MORTGAGE

THIS MORTGAGE is made this 13th day of June, 19 80, between the Mortgagor, Lance M. Shaffer and Barbara J. Shaffer 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 Avenue Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Two Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 13, 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 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:

PARCEL 11 OF BIG COUNTRY RANCHES, THIRD FILING, SUBLETTE COUNTY, WYOMING

(Formerly known as the E½NW¼NE¼ Section 32, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming.)

180189

RECORDED June 16, 1980 11:15 P M
IN BOOK 33 Misc PAGE 1
FEE $10.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Thurin

which has the address of Antelope Lane [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 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.

Released BK 17 Rel pg. 168 / Assigned BK 60 mtg. pg 3

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.

James M Shaffer
--Borrower

Barbara J. Shaffer
—Borrower

STATE OF WYOMING, ... County ss:

The foregoing instrument was acknowledged before me this June 13, 1980 (date) by

Lance M. Shaffer and Barbara J. Shaffer, husband and wife
(person acknowledging)

My Commission expires: 9-22-1980

Cynthia A. Mackey
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGA[redacted]—FORM NO. 4½ [redacted] THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Billy K. McAdams and Carmen M. McAdams, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Nine thousand and 00/100 Dollars, due monthly with interest from June 12, 80 at the rate of 18 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:

Lot Twelve (12) of the Green River Subdivision to Sublette County, Wyoming.

180139

RECORDED June 18, 1980 3:00 P M
IN BOOK 33 Mtg PAGE 5
FEES $6.00 Lou of 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 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 laws of said state.

Dated this 12 day of June A. D. 19 80.

In the presence of

Released 11 Mtg 49

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Billy K. McAdams, Carmen M. McAdams, this 12th day of June, 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 } 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

MAX S. ORGILL AND DOROTHY EVELYN ORGILL Husband and Wife

320 Fremont Pinedale, Wyoming mortgagor S , of

Sublette County, State of Wyoming , to secure the payment of the sum of

Nine Thousand Four Hundred Sixty Two & no/100 Dollars, due in monthly installme

with interest from date until paid at the rate of 18 per cent, per annum, payable monthly

evidenced by their one promissory note , of even date herewith, Max S. Orgill and

Dorothy Evelyn Orgill husband and wife do hereby mortgage and warrant to

CENTURY DIRECT SERVICE COMPANY, INC., whose address is Box 352, Casper, Wyoming 82602, Mortgagee, of Casper,

Natrona County, State of Wyoming, the following described real estate situate in the Count Y of Sublette

in the State of Wyoming, to-wit:

Lot 13, Block 4, Hennick Second Addition to the town of Pinedale, Wyoming, as the same appears of record on the official plat thereof on file in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Together with all improvement and appurtence there unto appertaining.

180145

RECORDED June 18. 1980 4:00 PM
IN BOOK 33 Misc PAGE 7
FEES $6.00 Lucy Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevens

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

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 agreeable to mortgagee 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 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.

rlsd. bk. 31 pg. 702 6/8/12

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 executedthis 5th day of June, 19 80

Signed, sealed and delivered in the presence of:

Max S. Orgill (SEAL)

(SEAL)

Dorothy Evelyn Orgill (SEAL)

(SEAL)

STATE OF WYOMING
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me by Max S. Orgill and Dorothy Evelyn Orgill, Husband and Wife this 5-Th day of June, 19 80.

Witness my hand and official seal.

JUANITA EMMONS - Notary Public
County of Natrona State of Wyoming
My Commission Expires Mar. 28, 1982

My commission expires March 28, 1982

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 16th day of June, 1980

ATTEST:

CENTURY DIRECT SERVICE CO., INC.

By: H. E. Lebow Vice President

Secretary

ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me by H. E. Lebow, Vice President of Century Direct Service Co., Inc. this 16th day of June, 19 80.

Witness my hand and official seal.

ROXANN [illegible] Notary Public
County of Natrona State of Wyoming
My Commission Expires Dec. 27, 1981

My commission expires:

Notary Public

MORTGAGE DEED

FROM

TO

FIRST NATIONAL BANK OF CASPER
CASPER, WYOMING
INSTALLMENT LOAN DEPARTMENT
(Debtor Copy)

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 .

By Deputy Clerk.

County Clerk and Ex-Officio Register of Deeds.

No. Fees, $

MORTGAGE

Assigned Bk 33 Mtg 84

THIS INDENTURE, made this 10th day of June, 1980, between FRED VIROSTKO and NORMA J. VIROSTKO, husband and wife,

of the County of Sublette, State of Wyoming, hereinafter designated, whether singular or plural, for the purpose of brevity, as MORTGAGOR, and PRESIDENT HOMES, DIVISION OF HARVEY BUILDERS, INC., a Minnesota corporation

~~of the County of~~ _____, ~~State of~~ _____, hereinafter designated, for the purpose of brevity, as MORTGAGEE.

WITNESSETH: That whereas the Mortgagor has heretofore executed to the Mortgagee the Mortgagor's note in the amount of $ 64,234.80 to secure payment by the Mortgagor for certain building materials sold by the Mortgagee to the Mortgagor;

NOW THEREFORE, in consideration of the premises the Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee, the Mortgagee's successors and assigns

forever, all the tract or parcel of land lying and being in the County of Sublette, State of Wyoming described as follows, to-wit:

As described on the attached Exhibit "A", which is made a part hereof.

19810

RECORDED June 19 1980 1:30 P M
IN BOOK 33 Mtg PAGE 9
FEES $ 8.00 Lois J Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Stuart

TO HAVE AND TO HOLD THE SAME, together with the hereditaments and appurtenances thereto belonging to the said Mortgagee, and Mortgagee's successors and assigns, forever. And the said Mortgagor, for said Mortgagor and Mortgagor's heirs, administrators, successors, and assigns does covenant with the said Mortgagee, and Mortgagee's successors and assigns, as follows: That the Mortgagor is lawfully seized of said premises and has good right to sell and convey the same; that the same are free from all encumbrances; that the Mortgagee and said Mortgagee's successors and assigns shall quietly enjoy and possess the same; and that the Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay to the Mortgagee, or Mortgagee's successors or assigns, the sum of $ 64,234.80 according to the terms of said principal promissory note, aforesaid, due and payable as follows, to-wit:

One Hundred Eighty (180) consecutive monthly installments of $ 356.86 each, or more, on the 15th day of each and every month commencing with the 15th day of AUGUST 1980, and every month thereafter until the **full sum of $ 64,234.80 shall have been paid.**

together with all sums advanced in protecting the lien of this mortgage, in payment of taxes on said premises, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorneys' fees herein provided for, and sums advanced for any other purpose authorized herein, and shall keep and perform all of the covenants and agreements herein contained, then this deed to be null and void, and to be released at the Mortgagor's expense.

AND THE MORTGAGOR, for Mortgagor and Mortgagor's heirs, administrators, successors, and assigns, does hereby covenant and agree with the Mortgagee and Mortgagee's successors and assigns, to pay the principal sum of money and interest as above specified; to pay all taxes and assessments now due or that may hereafter become liens against said premises at least ten days before penalty attaches thereto; to keep any buildings on said premises insured by companies approved by the Mortgagee against loss by fire and windstorm for at least the balance due on the mortgage, and to deliver to said Mortgagee the policies for such insurance with mortgage clause attached in favor of said Mortgagee, or Mortgagee's successors or assigns; to pay, when due, both principal and interest of all prior liens or encumbrances, if any, above mentioned, and to keep said premises free and clear of all other prior liens or encumbrances; to commit or permit no waste on said premises and to keep them in good repair; to complete forthwith any improvements which may hereafter be under course of construction thereon, and to pay any other expenses and attorneys' fees incurred by said Mortgagee, and Mortgagee's successors or assigns, by reason of litigation with any third party for the protection of the lien of this mortgage.

IN case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorneys' fees as above specified, or to insure said buildings and deliver the policies as aforesaid, the Mortgagee, or said Mortgagee's successors or assigns, may pay such taxes, assessments, prior liens, expenses and attorneys' fees and interest thereon or effect such insurance, and the sums so paid shall bear interest at the highest rate permitted by law from the date of such payment, shall be impressed as an additional lien upon said premises and be immediately due and payable from the Mortgagor, and said Mortgagor's heirs, administrators, successors, or assigns to said Mortgagee, said Mortgagee's successors or assigns; and this mortgage shall, from date thereof, secure the repayment of such advances.

IN case of default in any of the foregoing covenants, the Mortgagor hereby authorizes and empowers said Mortgagee, and Mortgagee's successors and assigns, to foreclose this mortgage by judicial proceedings or to sell said premises at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges, and fees the Mortgagor herein agrees to pay.

IN TESTIMONY WHEREOF, the foregoing instrument has been executed by the Mortgagor the date and year first above written.

In Presence of:

_____

_____

Released Bk 17 Pg 527 8/30/95

Fred Virostko
Mortgagor
FRED VIROSTKO

Norma J. Virostko
Mortgagor
NORMA J. VIROSTKO

STATE OF WYOMING
COUNTY OF SUBLETTE } SS.

On this 10th day of June, 1980, before me a Notary Public within and for said County, personally appeared FRED VIROSTKO and NORMA J. VIROSTKO, 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.

NOTARY PUBLIC — SUBLETTE COUNTY, WYOMING

Fred Virostko
Norma J. Virostko

Notary Public, Kathleen A Kenney County

State of

(NOTARIAL SEAL)

My Commission expires JAN. 10, 1983

THIS INSTRUMENT WAS DRAFTED BY:
Robins, Davis & Lyons
33 South Fifth Street
Minneapolis, Minnesota 55402

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MORTGAGE DEED

Doc. No.

TO

Office of Register of Deeds,
State of
County of

I hereby certify that the within Mortgage was filed in this office for record on the day of 19 , at o'clock and was duly recorded in Book of Mortgages, page .

Register of Deeds
By Deputy

, 19 No.
Registration tax hereon of
Dollars paid.
County Treasurer
By Deputy

Countersigned:
County Auditor
By Deputy

[redacted] [redacted] [redacted]

EXHIBIT "A"

Real estate situate in the County of Sublette, State of Wyoming, legally described as follows:

Lot 12 of the Little Piney Subdivision, Sublette County, Wyoming

Subject, however, 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 all outstanding mineral interests and interests in the mineral estate.

//

12 + 13 void see 181/250

MORTGAGE

THIS MORTGAGE is made this ....11th..... day of ...June....., 19.80., between the Mortgagor,..Earl.L,.Young.and.Dorothea.N..Young,.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 .Five.Thousand.Six.Hundred ....and.00/100.....Dollars, which indebtedness is evidenced by Borrower's note dated..June.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..June.20,.1985..... .....;

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.County....., State of Wyoming:

Tract 24, Tyler Subdivision, Sublette County, Wyoming

180185

RECORDED June 24 1980 8:00 A M
IN BOOK 33 Misc PAGE 14
FEES $10.00 Louis J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

which has the address of.....Star.Route.2,.Box.19....., ...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 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

[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.

X Earl L. Young
Earl L. Young --Borrower

(0) Dorothea N. Young
Dorothea N. Young —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this June 17th, 1980 by
(date)

Dorothea N. Young and Earl L. Young
(person acknowledging)

My Commission expires:

Vicki L. Tolen
Notary Public

VICKIE L. TOLEN - Notary Public
County of Natrona State of Wyoming
My Commission Expires Mar. 13, 1983

(Space Below This Line Reserved For Lender and Recorder)

Pool #2180[redacted] [redacted] 6083[redacted]-6

ASSIGNMENT OF MORTGAGE
(Wyoming)

FOR VALUE RECEIVED, RELIANCE FUNDING CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of New York, hereby sell, assign, transfer, set over and convey, unto

SECURITY PACIFIC MORTGAGE CORPORATION,

AND ITS, successors, heirs, or assigns, all its right, title and interest in and to the Mortgage executed by: Larry A. Doughty and JoAnn Doughty, Husband and wife

as Borrower (s), to RELIANCE FUNDING CORPORATION, as Lender, dated on December 14, 19 77 following described property:

Lot 24 of the Pine Creed Subdivision, Sublette County, Wyoming

160185

DATED June 24 '80 8:00 A M
BOOK 33 Misc PAGE 18
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

which Mortgage was recorded December 22, 1977 in Book ____, Page ____, as Entry # 164457 of the records of Sublette County, State of Wyoming.

IN WITNESS WHEREOF, RELIANCE FUNDING CORPORATION has caused these presents to be executed by its officer thereunto authorized and its corporate seal to be affixed at Denver, Colorado, this 15th day of January, 1980.

SEAL
10 11
SEAL
NEW YORK

RELIANCE FUNDING CORPORATION

BY Sue A. Thompson
Sue A. Thompson, Assist. Secretary

BY Donna Rademacher
Donna Rademacher, Mortgage Officer

STATE OF COLORADO,)
COUNTY OF Denver) SS

On the 15th day of January, 1980, personally appeared before me Sue A. Thompson and Donna Rademacher, who being by me duly affirmed did say they are the Assist. Secretary President and Mortgage Officer respectively, of RELIANCE CORPORATION, a NEW YORK CORPORATION. **

My notarial commission expires My Commission Expires Oct. 5, 1983.

Witness my hand and official seal.

NOTARY PUBLIC
Notary Public

** Both are officers of Reliance Mortgage Corporation, a Colo.Corp., as successor in interest to Reliance Funding Corp., a New York Corp., on behalf of the corp.

Return To:
SECURITY PACIFIC MORTGAGE CORPORATION
2460 West 26th Avenue
Denver, Colorado 80211
Attn: Donna Rademacher

18

Pool #21800

19

6100179

ASSIGNMENT OF MORTGAGE
(Wyoming)

FOR VALUE RECEIVED, RELIANCE FUNDING CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of New York, hereby sell, assign, transfer, set over and convey, unto

SECURITY PACIFIC MORTGAGE CORPORATION,

AND ITS, successors, heirs, or assigns, all its right, title and interest in and to the Mortgage executed by: Jerry E. Nichols and Elva Joy Nichols

as Borrower (s), to RELIANCE FUNDING CORPORATION, as Lender, dated on December 8, 1977. following described property:

Lot 7, Block 2 of the Cooley 8th Addition to the Town of Pinedale, Sublette County, Wyoming.

160127

RECORDED June 24 1980 8:00A M
BOOK 33 Mtg PAGE 19
FEES $ 4.00 Lou J Yahr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Tellin

which Mortgage was recorded December 9, 1977 in Book , Page , as Entry # 164274 of the records of Sublette County, State of Wyoming.

IN WITNESS WHEREOF, RELIANCE FUNDING CORPORATION has caused these presents to be executed by its officer thereunto authorized and its corporate seal to be affixed at Denver, Colorado, this 15 day of January, 1980.

SEAL

RELIANCE FUNDING CORPORATION

BY Sue A. Thompson
Sue A. Thompson, Assist.Secretary

BY Donna Rademacher
Donna Rademacher, Mortgage Officer

STATE OF COLORADO,)
COUNTY OF Denver) SS

On the 15 day of January, 1980, personally appeared before me Sue A. Thompson and Donna Rademacher, who being by me duly affirmed did say they are the Assist.Secretary and Mortgage Officer respectively, of RELIANCE FUNDING CORPORATION, a NEW YORK CORPORATION. **

My notarial commission expires My Commission Expires Oct 5, 1982.

Witness my hand and official seal.

Barbara J Thomas
Notary Public.

**Both are officers of Reliance Mortgage Corp.,a Colo.Corp.,as successor in interes to Reliance Funding Corp.,a New York Corp.,on behalf of the corp.

Return To:
SECURITY PACIFIC MORTGAGE CORPORATION
2460 West 26th Avenue
Denver, Colorado 80[redacted]
Attn: Donna Rac[redacted]her

Pool #21806 [redacted] [redacted] 610024.2 [redacted]

ASSIGNMENT OF MORTGAGE
(Wyoming)

FOR VALUE RECEIVED, RELIANCE FUNDING CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of New York, hereby sell, assign, transfer, set over and convey, unto

SECURITY PACIFIC MORTGAGE CORPORATION,

AND ITS, successors, heirs, or assigns, all its right, title and interest in and to the Mortgage executed by: Earnest O. Scott, Jr. and Laurie Scott, Husband and wife

as Borrower (s), to RELIANCE FUNDING CORPORATION, as Lender, dated on December 5, 1977. following described property:

Beginning at a point which bears N.89degrees 27'W., 713.1Feet and S.41 degrees 20' W., 2167.6 Feet from the NE Corner of Section 34, Township 34 North, Range 109 West 6th Principal Meridian, Sublette County, Wyoming. Thence S. 48 Degrees 40'E., 405.6 Feet to a Point: Thence S. 41Degrees 20'W., 100.0 Feet to a point: Thence N.48 Degrees 40'W., 405.6 Feet to a point: Thence N. 41 Degrees 20' E. 100.0 Feet to the point of beginning, and being situated in the W½ NE¼, Section 34, Township 34 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming.

which Mortgage was recorded December 6, 1977 in Book _____, Page _____, as Entry # 163880 of the records of Sublette County, State of Wyoming.

IN WITNESS WHEREOF, RELIANCE FUNDING CORPORATION has caused these presents to be executed by its officer thereunto authorized and its corporate seal to be affixed at Denver, Colorado, this 15 day of January, 1980.

RELIANCE FUNDING CORPORATION

BY: Sue A. Thompson
Sue A. Thompson, Assist.Secretary

BY Donna Rademacher
Donna Rademacher, Mortgage Officer

SEAL

STATE OF COLORADO,)
COUNTY OF Denver) SS

On the 15 day of January, 1980, personally appeared before me Sue A. Thompson and Donna Rademacher, who being by me duly affirmed did say they are the Assist.Secretary and Mortgage Officer respectively, of RELIANCE FUNDING CORPORATION, a NEW YORK CORPORATION. **

My notarial commission expires My Commission Expires Oct. 5, 1983.

Witness my hand and official seal.

Notary Public.

** Both are officers of Reliance Mortgage Corp.,a Colo.Corp.,as successors in interest to Reliance Funding Corporation,a New York Corp.,on behalf of the corp.

June 24 1980 8:00 A.M.
BOOK 33 Misc PAGE 20
FEE $4.00 Lucy York
20

Return To:
SECURITY PACIFIC MORTGAGE CORPORA
2460 West 26th Avenue
Denver, Colorado 80211
Attn: Donna Rademacher

21 Released Bk. 14 Rel. @ Pg. 409

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MICHAEL ROBERT DAVICH and SANDRA SUE DAVICH, husband and wife,

mortgagor s, of Sweetwater County, State of Wyoming, to secure the payment of Thirty Thousand Seven Hundred Sixty Dollars and nine ($30,760.09) XXXX Cents Dollars, due August 1, 1989 with interest from at the rate of eight (8%) per cent per annum, payable annually evidenced by a promissory note, of even date herewith, see attached Promissory Note as Exhibit "A"

do hereby mortgage to HOBACK RANCHES, INC., a Wyoming corporation mortgagee, whose address is Afton, Wyoming, 83110

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

The SE¼NE¼ of Section 6, Township 36 North, Range 112 West of the 6th Principal Meridian, Wyoming.

LESS & EXCEPT a parcel of land located in Tract 14 of the Hoback Ranches Subdivision of the N½ & SW¼ of Section 6, T 36 N, R 112 W, of the 6th P.M., Sublette County, Wyoming, as said Subdivision is laid out and recorded in the office of the County Clerk and Ex-Officio Register of Deeds in and for said County; said parcel being more particularly described as follows:

Beginning at a point on the North line of said Tract 14, S 89°40'00" W, 426.40 feet from the Northeast Corner thereof, said point being on the Northwest line of the "Rim Road"; running thence along said "Rim Road" S 50°32'02" W, 93.38 feet; thence S 60°52'14" W, 78.46 feet; thence S 74°58'38" W, 256.80 feet; thence S 71°49'08" W, 42.00 feet; thence leaving said Rim Road N 0°14'00" E, 174.73 feet to the North line of said Tract 14; thence N 89°40'00" E, 427.84 feet to the point of beginning. Containing 1.06 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 not applicable 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 's heirs, 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 attorney's fee 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 A. D. 19.

In the presence of

180201

Michael Robert Davich
MICHAEL ROBERT DAVICH

Sandra Sue Davich
SANDRA SUE DAVICH

RECORDED June 25 1980 8:00 A M
IN BOOK 33 Mtg PAGE 21
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Nice

State of WYOMING }
County of _____ } ss.

The foregoing instrument was acknowledged before me by MICHAEL ROBERT DAVICH and SANDRA SUE DAVICH, husband and wife,

this 6th day of May, 1980.

Witness my hand and official seal.

Barbara J. Shedde
Signature

Asst. Secretary
Title of Officer

My Commission Expires: 9/29/82

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, $_____

53 Misc Bk 11 pg 203

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KENNETH J. GRIGGS, DVM, and CYNTHIA ANN GRIGGS, husband and wife,

mortgagor s, of Teton County, State of Wyoming, to secure the payment of Eight Thousand Eight Hundred Sixty-six Dollars and forty--seven ($8,866.47) Cents Dollars, due July 1, 1982 with interest from at the rate of eight (8%) per cent per annum, payable annually evidenced by a promissory note, of even date herewith, see attached Promissory Note as Exhibit "A"

do hereby mortgage to HOBACK RANCHES, INC., a Wyoming corporation, mortgagee, whose address is Afton, Wyoming 83110

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

The NE¼NE¼ of Section 6, T 36 N, R 112 W of the 6th P.M., Wyoming,

LESS & EXCEPT a parcel of land located in Tract 1 of the Hoback Ranches Subdivision of the N½ & SW¼ of Section 6, T 36 N, R 112 W, of the 6th P.M., Sublette County, Wyoming, as said Subdivision is laid out and recorded in the office of the County Clerk and Ex-Officio Register of Deeds in and for said County; said parcel being more particularly described as follows: Beginning at the Southeast Corner of said Tract 1, running thence S 89°40'00" W, 321.82 feet along the South line thereof to the Southeast line of the "Rim Road"; thence along said "Rim Road" N 50°32'02" E, 18.40 feet; thence N 41°04'20" E, 186.92 feet; thence N 57°12'02" E, 80.51 feet; thence N 78°17'37" E, 121.05 feet to the East line of said Tract; thence S 0°22'00" W, 218.91 feet to the Point of Beginning. Containing 1.06 acres more or less.

180202

RECORDED June 25 1980 2:00 P.M.
IN BOOK 33 Mtg PAGE 23
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McGuire

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 (not applicable) 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's heirs, 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 attorney's fee 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 May A. D. 1980.

In the presence of

Kenneth J. Griggs DVM
KENNETH J. GRIGGS, DVM

Cynthia Ann Griggs OTR
CYNTHIA ANN GRIGGS

State of WYOMING
County of Teton } ss.

The foregoing instrument was acknowledged before me by KENNETH J. GRIGGS, DVM, and CYNTHIA ANN GRIGGS, husband and wife,

this 23rd day of May, 1980.

Witness my hand and official seal.

NANCY L. SIDDLE NOTARY PUBLIC
Teton County State of Wyoming
Commission Expires June 26, 1983

Henry J. Riddle
Signature
Vice President & Cashier
Title of Officer

My Commission Expires: June 26, 1983

Notary Public

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, $

24

25

Rls d Bk 11 Pg 349

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RUSSELL M. HADLEY and BONNIE JEAN HADLEY, husband and wife,

mortgagors, of Sweetwater County, State of Wyoming, to secure the payment of Nine Thousand and No/100 - -($9,000.00) - - - - - Dollars, due 6/20/83 with interest from 6/17/80 at the rate of sixteen (16%) per cent per annum, payable monthly ~~annually~~ included in payments evidenced by one promissory note, of even date herewith, payable in 36 monthly payments of $316.42, first payment due 7/20/80

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:

Block Six, Lots Five (5) and Six (6) K & M 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.

180012

RECORDED June 25 19 80 2:30 P M
IN BOOK 33 Mtg PAGE 25
FEES $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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 June A. D. 19 80.

In the presence of

Russell M. Hadley
Russell M. Hadley

Bonnie Jean Hadley
Bonnie Jean Hadley

State of Wyoming
} ss.
County of Sublette

The foregoing instrument was acknowledged before me by Russell M. Hadley and Bonnie Jean Hadley

this 20th day of June, 19 80.

Witness my hand and official seal.

Signature
Notary Public

Title of Officer

My Commission Expires: 1/5/83

JANE M. TAYLOR NOTARY PUBLIC STATE OF WYOMING

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, $ .....

26

Release Book 13, Page 318

27

MORTGAGE DEED—FORM NO. 4-A

THE MILLS COMPANY, SHERIDAN 142484

MORTGAGE

THIS MORTGAGE, made this 26th **day of** June, **19**80, **between**

Joseph C. Kershisnik, a single man,

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 Thirty-five Thousand and no/100----------

---

($35.000.00---) **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 10, Block 1, Redstone First Addition to

the town of Pinedale, Sublette County, Wyoming

180283

RECORDED June 30 1980 3:45 P M
IN BOOK 33 Misc PAGE 27
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurie

[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-five Thousand and no/100*---------- ($ *35,000.00*----) Dollars, together with interest thereon at the rate of----------*fourteen*---------- per cent (*14%*---%) per annum from *June 26*, 19*80*, until paid, according to the conditions of *one* promissory note, dated *June 26*, 19*80*, the ultimate maturity date of which is *June 26, 2000*, 19--, which promissory note was executed and delivered by *Joseph C. Kershisnik, a single man, at the rate of Four Hundred Thirty-five and 23/100 ($435.23) Dollars per month, interest and principal, beginning July 26, 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. Mortgagor 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-five thousand and no/100*---------- ($ *35,000.00*-----) 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 14%*

28

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.

Joseph C Kershisnik

INDIVIDUAL ACKNOWLEDGMENT

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

On this *26th* day of *June*, 19*80*, before me personally appeared

Joseph C. Kershisnik, a single man,

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 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:

MORTGAG[redacted]D—FORM NO. 4½ [redacted] THE NIL[redacted]HERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOE L. MEEKS and DONNA J. MEEKS, husband and wife

Big Piney, Wyoming 83113

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Thirty Two Thousand and no/100------- Dollars, due 12/10/83 with interest from date at the rate of 16 per cent per annum, payable monthly ~~annually~~ evidenced by one (1) promissory note, of even date herewith, 41 monthly payments of $1,000.00 with adjustment on the 42nd 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 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.

199298

RECORDED July 2nd 1980 8:00 A M
IN BOOK 33 Misc PAGE 30
FEES $6.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Thurin

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 $32,000.00 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 June A. D. 19 80.

In the presence of

Joe L Meeks
Donna J Meeks

Rel'd Bk 12 Pg 143

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Joe L. Meeks, Donna J. Meeks, this 30th day of June, 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, $ ...

REAL ES[redacted]RTGAGE — TO SECURE FUTURE [redacted]ES — FORM NO. 4½-A [redacted]

REAL ESTATE MORTGAGE — TO SECURE FUTURE ADVANCES

GEORGE L. McQUAIN and CAROL B. McQUAIN, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Twenty Six Thousand Four Hundred 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, and the payment of future advances made hereunder with interest on each thereof at the rate of 18 per cent per annum from the time when made until paid, all such advances to be made and completed prior to the 27th day of October, 1980, and maturing on the 27th day of October, 1980, 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 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:

THAT PART OF THE SW¼SE¼ OF SECTION 34, T.31N., R.110W., 6TH P.M., SUBLETTE COUNTY, WYOMING, AND PART OF THAT TRACT OF RECORD IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY IN BOOK 19 OF DEEDS, PAGE 492, more particularly described as follows:

Beginning at a point on the east line of the said SW¼SE¼, North, 566.00 feet from the southeast corner of said SW¼SE¼ where found a 5/8" steel reinforcing rod with aluminum cap inscribed "RIO VERDE ENG'R PELS625 E 1/16 S34/S3": thence continuing North, 208.70 feet along the said east line; thence, West, 208.70 feet perpendicular to the said east line; thence, South, 208.70 feet parallel with the said east line; thence, East, 208.70 feet perpendicular to the said east line to the Point of Beginning.

The mortgagor 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 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 27th day of June A. D., 1980.

In the presence of

180299

George L. McQuain

Carol B. McQuain

RECORDED July 2 80 8:00A.
IN BOOK 33 Misc
FILED 6:00 Lora J Yake
COUNTY CLERK
SUBLETTE COUNTY, WYOMING
Deputy

Rec'd Pd 12.00 627

THE STATE OF WYOMING,
County of Sublette } ss. 33

On this 27th day of June, 19 80 before me personally appeared George L. McQuain and Carol B. McQuain

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.

NOTARY PUBLIC SUBLETTE COUNTY WYOMING

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, $_____

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MI[redacted]ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Wanda F. Robbins, a single person

mortgagor, of Sheridan County, State of Wyoming, to secure the payment of Seventy thousand and no/100---------- Dollars, due 10-30-82 with interest from June 24, 1980 at the rate of 12.5 + 2 points FWB-Cheyenne Prime adjusted quarterly per cent per annum, payable in payments of $10,000 on 10-30-80; $10,000 on 10-30-81 with balance at maturity evidenced by one promissory note, of even date herewith,

does hereby mortgage to First Wyoming Bank, N.A., Sheridan,

mortgagee, whose address is 29 North Gould, Sheridan, WY 82801

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

A tract of land located in part of the E½ of the SE¼ of Section 32 and part of the W½ of the SW¼ of Section 33, T.31N., R.109W. of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Lots 4, 5, and 6 of Sec. 32, T.31N., R.109W., and that portion of Lot 2, Sec. 33, T.31N., R.109W. which lies south of a line bearing S.85°45'34"E. from the West Quarter Corner of said Section 33.

150320

RECORDED July 7, 1980 8:00 AM
IN BOOK 33 Misc PAGE 34
FEES $ 6.00 Lou J Yahn COUNTY CLERK
SUBLETTE C[redacted] PINEDALE, WYOMING
by Dorothy McGuire

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 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 and 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 fee 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 June A. D. 1980.

In the presence of

Wanda F. Robbins
WANDA F. ROBBINS

RISE BOOK 13, Page 16

34

State of Wyoming
County of Sheridan } ss.

The foregoing instrument was acknowledged before me by Wanda F. Robbins, a single person, ,

this 24th day of June, 1980.

Witness my hand and official seal.

Carol Smith
Notary Public
State of
Wyoming
My Commission Expires: Apr. 3, 1983

Carol Smith
Signature

Notary Public
Title of Officer

My Commission Expires: April 3, 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, $ ____

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE [redacted] SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Wayne J. Spears

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Eighty thousand and 00/100 Dollars, due Oct 30, 1980 with interest from date at the rate of 18 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, 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:

LottForty four (44), Boulder Lake Country Estates, Second Filing, Sublette County, Wyom

180339

RECORDED July 1 19 80 8:44 A M
IN BOOK 33 Mtg PAGE 36
FEES $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

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 amoun t Dollars, as attorney's fees.

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

Dated this 30 day of June A. D. 19 80.

In the presence of

Wayne J. Spears

Mtg Bk 11 Pg 635

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Wayne J. Spears,

, ,

this 30 day of June, 19 80.

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, $

When recorded, please return to:

Tri-State Livestock Credit Corp.
351 California St., Suite 1400
San Francisco, Ca. 94104

SPACE ABOVE THIS LINE FOR RECORDER'S USE

M O R T G A G E

THIS MORTGAGE, made by and between John L. Schwabacher whose address is P. O. Box 620, Gonzales, California, jointly and severally, of the State of California, County of Monterey, hereinafter called "Mortgagor", and TRI-STATE LIVESTOCK CREDIT CORPORATION, a corporati of the State of California, having its principal place of business in San Francisco, California, hereinafter called "Mortgagee",

WITNESSETH, That Mortgagor, for valuable consideration, does hereby grant, bargain, sell, convey and confirm unto Mortgagee, its successors and assigns, forever, all of that certain real property lying and being in the State of Wyoming, County of Sublette, described in Exhibit "A", attached hereto and made a part hereof;

Together with Mortgagors' existing and future rights, however evidenced, to the use of water for irrigating said lands, and for domestic and stock watering purposes, including ditches, laterals, canals, conduits, pumping plants, wind machines, and rights of way used to convey such water or to drain said land, all of which rights are hereby made appurtenant to said land; all leases, permits and licenses used with said land; all tenements, hereditaments, easements, rights of way, appurtenances to said land and the rents, issues, and profits thereof;

This mortgage is intended to secure, and does hereby secure, the payment of indebtedness evidenced by a certain note or notes, with interest thereon, executed by Chihuahua Cattle Company, a Partnership consisting of John L.Schwabacher and Robert V. Gibson, and by John L. Schwabacher & Robert V. Gibson, individually--------- payable at said office of the Mortgagee, which note or notes are described as follows:

Dated	Amount
January 14, 1980	$3,000,000.00

In addition, this mortgage is also security for the payment of (1) all sums which may be or become due to the Mortgagee from the Mortgagors, whether resulting from advances to or in behalf of the Mortgagors or otherwise, with interest on all such sums; (2) substitution notes and/or renewals and/or extensions of all notes from Mortgagors and Mortgagors' heirs, executors, administrators, successors or assigns in favor of, or assigned to, the Mortgagee. Mortgagor expressly waives all statutes of limitation and benefit of all exemption, homestead, and similar statutes which might otherwise be available to them.

Advances made by the Mortgagee after discount or assignment of this mortgage shall be secured hereby but shall be subject to prior payment of the indebtedness discounted or assigned.

As additional security, Mortgagors assign, without obligation on Mortgagee to effect collection, all damages, royalties, rentals, and other revenue from all present and future oil, gas and mineral leases, rights and operations affecting said lands.

190352

RECORDED July 10, 1980 8:00A
IN BOOK 33 Mtg PAGE 38
FEES $13.25 Lorna Yake COUNTY CLE
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McLee

Released 12/11/92
Book 16 Rel
Page 182

3.5

Mortgagors covenant and agree:

(1) That the Mortgagee or its duly authorized agents shall at all times have the right to enter upon and inspect said lands.

(2) That the Mortgagors will, at Mortgagors' expense, (a) forever warrant and defend the title to said lands and the water rights thereto; (b) protect the security and lien in any litigation; (c) care for the security in a farmerlike manner; (d) maintain fire insurance on the improvements, as required by Mortgagee;

(3) Mortgagors will pay when due and payable, all obligations secured hereby, and by judgment or other liens, all national, state, county, city or other taxes, assessments, and charges now or hereafter levied or assessed against said property or against stock, contracts or rights pledged herein, and Mortgagors agree that Mortgagee may pay such taxes, assessments or liens without notice and that all sums so paid with interest at the same rate per annum as set forth in the note or notes herein described shall be immediately payable and a part of the debt secured hereby, and the Mortgagee shall be sole judge of the legality or validity of such taxes, assessments or liens;

(4) Should Mortgagor sell, convey, transfer, dispose of, or further encumber said property, or any part thereof, or any interest therein, or agree so to do, whether voluntarily or involuntarily, without the written consent of Mortgagee being first obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. Consent to one transaction shall not waive the right to require consent to future or successive transactions.

(5) Mortgagee may (a) litigate any matters and appear in any condemnation or bankruptcy proceeding affecting the security or lien, and may incur necessary costs, expenses, and attorney fees therefor; (b) advance money for payment of such costs, expenses, and attorney fees, and for payment of all obligations herein incurred by Mortgagors, which advances, together with interest at the same rate per annum as set forth in the note or notes herein described, shall be immediately payable and a part of the debt secured hereby. All condemnation awards and damages shall be paid to Mortgagee;

(6) Upon Mortgagors' default in payment of indebtedness secured hereby, or breach of any of the terms or covenants of this mortgage, Mortgagee may: (a) take possession of said premises with all rights of Mortgagee in possession, or have a receiver appointed; (b) at its option accelerate the maturity of the indebtedness, foreclose this mortgage, have the power of sale exercised in accordance with law then in force and incur costs, expenses, and reasonable attorney's fees; (c) have the security sold either as a whole, or in parcels, as Mortgagee may elect;

(7) Acceptance by Mortgagee of any payment shall not operate as a waiver of any prior default, and the release of any portion of said security, or any release from personal liability, shall not affect the personal liability of any person not specifically released, nor the lien hereof on the remainder of said premises for the balance of said indebtedness;

(8) Each Mortgagor is jointly and severally liable for all obligations secured hereby, which obligations shall extend to and bind the heirs, executors, administrators, successors and assigns of each Mortgagor.

Executed June 24, 1980, 19___.
(Date)

John L. Schwabacher
John L. Schwabacher

(NOTARY)

OFFICIAL SEAL
MILTON H. LAFRANCHI
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
MONTEREY COUNTY
My Commission Expires March 31, 1981

Milton H. LaFranchi

EXHIBIT "A"

HILES RANCH

Surface Rights owned by John L. Schwabacher.

Minerals Reserved to U.S.

LAND DESCRIPTION		ACRES
T37N, R111W		
Section 13 --	SE¼NE¼	30.00
	E½SE¼	80.00
T37N, R110W		
Section 18 --	Lot 1	37.59
	Lot 2	37.79
	Lot 3	37.97
	Lot 4	38.17
	E½W½	160.00
	N½NE¼	80.00
	SW¼NE¼	40.00
	NW¼SE¼	40.00
	SW¼SE¼	40.00
Section 17 --	E½	320.00
	SW¼	160.00
	SE¼NW¼	40.00
Section 19 --	Lot 1	38.36
	Lot 2	38.55
	Lot 3	38.75
	Lot 4	38.94
	E½W½	160.00
	W½E½	160.00
Section 21 --	SE¼SW¼	40.00
Section 30 --	Lot 1	39.11
	Lot 2	39.25
	Lot 3	39.39
	Lot 4	39.53
	E½NW¼	80.00
	NW¼NE¼	40.00
Section 31 --	SE¼SW¼	40.00
	W½NE¼	80.00
	S½SE¼	80.00
T36N,R111W		
Section 4 --	Lot 1	34.27
	Lot 2	34.62
	S½NE¼	80.00
	N½SE¼	80.00
	SW¼SE¼	40.00
TOTAL ACRES- -		-2432.29
TOTAL ACRES -- HILES RANCH -		-4391.49

c/1

HILES RANCH

Surface Rights owned by John L. Schwabacher.

Mineral Rights owned two-thirds by John L. Schwabacher and one-sixth by A. E., Jr. and Ethel Schwabacher Sokolow each.

LAND DESCRIPTION		ACRES
T37N, R110W		
Section 18 --	SE¼NE¼	40.00
	SE¼SE¼	40.00
	NE¼SE¼	40.00
Section 17 --	N½NW¼	80.00
	SW¼NW¼	40.00
Section 19 --	E½NE¼	80.00
	NE¼SE¼	40.00
Section 20 --	N½	320.00
	SE¼	160.00
	N½SW¼	80.00
Section 21 --	NW¼NW¼	40.00
	W½SW¼	80.00
	NE¼SW¼	40.00
	W½SE¼	80.00
Section 28 --	N½N½	160.00
	SE¼NE¼	40.00
TOTAL ACRES -		1360.00

HILES RANCH

Surface Rights owned by John L. Schwabacher.

Mineral Rights owned one-half by John L. Schwabacher. One-half Mineral Rights owned by Robert L. Miller.

LAND DESCRIPTION		ACRES
T37N, R110W		
Section 29 --	NW¼SW¼	40.00
Section 30 --	E½SW¼	80.00
	SW¼NE¼	40.00
	W½SE¼	80.00
	E½SE¼	80.00
Section 31 --	Lot 1	39.65
	Lot 2	39.75
	Lot 3	39.85
	Lot 4	39.95
	E½NW¼	80.00
	NE¼SW¼	40.00
TOTAL ACRES -		-599.20

HILL SECTIONS

Surface Rights owned by John L. Schwabacher.

Mineral Rights owned one-half by John L. Schwabacher and one-half by Robert L. Miller.

LAND DESCRIPTION	ACRES
T36N, R111W	
Section 4 -- Lot 3	34.76
TOTAL ACRES -	34.76

HEDIN RANCH

Surface Rights owned by John L. Schwabacher.

Mineral Rights owned one-half by John L.Schwabacher and one-half by Hedin Estate.

LAND DESCRIPTION		ACRES
T34N, R110W		
Section 33 --	SW¼NE¼	40.00
	N½SW¼	80.00
	NW¼SE¼	40.00
	SE¼SE¼	40.00
TOTAL ACRES -		200.00

43

Mineral Book 16 pg. 376

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 MICHAEL R. GULBRANDSON AND SUSAN M. GULBRANDSON, husband and wife herein designated as Mortgagor, of 207 N. Lake Avenue, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FIFTY-FOUR THOUSAND EIGHT HUNDRED FIFTY AND NO/100---------- Dollars ($ 54,850.00), with interest at the rate of ELEVEN AND ONE-HALF per centum (11.500 %) 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 FIVE HUNDRED FORTY-THREE AND 56/100---------- Dollars ($ 543.56), commending on the first day of SEPTEMBER, 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 AUGUST, 2010, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

Lots 3 and 4, Block 6, HENNICK'S SECOND ADDITION TO THE TOWN OF PINEDALE, Sublette County, Wyoming.

164362

RECORDED July 11 19 80 1:46 PM
IN BOOK 33 Misc PAGE 43
FEES $ 8.00 Lois L Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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

(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 SIXTY (60) 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 Susan M. Gulbrandson wife of the said Michael R. Gulbrandson 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 8th. day of July, 19 80.

In the presence of—

MICHAEL R. GULBRANDSON

SUSAN M. GULBRANDSON

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 8th day of July, 19 80 before me personally appeared Michael R. Gulbrandson and Susan M. Gulbrandson 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 8th day of July, A.D. 1980

[SEAL]

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

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

U.S. GOVERNMENT PRINTING OFFICE 1980-682 321

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That HAROLD P. FALER and BEULAH M. FALER, husband and wife, and JUDSON B. FALER and CLAIRE FALER, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of FIVE HUNDRED FIFTY THOUSAND DOLLARS ($550,000), due September 1, 1980, with interest from July 1, 1980, at the rate of TWELVE PER CENT (12%) PER ANNUM, payable at maturity, evidenced by one promissory note, dated July 1, 1980, made and executed by HAROLD P. FALER and BEULAH M. FALER, DO HEREBY MORTGAGE to STATE BANK OF BIG PINEY, a Wyoming banking corporation, having its banking house in Big Piney, Wyoming, 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:

> Block 3 of the Faler Addition to the Town of Pinedale, Sublette County, 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, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way 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 and to keep the buildings thereon insured in a sum NOT LESS THAN FIVE HUNDRED THOUSAND DOLLARS ($500,000) 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;

180371

RECORDED July 11 1980 8:00 AM
IN BOOK 114 33 PAGE 46
FEE $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

by Dorothy M. Lewis

46 Rel 15k 10 pg 644

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 July, 1980.

Harold P. Faler
HAROLD P. FALER

Beulah M. Faler
BEULAH M. FALER

Judson B. Faler
JUDSON B. FALER

Claire Faler
CLAIRE FALER

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by HAROLD P. FALER and BEULAH M. FALER, husband and wife, and JUDSON B. FALER and CLAIRE FALER, husband and wife, this 10th day of July, 1980.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires: 1-2-82

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming

MORTGAGE

SANDER A. BUSSELLE & ANN BUSSELLE, husband and wife,

Mortgagor of County of Sublette State of Wyoming
hereby mortgage to

NORTHWEST CREDIT UNION

Mortgagee of P. O. Box 1526, Salt Lake City, Utah 84110
for the sum of SEVEN THOUSAND FIVE HUNDRED and NO/100 DOLLARS
the following described tract of land in Sublette County, State of Wyoming
hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

LOT 2, BLOCK 3, BALL FIRST ADDITION TO THE TOWN OF MARBLETON, SUBLETT COUNTY, WYOMING

This mortgage is given to secure the following indebtedness:
A Promissory Note of even date in the principal amount of $7,500.00 with interest thereon.

This mortgage is intended to cover the rents and profits of said property, and consent is hereby given after default, for the appointment of a receiver by any competent court and the receiver is hereby authorized to rent the said property and apply the proceeds on this obligation.

The Mortgagors agree to keep the buildings now on said premises or hereafter erected thereon fully insured against loss by fire in some fire insurance company approved by the mortgagee, with loss, if any, payable to mortgagee, during the life of this mortgage.

The Mortgagors also agree to pay all taxes and assessments on said premises, including any assessments that may be levied on water rights or shares of stock used in connection therewith, or held as collateral with the above note; also any tax that may be assessed by reason of this mortgage or the debt secured thereby, and reasonable attorney's fees in case of foreclosure, or the commencement of any legal proceedings for foreclosure of the same, and said attorney's fees shall be added to the amount due on this mortgage, and made a lien on the premises described herein. In case of default in the payment of any sum covenanted to be paid, either the principal or interest when the same shall become due and payable, or in case of default in the performance of any covenant herein contained, the whole amount of this indebtedness secured herein may be immediately declared due and payable, and to bear interest as provided in the instrument evidencing the debt secured by this mortgage, and this mortgage foreclosed at the option of the legal holder.

WITNESS the hand of said mortgagor, this day of A. D. 19

Signed in the presence of

Sander A. Busselle
Ann Busselle

STATE OF WYOMING)
County of SUBLETTE) ss.

On the 3rd day of July
A. D. 19 80 personally appeared before me

SANDER A. BUSSELLE and ANN BUSSELLE, husband and wife

the signers of the within instrument, who duly acknowledged to me that they executed the same, as their free act and deed.

Edwin R. Adams - Notary Public
My Commission Expires July 28, 1980

Edwin R. Adams
Notary Public

Commission expires: 7-28-80
Residing in

RECORDING DATA

Entry No. Fee $

RECORDED ☐ INDEXED ☐ ☐
PLATTED ☐ ABSTRACTED ☐
COMPARED ☐ DELIVERED ☐

180373

July 11 1980 8:00 A.M.
35 Mtg
4th Savings Book PAGE 48
SUBLETTE COUNTY, PINEDALE, WYOMING
Edward M. Lee

Rec'd $6.00 fee

48

Pool 24415

49

ASSIGNMENT OF MORTGAGE
(Short Form)

FOR VALUE RECEIVED, RELIANCE FUNDING CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of New York, hereby sells, assigns, transfers, and over unto

SECURITY PACIFIC MORTGAGE CORPORATION

All the , its successors, heirs, or assigns, all its right, title and interest in and to the Mortgage executed by:

ROBERT J. BING AND CAROLYN C. BING, husband and wife

January 6th , 78

Lot 24, of the HALFMOON MOUNTAIN subdivision,
Third filing, Sublette County, Wyoming.

July 11,
33 Mtg
4.00 Law Ofc

80 2:20 PM
49
COUNTY CLERK
WYOMING

Said Mortgage was recorded January 6, 1978, in Book 29,
Page 561, and Entry # of the records of
Sublette County, State of Wyoming.

IN WITNESS WHEREOF, RELIANCE FUNDING CORPORATION has caused these presents to be executed by its officers thereunto authorized and its corporate seal to be affixed hereto, at Denver, Colorado, this 15th day of January, 1980.

SEAL
NEW YORK

RELIANCE FUNDING CORPORATION

By: Sue A. Thompson
Sue A. Thompson, Assistant Secretary

By Donna Rademacher
Donna Rademacher, Mortgage Officer

STATE OF COLORADO,
CITY & COUNTY OF DENVER } ss

On the 15th day of January, 19 80, personally appeared before me Sue A. Thompson and Donna Rademacher, who being by me duly affirmed did say they are the Assistant Secretary and Mortgage Officer respectively, of RELIANCE FUNDING CORPORATION, a NEW YORK CORPORATION.

My notarial commission expires My Commission Expires July 11, 1983

Witness my hand and official seal.

Notary Public

FILE FOR RECORDING AT REQUEST OF
Security Pacific Mortgage Corporation
P. O. Box 2450
Denver, Colorado 80201
RETURN TO SAME

ATTN: DONNA RADEMACHER

[redacted] 24417 [redacted] [redacted]

ASSIGNMENT OF MORTGAGE
(Wyoming)

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE FUNDING CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of New York, hereby sell, assign, transfer, set over and convey, unto SECURITY PACIFIC MORTGAGE CORPORATION, successors, heirs, or assigns, all its right, title, and interest in and to the Mortgage executed by:

A. Ray Brazell and Virginia Brazell, husband and wife

as Borrower(s), to Reliance Funding Corporation, on January 20, 1978, recorded in Book 29, Page 605, covering the following described property:

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 S.89°50'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 N.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 N.55°16W. along the northerly right-of-way line for a distance of 600 feet;
thence N.35°04'E. a distance of 318.8 feet, more or less, to a point on the Southwesterly boundary of the Hagenstein tract;
thence S.36°07'E. along Southwesterly boundary of the Hagenstein tract for a distance of 635.2 feet, more or less, to the point of beginning.

which Mortgage was recorded January 27, 1978 in Book 29, Page 605, as Entry No. 164967 of the records of Sublette County, State of Wyoming.

IN WITNESS WHEREOF, Reliance Funding Corporation has caused these presents to be executed by its officers thereunto authorized and its corporate seal to be affixed at Denver, Colorado, this 15th day of January 1980.

SEAL

RELIANCE FUNDING CORPORATION

BY: Sue A. Thompson
Sue A. Thompson, Assistant Secretary

BY: Donna Rademacher
Donna Rademacher, Mortgage Officer

STATE OF COLORADO,)
CITY & COUNTY OF DENVER) ss

On the 15th day of January 19 80, personally appeared before me Sue A. Thompson and Donna Rademacher, who being by me duly affirmed did say they are the Assistant Secretary and Mortgage Officer respectively, of Reliance Mortgage Corporation, a Colorado Corporation, as successor in interest to Reliance Funding Corporation, a New York Corporation, on behalf of the corporation.

My notarial commission expires My Commission Expires Nov. 15, 1983

Witness my hand and official seal.

Notary Public

NOTARY PUBLIC STATE OF COLORADO

180393

FILE FOR RECORDING AT REQUEST OF
Security Pacific Mortgage Corporation
P. O. Box 2450
Denver, Colorado 80201
RETURN TO SAME

RECORDED July 11 1980 at 1:20 P
IN BOOK 33 Misc PAGE 52
FEES $4.00 Lois J Yake COUNTY CLERK
by Dorothy McLin

50

57

Book 53 Mtg 43

MORTGAGE

THIS MORTGAGE is made this ....11th.... day of ....July...., 1980.., between the Mortgagor, ...J. Monte Wight and Maxine Wight, husband and wife .... (herein "Borrower"), and the Mortgagee, ... VALLEY BANK ...., a corporation organized and existing under the laws of ....Idaho...., whose address is .... 1625 Northgate Mile, Idaho Falls, Idaho .... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty thousand and 00/00 ***** ..... Dollars, which indebtedness is evidenced by Borrower's note dated ... July 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 ...January 11, 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 ....Sublett...., State of Wyoming:

All interest of mortgagors, leasehold or otherwise, including all improvements thereon to the following: Tract twenty three (23), Sylvan Bay Subdivision, Sublett County, Wyoming.

180103

RECORDED July 14 1980 11:30 A M
IN BOOK 53 Mtg PAGE 51
FEES $10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLucie

which has the address of ....Sylvan Bay...., ...Pinedale.....,
[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.

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.

J. Monte Wight —Borrower

Maxine Wight —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this July 11, 1980 by
(date)

J. Monte Wight and Maxine Wight
(person acknowledging)

My Commission expires:
5-15-81

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT LEE VIERECK and BETTY JANE VIERECK, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Thirty-Eight Thousand and No/100********** Dollars, due on demand at maturity with interest from 7/15/80 at the rate of Sixteen (16) per cent per annum, payable ~~annually~~ evidenced by one promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE, Box 519, Pinedale, Wyoming 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 Four (4), Block One (1) of the K & M Addition to the Town of Pinedale, Sublette County, Wyoming.

FILED

Red Bk 11 pg 134

RECORDED July 17 1980 10:45 AM
IN BOOK 33 Misc PAGE 535
FEES $6.00 Paid Yoke COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Barbara Kay McKenzie

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 15th day of July A. D. 1980.

In the presence of

Robert Lee Viereck
Robert Lee Viereck

Betty Jane Viereck
Betty Jane Viereck

[redacted] [redacted] [redacted]

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me this 15th day of July, 1980, by Robert Lee Viereck and Betty Jane Vereck.

Witness my hand and official seal.

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, $

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MORTGAGE

THIS MORTGAGE is made this 17th day of July, 1980 between the Mortgagor, Ben J. Boschetto Jr. and Connie Boschetto, Husband and Wife (herein "Borrower"), and the Mortgagee, Rocky Mountain Federal Savings and Loan, a corporation organized and existing under the laws of United States of America, whose address is 311 College Drive Rock Springs, Wyoming 82901 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Thousand----------no/100 Dollars, which indebtedness is evidenced by Borrower's note dated 7-17-80 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 8-1-2010;

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:

PARCEL #1:

THAT PORTION OF THE S½NW¼NW¼ OF SECTION 29, T. 38 N., R. 113 W., OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING LYING EAST OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 187.

PARCEL #2:

A TRACT OF LAND IN THE NW¼ OF SECTION 29, T. 38 N., R. 113 W., OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Beginning at the SE corner of the N½NW¼NW¼ of Section 29; thence, S.89°47'41"W., along the South line of the N½NW¼NW¼, a distance of 185.99 feet to a point on the NE right of way line of U.S. Highway 187; thence, N.43°38'39"W. along said right of way line a distance of 100.35 feet; thence, N.77°56'40"E., a distance of 509.25 feet; thence, S.08°36'15"W., a distance of 548.64 feet to a point on the NE right of way line of U.S. Highway 187; thence, N.43°38'39"W. along said right of way line a distance of 232.28 feet to a point on the east line of the NW¼NW¼ of Section 29; thence, N.00°06'29"W. along the east line of the NW¼NW¼ Section 29 a distance of 196.06 feet to the point of beginning.

180107

RECORDED July 21 1980 1:35 PM
IN BOOK 33 Mtg PAGE 57
FEES $ 10.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

which has the address of General Delivery [Street], Bondurant, Wyoming 82922 [City] [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.

[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 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

[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.

Ben J. Boschetto, Jr. --Borrower

Connie Boschetto --Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this 17th July 1980 (date) by

Ben J. Boschetto Jr. and Connie Boschetto, Husband and Wife
(person acknowledging)

My Commission expires:
7-15-82

R Dave Lanne
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

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Rel Bk 12 pg 157

MORTGAGE DEED — FORM NO. 4

THE MILLS COMPANY, SHERIDAN 141502

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KYLE WALKER and BEV WALKER, husband and wife,

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of

Forty-Five Thousand and No/100- - - - - -($45,000.00) Dollars, due 11/15/80

with interest from 2/4/80 at the rate of 18 per cent per annum, payable at maturity ~~annually~~

evidenced by one promissory note , of even date herewith,

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:

per Schedule A attached

RECORDED August 12 1980 1:45 PM
IN BOOK 53 Misc. PAGE 61
FEES $ 5.00 Vera G. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara Faught

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 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 February A. D. 19 80.

In the presence of

Kyle Walker

Bev Walker

[redacted] [redacted] [redacted]

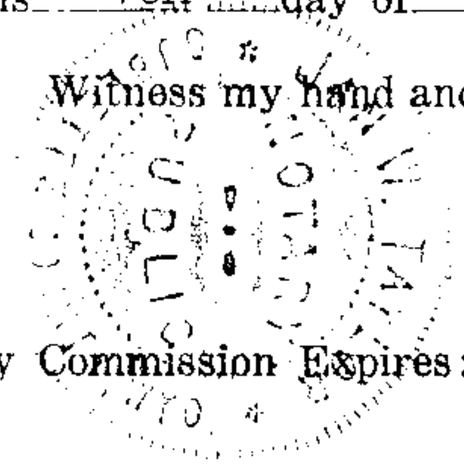
State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Kyle Walker and Bev Walker,

_____, _____,

this 4th day of February, 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, $ .....

KYLE WALKER
LEGAL DESCRIPTION
SOUTH 10 ACRES

January 4, 1978
J. O. 463

A tract of land located in the NE¼ NE¼ of Section 11, T.33N., R.109W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at a point which is N.89°55'00"W., a distance of 418.00 feet from the southeast corner of said NE¼ NE¼; thence from point of beginning N.00°05'10"E., a distance of 15.43 feet to a point on the centerline of a 30 foot wide right-of-way; thence following said centerline N.79°31'38"W., a distance of 0.53 feet to a point of curve to the right, said curve having a central angle of 80°23'13", a radius of 308.95 feet and a tangent of 261.02 feet; thence along the arc of said curve a distance of 433.56 feet; thence N.00°51'35"E., a distance of approximately 327 feet; thence leaving said centerline WEST, a distance of approximately 655 feet to a point on the west line of said NE¼ NE¼; thence southerly along the west line of said NE¼ NE¼, a distance of approximately 650 feet to the southwest corner of said NE¼ NE¼; thence easterly along the south line of said NE¼ NE¼, a distance of approximately 904 feet to the point of beginning; said tract contains approximately 10 acres.

Schedule A

[redacted] [redacted] [redacted]

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE [redacted] ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Michael S. Nystrom, a single man

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

Twelve thousand four hundred and 00/100 Dollars, due Jan 22, 81

with interest from date at the rate of 16 per cent per annum, payable semi 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:

Tract (24) of Forty Rod Ranches, an addition to Sublette County, Wyoming.

Situated in Section 24, Township 35 N, Range 111 West of the 6th P.M.

19[illegible]

RECORDED July 24 19 80 4:30 PM
IN BOOK 33 Misc PAGE 64
FEES $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Barbara Langer

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 22 day of July A. D. 19 80.

In the presence of

Michael S Nystrom

Rel. Bk 11 Pg 115

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State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Michael S. Nystrom,

this 22nd day of July, 19 80.

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, $

MORTGAGE

THIS MORTGAGE is made this EIGHTEENTH day of JULY, 19 80 between the Mortgagor, EUGENE E. ANDREWS AND ALBERTA BOONE ANDREWS, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, ROCKY MOUNTAIN FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is P. O. BOX 252 GREEN RIVER, WY. 82935 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FOURTEEN THOUSAND AND NO/100----------Dollars, which indebtedness is evidenced by Borrower's note dated JULY 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 AUGUST 1, 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:

LOTS 3 AND 4, BLOCK 1, HENNICK SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

180537

RECORDED July 25 19 80 9:45AM
IN BOOK 33 Mtg PAGE 66
FEES $ 10.00 Lois J. Gabe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara Langer

which has the address of 347 NORTH LAKE AVENUE [Street], PINEDALE [City],
WY. 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 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

[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.

X Eugene E Andrews
EUGENE E. ANDREWS —Borrower

X Alberta Boone Andrews
ALBERTA BOONE ANDREWS —Borrower

STATE OF WYOMING, SWEETWATER County ss:

The foregoing instrument was acknowledged before me this JULY 18, 1980 (date) by

EUGENE E. ANDREWS AND ALBERTA BOONE ANDREWS, HUSBAND AND WIFE
(person acknowledging)

My Commission expires:
JUNE 11, 1983

John Morrell
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

REAL ESTATE MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ACCOUNT NUMBER: 95605180

MORTGAGOR(S):

LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
Cukale	Gary	L.	Shirley John Cukale

MAILING ADDRESS	STREET	CITY	STATE	ZIP
P.O. Box 12		Jora	Wyoming	82925

MORTGAGEE:
or its successors or assigns
AVCO Financial Services of Cheyenne Inc.
Rock Springs WYOMIN

WITNESSETH, that Mortgagor(s), does mortgage, grant, bargain, sell, and convey, unto Mortgagee, its successors or assigns the followi described Real Estate in the county of Sweetwater, State of Wyoming, to wi

SOUTHWEST QUARTER SOUTHEAST QUARTER SOUTHWEST QUARTER SECTION Three (3)
TOWNSHIP Nine (9) North RANGE 110 West OF The 6th PM
Sweetwater County, WYOMING

together with all buildings and improvements, additions and alterations, now or hereafter erected thereon and the hereditaments a appurtenances pertaining to the property above described, and all streets, lanes, alleys, passageways, rights, liberties, licenses and privileg including water and mineral rights, belonging to or in any way pertaining thereto, all of which are hereafter referred to as the "premises

TO HAVE AND TO HOLD the above-described premises, with the appurtenances unto the said Mortgagee, its successors and assigns, forev for the purposes and uses herein set forth free from all rights and benefits under any Homestead Laws, which said rights and benefits the s Mortgagor does hereby expressly release and waive.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal s with interest, as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "promissory note dated July 24, 1980, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum $ 43,011.90; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor i maximum amount of $25,000; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to th parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order;

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, a all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss fire and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner, such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collectio shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, a each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premis and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance abo provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes a assessments without determining the validity thereof; and (c) Such disbursements shall be deemed a part of the indebtedness secured this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvemen now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting t premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildin which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of s Promissory Note and this Mortgage, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, witho releasing or affecting the personal liability of any person or the priority of this Mortgage, and that he does hereby forever warrant and w forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagor shall fail or neglect to pay installments on said Promissory Note as the sa may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premi by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premis then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Promissory Note secured hereby sh immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other pers who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right and power immediately to foreclose t Mortgage and to sell the property hereinabove described by advertisement and sale, as provided by the statutes of the State of Wyoming, or foreclose this Mortgage by court action, and from the rent, issues and profits, if any are received by it, and out of the proceeds of any sale the mortgaged premises, the Mortgagee shall pay all costs of foreclosure and sale, including reasonable attorney's fees, to the extent permitt by law, and apply the balance to the payment of all sums due hereunder.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s), if a signer of the Promissory Note, shall be liable for a deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expen of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

(3) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds the loan hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised wh the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver any default then existing and continuing or thereafter accruing.

(5) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other ri that the Holder has or may have.

(6) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payme when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Promissory Note at the time and the manner aforesaid and shall abide by, comply with; and duly perform all the covenants and agreements herein, then this conveyance shall null and void.

(7) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the part hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(8) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(9) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensati awards, other payments therefor and apply the same on said indebtedness.

(10) If any of the undersigned is a married person, he represents and warrants that this instrument has been executed in his behalf, a for his sole and separate use and benefit and that he has not executed the same as surety for another.

(11) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself a family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or the Unit States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and t undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficie amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption may be set apart in bankruptcy, to the extent permitted by law.

(12) This Mortgage shall be construed according to the laws of the State of Wyoming.

(13) It is agreed that the loan hereby secured is made subject to the Wyoming Uniform Consumer Credit Code and shall be considered for purposes a Supervised Consumer Loan.

DATE OF MORTGA(

WITNESS the hand and seal of the Mortgagor, the day and year first written. July 24, 19[illegible]

* _____ (SEAL) (Witness)

* _____ (SEAL) (Witness)

* John Cukale (SEAL) (Mortgagor)

* _____ (SEAL) (Mortgagor)

* Please type or print name under signatures.

STATE OF WYOMING)
) ss:
COUNTY OF Sweetwater)

I, Karen K. Waters, a notary public, in and for the county and St aforesaid, Do hereby Certify That John Cukale, a single person a Gary L. Cukale and Shirley Cukale, his wife, personally known to me to be the same perso whose names are subscribed to the foregoing instrument, appeared before me this d in person and acknowledged that they signed, sealed, and delivered the said instrument their free and voluntary act for the uses and purposes therein set forth, includi the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 24 day July , A.D. 198

My Commission expires June 15, 1988.

NOTARY PUBLIC

This Mortgage must be recorded

MORTGAGE

FROM

TO

STATE OF WYOMING)
) ss.
County,)

This instrument was filed for record on the 25th day of July A. D. 19 80, at 3:16 o'clock P M., and duly recorded in Book 330 Misc on page 70
Recording Fee, $ 6.00

REGISTRATION FEE

Amt. of Indebtedness $ _____ Fee $ _____
Paid this _____ day of _____, 19 ___
No. 18054

By Lou J. Lyke
County Clerk, and Ex-Officio Register of Deeds.

Barbara Taylor
Deputy Clerk

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That DAVID SEBESTA, mortgagor, of Sublette County, State of Wyoming, to secure the payment of FOURTEEN THOUSAND TWO HUNDRED DOLLARS ($14,200) with interest from date hereof at the rate of TWELVE PER CENT (12%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable $7,100 and accrued interest on January 10, 1981, and $7,100 and accrued interest on January 10, 1982, DOES HEREBY MORTGAGE to JAMES T. NOBLE and MARGRET A. NOBLE, mortgagees, whose address is Cora, Wyoming 82925, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Township 34 North, Range 110 West of the Sixth Principal Meridian

Section 21 - S/2 SW/4 SE/4

Access to this parcel is granted as an easement through the property of James T. Noble and Margret Ann Noble, owners; said easement being 20 feet wide, the north and/or west boundary of said easement being described as follows:

Beginning at a point which is North along the east section line, a distance of 841.8 feet from the Southeast Corner of said Section 21, said point also being on the centerline of the "Cora Road";

thence from point of beginning S.73°31.2'W., a distance of 95.7 feet;

thence S.16°28.8'E., a distance of 140.42 feet;

thence West and parallel to the north line of the S/2 of the SE/4 SE/4, a distance of 1288.07 feet;

thence South, a distance of 20.0 feet to a point which lies 20.0 feet west of the northeast corner of the S/2 of the SW/4 SE/4.

19[illegible]

RECORDED July 28 1980 4:10 P M
IN BOOK 33 Misc PAGE 72
FEES $ 8.00 Lois J Lyke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara Sauger

Check due
Bk 10 Misc
Pg 674

The above described property is conveyed TOGETHER WITH all improvements thereon, and easements, appurtenances, incidents, rights of way, remainder and reversionary rights, and rents, issues and profits belonging or appertaining thereto; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and all rights to the use of all water, ditches and reservoirs used in connection therewith or appertaining thereto;

SUBJECT, HOWEVER, TO the following:

1- All exceptions, reservations, conditions, easements and rights of way in sight or of record, including, but not limited to, roadways, ditch, pipe line and water rights;

2- All exceptions, reservations and conditions contained in the patents to said lands;

3- There shall be no further subdivision of the 20-acre parcel;

4- Only one family dwelling shall exist on each 20-acre parcel;

5- The dwelling shall be built and positioned so as to fit and blend with the surrounding countryside;

6- No trailers or commercial buildings shall be allowed.

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 _____ 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 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;

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

DATED this 10th day of January, 1980.

David Sebesta
DAVID SEBESTA

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DAVID SEBESTA this 28th day of July, 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

MORTGAGE DEED—FORM NO. 4.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Thomas B. and Ruby Scholebo Husband and Wife

mortgagor, of Fremont County, State of Wyoming, to secure the payment of FIFTY FOUR THOUSAND FIVE HUNDRED TWENTY TWO DOLLARS AND NO/100 Dollars, due June 15, 1981 with interest from June 18, 1980 at the rate of 14% per cent per annum, payable once annually evidenced by one promissory note, of even date herewith, $54,522.00 plus interest due on June 15, 1981 at 14%

do hereby mortgage to RIVERTON STATE BANK

mortgagee, whose address is P.O. BOX BE, RIVERTON, WY 82501

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

DESCRIPTION:
TRACT 2
A parcel of land located in the Northeast Quarter (NE¼) of Section 36 , Township 2 North, Range 4 East, Wind Rivert Meridian, Fremont County, Wyoming, being more particularly described as follows:
Beginning at the Northwest Corner (NW Cor.) of said (NE¼) and considering the north line of said (NE¼) to bear North 89°55'00" West with all bearings contained berein relative thereto;
Thence South 00°03'27" East along the west line of said (NE¼), 330.00 feet;
Thence South 89°55'00" East, 655.33 feet;
Thence North 00°05'00" East, 330.00 feet to the north line of said (NE¼);
Thence North 89°55'00" West along said north line, 656.14 feet to the Point of Beginning;
Containing 4.968 Acres;
SUBJECT TO a sixty (60') foot wide easement along the west boundary for utilities, drainage and roadway and a thirty (30) foot wide easement along the north boundary for utilities, drainage, irragation and existing County Road.

TRACT 1
Tract 21 of the Tyler Subdivison, Sublette County, Wyoming.

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 $54,522.00 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 appoints 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 18th day of June A. D. 19 80.

In the presence of

Kent C. Shurtleff

Kent C. Shurtleff, Vice President

Thomas B. Scholebo

Ruby Scholebo

Recorded
JUL 27 1980 Book 134 of Misc. Records, page 405
10 o'clock AM James A. Part
County Clerk

State of Wyoming }
County of Fremont } ss.

The foregoing instrument was acknowledged before me by Thomas B. & Ruby Scholebo,
Husband and Wife
, ,
this 18th day of June, 19 80.

Witness my hand and official seal.

Jody A. Wright
Signature
Jody A. Wright, Notary
Title of Officer

My Commission Expires: March 19, 1984

190625

RECORDED August 1 19 80 10:50 AM
IN BOOK 33 Misc. PAGE 75
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara Langer

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, $

77 Rec'd Aug 5th 1980 at 647

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS SHERMAN HEYDT, SR. and ELIZABETH J. 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 with interest from 7/25/80 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 $217.38 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:

Township 33 North, Range 111 West, 6th P. M., Sublette County, Wyoming: Section 2: E½E½SW¼SE¼, and SE¼SE¼NW¼SE¼;

18065D

RECORDED August 5, 1980 2:30 PM
IN BOOK 53 Misc PAGE 77
FEES $6 Nancy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy Nancy Wallace

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 25th day of July A. D. 1980.

In the presence of

Thomas Sherman Heydt, Sr.
Thomas Sherman Heydt, Sr.
Elizabeth J. Heydt
Elizabeth J. Heydt

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me by Thomas Sherman Heydt, Sr., and Elizabeth J. Heydt, _____,

this 25th day of July, 19 80.

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, $ _____

79

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Robert A. and Sue Hoeffer, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty thousand and 00/100 Dollars, due Oct 19, 1980 with interest from date at the rate of 18 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 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), Two (2), Three (3) and Four (4) of Block Forty Five (45) to the Original Town of Marbelton, Sublette County, Wyoming.

RECORDED August 5, 1980 2:22 P M
IN BOOK 33 Misc PAGE 79
FEES $6.00 Lou 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 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 June A. D. 19 80.

In the presence of

Robert A Hoeffer

Sue Hoeffer

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert A. Hoeffer, Sue Hoeffer, this 19 day of June, 19 80.

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, $

7-10-85

81

RISE: Book 12, Page 718

REAL ESTATE MORTGAGE

FORM FLB 208-Open-End (Rev. 1-77)

Date July 22, 1980

Boroff Land and Livestock, Inc.

_____, Mortgagors,

of Sublette County, Wyoming, in consideration of the Promissory Note and Loan Agreement hereinafter described, and the agreement of the Mortgagee to make future and additional advances, 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.

RECORDED August 6 1980 10:15 A M
IN BOOK 33 Mtg PAGE 81
FEES $ 9.00 Laura Yake
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
by Dorothy M Stone

18109

containing 2,418 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 and Loan Agreement of even date herewith, and for all advances, including future and additional advances, with interest according to the terms and conditions of said note and agreement, provided that the total principal advances outstanding and unpaid at any one time shall not exceed the sum of $ 240,000.00. (This limitation upon principal advances shall not restrict the Mortgagee from making any of the advances hereafter authorized.) MORTGAGEE IS CONTRACTUALLY OBLIGATED TO MAKE ADVANCES TO MORTGAGOR under the terms and conditions of the Promissory Note and Loan Agreement for the period set out in said note and agreement, not to exceed a period of 11 years from the date hereof. The final payment of principal and interest is 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.

[redacted] [redacted] [redacted]

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 on any other default in the terms of the note and mortgage.

(i) 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 number and as masculine, feminine, or neuter gender, according to the context.)

Boroff Land and Livestock, Inc. (SEAL)

BY: Max Boroff (SEAL)
Max Boroff President

Jon T. Boroff (SEAL)

ATTEST: (SEAL)
Jon T. Boroff Secretary-Treasurer

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

FORM 2781 (Rev. 12-72)

On this 6th day of August, A.D., 19 80, before me, a Notary Public in and for said County and State, personally appeared Max Boroff and Jon T. Boroff, to me personally known to be the identical persons who executed the foregoing instrument, who being by me duly sworn did say that they are President & Sec. Treas 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 by it voluntarily executed.

My commission expires 8-13-83.

Ronald M Nagel
Ronald M Nagel
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only

Loan No. 707-3-8568668

Assignment No. _____

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF _____ } ss.
COUNTY OF _____

This instrument was filed for record at _____ 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 $ _____

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	SEC.	TWP.	RG.
SW¼ SE¼ (except a portion of said SW¼ SE¼ described as follows: A strip of land 20 feet wide along the West line of said SW¼ SE¼ extending from the West line of said SW¼ SE¼ Easterly a distance of 20 feet, and extending North and South for the full length of said SW¼ SE¼); and E½ SE¼--	8		
S½; and SE¼ NE¼----------	9		
S½ SW¼; and SW¼ SE¼----------	10		
W½ E½; and W½----------	15		
NE¼ and E½ NW¼ (except a portion of the NW¼ NE¼ and NE¼ NW¼ of Section 17 described as follows: Beginning at the North Quarter Section corner of Section 17, and proceeding thence Westerly along the North line of said Section 17 a distance of 223.0 feet to Corner No. 1, thence proceeding South a distance of 1000.0 feet to Corner No2, thence proceeding West a distance of 300.0 feet to Corner No.3, thence proceeding South 0 degrees 05 minutes West a distance of 300.0 feet to Corner No. 4, thence proceeding South 89 degrees 58 minutes East a distance of 550.0 feet to Corner No.5, thence proceeding North 22 degrees 15 minutes East a distance of 299.8 feet to Corner No.6, thence proceeding North 55 degrees 30 minutes East a distance of 286.7 feet to Corner No.7, thence proceeding North 6 degrees 35 minutes West a distance of 866.1 feet, more or less, to corner No.8, which is a point on the North line of the above-described Section 17, thence proceeding Westerly along the North line of said Section 17 a distance of 277.0 feet, more or less, to the North Quarter Section corner of said Section 17, which is the point of beginning herein above mentioned)---------	17		
N½ N½----------	22		
All in----------		34N	111 W 6th P.M.
E½ W½; and W½ E½----------	17		
NE¼; and N½ SE¼; and SW¼ SE¼----------	19		
NW¼; and W½ NE¼; and N½ SW¼; and NW¼ SE¼----------	20		
All in----------		36N	111 W 6th P.M.

M.B. 8-6-80

JB 8-6-80

Assignment of Mortgage.
By Corporation.

Form No. 47-M

Minnesota Uniform Conveyancing Blanks (Revised 1976)

[redacted] [redacted] [redacted]

Know All Men by these Presents, *That*

PRESIDENT HOMES, DIVISION OF HARVEY BUILDERS, INC.

a corporation duly organized and existing under the laws of the State of Minnesota *party of the first part, in consideration of the sum of*

-One Dollar and other valuable consideration- *Dollars,*

in hand paid by AMERICAN NATIONAL BANK AND TRUST COMPANY
370 Minnesota Street, Saint Paul, Minnesota 55101

part y of the second part, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, and set over, to said part y of the second part, and assigns, that certain mortgage executed by FRED VIROSTKO and NORMA J. VIROSTKO, husband and wife,

as mortgagor to PRESIDENT HOMES, DIVISION OF HARVEY BUILDERS, INC.

as mortgagee, bearing date the 10th *day of* June, *19* 80, *filed for record in the office of the County Recorder of the County of* Sublette *and State of* ~~Wyoming~~, *on the* 19th *day of* June, *19* 80, *and recorded in Book* 33 *of* Mortgages, *page* 9, *as Document No.* 180160, *together with all right and interest in the land therein described, and in the note and obligations therein specified, and to the debt thereby secured; and hereby constitutes and appoints said party of the second part its attorney irrevocable to collect and receive said debt, and to foreclose, enforce, and satisfy said mortgage the same as it might or could have done were these presents not executed, but at the cost and expense of second part y, and does hereby covenant with said part y of the second part, and assigns, that there is still due and unpaid of the debt secured by said mortgage the sum of* Sixty Four Thousand Two Hundred Thirty-four & 80/100 *Dollars, with interest thereon at* -- *per cent per annum from the* -- *day of* -- , *19* --, *and that it has good right to sell, assign, and transfer the same.*

In Testimony Whereof, *The said first party has caused these presents to be executed in its corporate name by its President and its and its corporate seal to be hereunto affixed this* 29th *day of* July, *19* 80.

PRESIDENT HOMES, DIVISION OF HARVEY BUILDERS, INC.

By [signature]

Its President

August 8, 80 Misc 84
33 Mtg
4 pcs Sheet of Yake
by Dorothy M Klein

Its

State of Minnesota,

County of HENNEPIN } ss.

The foregoing instrument was acknowledged before me

this 29th *day of* July, *19* 80,

by HARVEY A. LUBOV, PRESIDENT
(NAME OF OFFICER OR AGENT, TITLE OF OFFICER OR AGENT)

~~(NAME OF OFFICER OR AGENT, TITLE OF OFFICER OR AGENT)~~

of PRESIDENT HOMES, DIVISION OF HARVEY BUILDERS, INC.
(NAME OF CORPORATION ACKNOWLEDGING)

a MINNESOTA
(STATE OR PLACE OF INCORPORATION)

corporation, on behalf of the corporation.

[signature]
(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

FRANCES BAILEY
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Aug. 2, 1982

THIS INSTRUMENT WAS DRAFTED BY
PRESIDENT HOMES, (Name)
4808 NORTH LILAC DR (Address)
MPLS, MN 55429
by: F. Bailey

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Rlse Book 12 Page 737

85

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That HAROLD P. FALER and BEULAH M. FALER, husband and wife, and JUDSON B. FALER and CLAIRE FALER, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of FIVE HUNDRED FIFTY THOUSAND DOLLARS ($550,000), due September 1, 1980, with interest from July 1, 1980, at the rate of TWELVE PER CENT (12%) PER ANNUM, payable at maturity, evidenced by one promissory note, dated July 1, 1980, made and executed by HAROLD P. FALER and BEULAH M. FALER, DO HEREBY MORTGAGE to STATE BANK OF BIG PINEY, a Wyoming banking corporation, having its banking house in Big Piney, Wyoming, 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:

Block One (1) of the Faler Addition to the Town of Pinedale, Sublette County, 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, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way 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 and to keep the buildings thereon insured in a sum NOT LESS THAN FIVE HUNDRED THOUSAND DOLLARS ($500,000) 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;

Recorded August 8 80 8:00 A.M.
33 Mtg 85
6 Lou J Yake
STATE OF WYOMING
By Dorothy M. Lewis

8

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 5th day of August, 1980.

Harold P. Faler
HAROLD P. FALER

Beulah M. Faler
BEULAH M. FALER

Judson B. Faler
JUDSON B. FALER

Claire Faler
CLAIRE FALER

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by HAROLD P. FALER and BEULAH M. FALER, husband and wife, and JUDSON B. FALER and CLAIRE FALER, husband and wife, this 7th day of August, 1980.

Witness my hand and official ~~seal.~~

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

Faye Hammons
Notary Public

My commission expires:

P6

87 Released BK. 14 Rel-e Pg 168

MORTGAGE DEED—FORM NO. 4-A

THE MILLS COMPANY, SHERIDAN 142484

MORTGAGE

THIS MORTGAGE, made this 4th day of August, 1980, 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 Thousand Seven Hundred Fifty-four and 73/100

($ 40,754.73) 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 West Half of Lot 2, Favazzo Subdivision No. 2, Sublette County, Wyoming, more particularly described as follows:

A tract of land located in the N½ NW¼ SW¼ Section 34, T. 34 N., R. 109 W., 6th P.M., Sublette County, Wyoming, as follows:

Beginning at the southwest corner of Lot 2 of the Favazzo Subdivision No. 2; thence, N. 14° 13' E., a distance of 392.40 feet; thence, S. 89° 50' E., a distance of 213.95 feet; thence, S. 07° 40' 39" W., a distance of 383.76 feet; thence, N. 89° 54' W., a distance of 259.05 feet to the point of beginning;

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 the provisions of United States patents, and subject further to all easements and rights of way of record or in actual use.

180730

FILED August 11 1980 8:00 AM
BOOK 33 Misc PAGE 87
Recorded for Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

[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 Forty Thousand Seven Hundred Fifty-four and 73/100----------

($40,754.73--) Dollars, together with interest thereon at the rate of thirteen and one-quarter--- per cent (--13¼ %) per annum from August 4, 1980, until paid, according to the conditions of one promissory note, dated August 4, 1980, the ultimate maturity date of which is August 4, 1985, 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 Forty Thousand Seven Hundred Fifty-four and 73/100------

($40,754.73---) 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 ---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.

58

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
Jere Ryckman

Louise Ryckman
Louise Ryckman

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 5th day of August, 1980, before me personally appeared

JERE RYCKMAN and LOUISE RYCKMAN, 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 8, 1982

Ellen Smith
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]

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MILL[redacted]IDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD L. THOMPSON and MARY T. THOMPSON, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Thirty-one Thousand Seventy-three and No/100 ($31,073.00) due 12/15/80 and Twenty-five Thousand and No/100 ($25,000.00) - - - Dollars, due 21/15/81, with interest from 8/7/80 and 3/6/80 at the rate of 16% and 14% per cent per annum, payable at maturity respectively respectively evidenced by two promissory notes, 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 35 North, Range 110 West of the 6th P.M., Sublette County, Wyoming
Section 18: $W\frac{1}{2}$, $SE\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$;
Section 19: Lot 1 ($NW\frac{1}{4}NW\frac{1}{4}$) and $NE\frac{1}{4}NW\frac{1}{4}$.
Together with all improvements and appurtenances thereunto appertaining.

SUBJECT TO a first mortgage executed by Richard L. Thompson and Mary T. Thompson, husband and wife, in favor of The Travelers Insurance Company, dated December 8, 1977, recorded December 12, 1977 in Book 29 of Mortgages, page 539, given to secure $165,000.00.

180745

RECORDED August 13 1980 1:30 P M
IN BOOK 33 Mtg PAGE 90
FEES $6.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

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 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 7th day of August A. D. 19 80.

In the presence of

Richard L. Thompson
Mary T. Thompson

Rel'd Bk 11 pg 567

90

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard L. Thompson and Mary T. Thompson,

this 7th day of August, 19 80.

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 } 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 HILLS [illegible], SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Roger H. Anderson and Bonny Jo Anderson, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty-Four Thousand and 00/100---------- Dollars, due 7-30-81

with interest from date at the rate of 13.5 per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

Roger H. Anderson and Bonny Jo Anderson, husband and wife do hereby mortgage to First Wyoming Bank, n.a. -Kemmerer

mortgagee, whose address is 801 Pine Avenue Kemmerer, Wyoming 83101

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

A tract of land located in parts of the SE¼ NE¼ and NE¼ SE¼ of Section 22, T. 35 N., R. 111 W. of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at the East Quarter Corner of said Section 22: thence from point of beginning S.00° 51' 24" E along east section line a distance of 1181.08 feet to the south right-of-way line of Sublette County Road 23-149; thence N 83° 29'37"W along said south right-of-way line, a distance of 1308.47 feet; thence N00° 36' 56"W along the west boundary of said NE¼ SE¼; a distance of 1018.76 feet; thence N 00° 41'37" W. along the west boundary of said SE¼ NE¼, a distance of 130.00 feet; thenceN 89°22'50"E, a distance of 1296.69 feet; thence S.01°00'16"E along the east section line, a distance of 130.00 feet to the point of beginning; said tract contains 36.58 acres, more or less.

180779

RECORDED August 14 1980 10:30 A M
BOOK 33 Mtg PAGE 92
4.00 Fee J Yake
COUNTY CLERK
WYOMING by Dorothy M. Thurman

MORTG[illegible]
[illegible]
[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 ---------- 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 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 ---------- 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 July A. D. 1980.

In the presence of

Roger H. Anderson
Bonny Jo Anderson

Ptl. Rlse Book 12 - Page 510 - Lot 4
Ptl Rlse Book 12 - Page 503 - Lot 3

92

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Roger H. Anderson, Bonny Jo Anderson, this 28th day of July, 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. Fees, $

MORTGA[redacted]D—FORM NO. 41[redacted]

THE [redacted] ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT B. MURDOCK and CAROL R. MURDOCK, husband and wife,

mortgagor S , of Sublette County, State of Wyoming, to secure the payment of Seven Thousand and No/100 - -($7,000.00) - - - - - Dollars, due with interest from 8/12/80 at the rate of eight(8%) per cent per annum, payable annually evidenced by one promissory note , of even date herewith, payable at the rate of $2,000.00 per year, said payments including interest at the rate of 8% per annum on unpaid balance, first payment due 12/31/80,and payments due the 31st of each December thereafter until paid in full, do hereby mortgage to payments to be credited first to interest, balance to principal ZELMA WARDELL

mortgagee, whose address is 2184 Woodfield Park R. D.

Memphis, Tennessee 38134

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) and Four (4), Block Four (4) of the Triangle Addition to the Town of Pinedale, Sublette County, Wyoming, lying West of the centerline of the Lee Ditch, together with all improvements and appurtenances, and all rights of way appertaining to said property;
SUBJECT TO easements and rights of way of record or in use and to reservations and restrictions of record.

180761

RECORDED August 13th 19 80 11:50 AM
IN BOOK 33 Mtg PAGE 94
FEES $ 4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLaren

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 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 August A. D. 19 80 .

In the presence of

Robert B Murdock
Robert B. Murdock
Carol R. Murdock
Carol R. Murdock

74

95

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert B. Murdock and Carol R. Murdock,

this 13th day of August, 1980.

Witness my hand and official seal.

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

My Commission Expires: 4/22/82

Donna E. Sievers
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, $

MORTGA[redacted]D FORM NO. 41[redacted] THE N[redacted]TRIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS SHERMAN HEYDT, SR. and ELIZABETH J. 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

with interest from 7/25/80 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 $217.38 which include interest

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:

Lot 2, Block 4 of the Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

[redacted]

[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 25th day of July A. D. 1980 .

In the presence of

Thomas Sherman Heydt, Sr.

Elizabeth J. Heydt

76

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Thomas Sherman Heydt, Sr., and Elizabeth J. Heydt, ,

this 1st day of July, 1980.

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, $

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE [redacted] SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LEONA ROBERTS, a single woman,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Eleven Thousand and No/100 - -($11,000.00) - - - - Dollars, due 8/20/88 with interest from 8/8/80 at the rate of sixteen (16%) per cent per annum, payable monthly ~~xxxxxx~~ included in payment evidenced by one promissory note, of even date herewith, payable in 96 monthly payments of $205.82 which include interest, first said payment due 9/20/80

do es 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 4, Block 1, Cooley Ninth 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.

196791

RECORDED August 15, 1980 10:30 A M
IN BOOK 33 Mtg PAGE 98
FEES $6.00 Lou J Yake 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 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 8th day of August A. D. 1980.

In the presence of

Leona Roberts
Leona Roberts

Book 11 pg 281
98

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Leona Roberts,
_____, _____,
this 8th day of August, 1980.

Witness my hand and official seal.

Jan M Taylor
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, $ .....

MORTGAGE DEED

1. Undersigned Richard Wilson and Nan C. Wilson
Lester Anderson and Grace Anderson - Box 88 - Pinedale, WY 82941
herein designated, whether one or more, as Mortgagor, of Fremont County, State of Wyoming, to secure the payment of Mortgagor's indebtedness to The First National Bank of Riverton, Riverton, Wyoming, a United States banking corporation, with principal offices at Riverton, 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 $ 100,000.00, 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:

"SEE ATTACHED EXHIBIT A"

189507

RECORDED August 18 1980 8:15 AM
IN BOOK 33 Mtg PAGE 100
FEES $8.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

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 continously 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 18% 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 exparte 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 Richard Wilson Lester Anderson 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 WHEREOF, Mortgagor has caused this mortgage to be executed and delivered this 13th day of August, 19 80.

Dated August 13, 19 80.

Lester Anderson

Richard Wilson

Grace Anderson

Nan C. Wilson

COUNTY OF FREMONT } SS
STATE OF WYOMING }

The foregoing instrument was acknowledged before me this 13th day of August, 19 80
By Richard Wilson and Nan C. Wilson and Lester Anderson and Grace Anderson.

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

"EXHIBIT A"

TOWNSHIP 34 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 32 : NE¼NW¼, S½NW¼ and NW¼NE¼ EXCEPTING A TRACT OF LAND IN THE NW¼NE¼ described as follows: Beginning at the point for the intersection of the east right of way line of the Ehman Lane County Road No.23-144 and the north line of said Section 32, thence, S.89°51'E., 70.60 feet from the North one-quarter corner of said Section 32; thence, S.01°04'E., the base bearing for this survey, 256.80 feet along the said right of way line to a point; thence, S.89°51'E., 769.95 feet to a point; thence, N. 36°04'W., 318.15 feet to a point on the north line of said Section 32; thence, N.89°51'W., 587.40 feet along the said north line to the Point of Beginning.

103 Deed Bk 10 pg 665

MORTGAGE

THIS MORTGAGE is made this 7th day of August, 19 80, between the Mortgagor, JAMES KLEYMAN and REBECCA LYNN KLEYMAN, husband and wife (herein "Borrower"), and the Mortgagee, FIRST WYOMING BANK, a corporation organized and existing under the laws of the United States, whose address is P.O. Box 528 Jackson, WY (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-FIVE THOUSAND TWENTY AND NO/100 ($55,020.00) Dollars, which indebtedness is evidenced by Borrower's note dated 8-7-80 (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 7, 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 County, State of Wyoming:

Lot 11, Block 5, Hennick 2nd Addition to the Town of Pinedale,
Sublette County, Wyoming.

180799

RECORDED August 18 1980 1130 AM
IN BOOK 33 Mtg PAGE 103
FEES $ 10.00 Lenore Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

which has the address of [Street], [City],
[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.

X James Kleyman
James Kleyman —Borrower

X Rebecca Lynn Kleyman
Rebecca Lynn Kleyman —Borrower

STATE OF WYOMING, Teton County ss:

The foregoing instrument was acknowledged before me this 8-7-80 (date) by JAMES KLEYMAN and REBECCA LYNN KLEYMAN (person acknowledging)

My Commission expires: 6-19-83

Kathleen M. Jenks
Notary Public

Kathleen M. Jenks NOTARY PUBLIC
Teton County State of Wyoming
Commission Expires June 19, 1983

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this 11th day of August, 19 80, between the Mortgagor, Faler's General Store, a co-partnership consisting of Harold R. Faler *(continued below)(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, WY 82901 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO/100----------Dollars, which indebtedness is evidenced by Borrower's note dated August 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 Demand.

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:

E/2 AND NW/4 OF BLOCK 2, COOLEY FIRST ADDITION TO THE TOWN OF PINEDALE,

SUBLETTE COUNTY, WYOMING.

*Beulah M. Faler and Judson B. Faler.

180803

RECORDED August 18 1980 12:15 PM
IN BOOK 33 MISC PAGE 107
FEES $6.00 Lou J. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara Langer

which has the address of [Street] Pinedale [City],
WY 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 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.

FALER'S GENERAL STORE, a co-partnership

Judson B. Faler, Partner

Harold P. Faler, Partner —Borrower

Beulah M. Faler, Partner —Borrower

STATE OF WYOMING, [redacted] Sublette County ss:

The foregoing instrument was acknowledged before me this August 11, 1980 by
(date)

HAROLD P. FALER, BEULAH M. FALER and JUDSON B. FALER
(person acknowledging)

My Commission expires:

Faye Hammons
Notary Public

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 1983

(Space Below This Line Reserved For Lender and Recorder)

111 Misc Bk 11/17 498

MORTGAGE

THIS MORTGAGE is made this 14 day of August, 19 80, between the Mortgagor, Thomas Wirtz and Lois J. Wirtz, 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, WY 82901 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY ONE THOUSAND TWO HUNDRED DOLLARS AND NO/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated August 14, 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 September 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 4, HINES ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

180818

Assignment B 34 P 171

Filed August 19 80 11:45 A.M.
Book 33 Mtg Page 111
Fee $10.00 Lee J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M Stein

which has the address of 57 West Rendezvous Street [Street], Pinedale [City], WY 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

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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 earliest to occur of: (a) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (b) 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.

Thomas Wirtz .....
--Borrower

Lois J. Wirtz .....
--Borrower

STATE OF WYOMING ..... Sweetwater ..... County ss:

The foregoing instrument was acknowledged before me this .. August 14, 1980 ..... by .....
(date)

... Thomas Wirtz and Lois J. Wirtz, Husband and Wife .....
(person acknowledging)

My Commission expires: August 8, 1983

.....
Notary Public

NOTARY PUBLIC

(Space Below This Line Reserved For Lender and Recorder)

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 August 14, 19 80, was made and executed by Thomas Wirtz & Lois J. Wirtz, Husband & Wife to First Security Bank of Rock Springs as Mortgagee, as was recorded on Aug. 19, 1980, 19 80, in book 33 Mortgage at page 111 thru 114 of the records of the County Recorder of Sublette County, Wyoming and covers real property situated in said county described as follows:

LOT 4, HINES ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

190819

RECORDED August 19 1980 11:45 A M
IN BOOK 33 Mtg PAGE 115
FEES $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thiriot

Dated this 15 day of August, 19 80.

FIRST SECURITY BANK OF ROCK SPRINGS
STATE ASSOCIATION

by George Stahla
Assistant Vice-President

SEAL

STATE OF WYOMING
COUNTY OF SWEETWATER

On this 15 day of August, A.D. 19 80, 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 George Stahla acknowledged to me that said Corporation executed the same.

SEAL Notary Public

My Commission Expires August 8, 1983

MORTGAGE

THIS MORTGAGE is made this 15 day of August, 19 80, between the Mortgagor, Richard R. Zeigler and Nancy M. Zeigler, Husband & 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, WY 82901 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY THOUSAND DOLLARS AND NO/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated August 15, 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 September 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 3 AND THE NORTH ½ OF LOT 4, BLOCK 25, COOLEY FIFTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

180811

Assignment Bk 34 p 173

RECORDED August 20 1980 4:30 PM
Bk 33 Mtg ... 116
10 cc Lang Yale COUNTY CLERK

by Dorothy M Shinn

which has the address of 424 N. Tyler Avenue [Street], Pinedale, [City],
WY 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.

116 Rlsd. BC 17 Rel. pg. 160

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

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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 the 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.

Richard R. Zeigler —Borrower

Nancy M. Zeigler —Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this August 15, 1980 by
(date)

Richard R. Zeigler & Nancy M. Zeigler, Husband and Wife
(person acknowledging)

My Commission expires: August 8, 1983

Donna M. Ngai
Notary Public

DONNA M. NGAI NOTARY PUBLIC

(Space Below This Line Reserved For Lender and Recorder)

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 August 15, 1980, was made and executed by Richard R. Zeigler and Nancy M. Zeigler, Husband & Wife to First Security Bank of Rock Springs as Mortgagee, as was recorded on August 20, 1980, 1980, in book 33 Mortgages at pages 116 thru 119 of the records of the County Recorder of Sublette County, Wyoming and covers real property situated in said county described as follows:

LOT 3 AND THE NORTH ½ OF LOT 4, BLOCK 25, COOLEY FIFTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

180812

RECORDED Aug 20, 1980 4:30 PM
IN BOOK 33 Mtg PAGE 120
FEES $4.00 Nancy Yake COUNTY CLERK
SUBLETTE WYOMING
by Dorothy M Lewis

Dated this 15 day of August, 1980.

FIRST SECURITY BANK OF ROCK SPRINGS
STATE ASSOCIATION

by George Stahla
Assistant Vice-President

SEAL

STATE OF WYOMING
COUNTY OF SWEETWATER

On this 15 day of August, 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 George Stahla acknowledged to me that said Corporation executed the same.

SEAL Notary Public Jeana M Hyde

My Commission Expires August 8, 1983

121

MORTGAGE DEED—FORM NO. 49 THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

G. G. NICOLAYSEN, JR., a single man,

mortgagor, of Natrona County, State of Wyoming, to secure the payment of Thirty-nine Thousand and No/100 - -($39,000.00)- - Dollars, due 8/20/95 with interest from 8/5/80 at the rate of sixteen/(16%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 180 monthly payments of $572.80, first payment due 9/20/80

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:

A parcel of land, being a part of Lot 2 ($SW\frac{1}{4}NW\frac{1}{4}$) of Section 31, T. 30 N., R. 111 W., 6th P. M., Sublette County, Wyoming, more particularly described as follows:

Beginning at the West Quarter Corner of Section 31 and running thence N. 86°10'E., 1437 feet 8 inches to a point; thence N. 82° 45'W., 227 feet 4 inches to a point, which point is the point of beginning of the description of this tract of land; thence North 01°02'E., 150 feet; thence N. 82°45'W., 100 feet.48 inches; thence South 01°02'W., 150.00 feet; thence S. 82°45'E., 100 feet .48 inches to the point of beginning; Together with all improvements and appurtenances thereunto appertaining.

also in Bk 112 p 345

19080

RECORDED Aug 22 1980 3:00 P M
IN 33 Mtg PAGE 121
FEE $ 6.00 Lonnie Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Reeves

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 5th day of August A. D. 19 80.

In the presence of

Mary N Nicolaysen

G. G. Nicolaysen

G. G. Nicolaysen, Jr.

State of Wyoming
County of

The foregoing instrument was acknowledged before me by G. G. Nicolaysen, Jr.

this 21 day of August, 19 76.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 22, 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, $ .....

123 Released BK 74 P. 1, pg 5

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That DAVID A. LOVATO, a single man, and PATRICIA JONES, a single woman, mortgagors, of Sublette County, State of Wyoming, to secure the payment of FIFTY-ONE THOUSAND FIVE HUNDRED DOLLARS ($51,500.00) due with interest from date hereof at the rate of TWELVE PER CENT (12%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in monthly installments of $529.75 commencing on the 22nd day of September, 1980, and $529.75 on the 22nd day of each succeeding month thereafter until the entire unpaid principal sum together with all accrued interest have been fully paid, DO HEREBY MORTGAGE to RALPH R. STEVENS and ANN D. STEVENS, 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:

> Lot 8, Block 26, Cooley Fifth Addition to the Town of Pinedale, Sublette County, 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 all buildings 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, AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO all restrictions and restrictive covenants of record governing and controlling the use and enjoyment of said property and premises,

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 FORTY THOUSAND DOLLARS ($40,000) 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

180871.

RECORDED Aug. 25 1980 11:00 AM
IN BOOK 33 Mtg PAGE 123
FEES 6.25 Lisa Lake COUNTY CLERK
SUBLETTE COUNTY CLERK

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 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 August, 1980.

David A. Lovato
DAVID A. LOVATO

Patricia Jones
PATRICIA JONES

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DAVID A. LOVATO, a single man, and PATRICIA JONES, a single woman, this 22nd day of August, 1980.

Witness my hand and official seal.

Evangelina M. Delgado
Notary Public

My commission expires: June 21, 1984

125

Released Book 15, Page 765

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 25th day of August ,

1980 , LeRoy A. Neumayer and Joan E. Neumayer, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is P.O. Box 275, Pinedale, Wyoming hereby MORTGAGES

to MORTGAGEE, namely: FIRST SECURITY BANK OF ROCK SPRINGS

whose address is 1400 Dewar Drive, Rock Springs, Wyoming 82901

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

LOT NINE (9), BLOCK TWO (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 SIX THOUSAND FOUR HUNDRED AND NO/100---------- DOLLARS

($ 46,400.00) 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 THIRTY SIX AND 44/100---------- DOLLARS

($ 336.44), commencing on the 1st day of October , 1980 , 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 1st day of September ,

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.

[redacted] 180019

Aug 26 33 Mtg [illegible] 11:40 A.M. Page 125 [redacted] COUNTY CLERK

IN WIT[redacted]HEREOF, the Mortgagor(s) ha ve [redacted] set their hand(s) the day and [redacted]rst above-written.

LeRoy A. Neumayer — Mortgagor

Joan E. Neumayer — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SWEETWATER)

On this 25 day of August , 19 80 , before me personally appeared LeRoy A. Neumayer & Joan E. Neumayer, 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 8 day of August , 19 83 .



ASSIGNMENT OF MORTGAGE

First Security Bank
FOR VALUE RECEIVED, the 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 LeRoy A. Neumayer and Joan E. Neumayer, Husband and Wife

and appears recorded in book 33 of mortgages, beginning on page 125 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT NINE (9), BLOCK TWO (2), REDSTONE FIRST ADDITION, TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

180919

RECORDED Aug 26 1980 11:00 A.M.
BOOK 33 Misc PAGE 127
FEES $4.00 Sam Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurman

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 25 day of August, 19 80.

By George Stahla, Assistant 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 25 day of August, 19 80

Witness my hand and official seal.

My Commission expires: August 8, 1983

Notary Public

Title of Officer

3/80

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LEON E. COVELL, JR. and JANICE K. COVELL, husband and wife, mortgagors, of Big Piney, Sublette County, Wyoming, to secure the payment of Four Thousand One Hundred Sixty-four and 84/100 Dollars ($4,164.84), together with accrued interest at the rate of eleven and one-half per cent (11½%) per annum from the date of the note, said principal and interest to be paid in thirty-two (32) monthly installments of One Hundred Fifty-one and 74/100 Dollars ($151.74) per month on the 18th day of each month, starting on the 18th day of May, 1980, with interest to start accruing as of the 18th day of April, 1980, said principal of $4,164.84 being the balance due under a sale after the 10% down payment of $450.00, together with interest at the rate of 11½% per annum on the unpaid principal balance of $4,050.00 accrued from January 18, 1980 to April 18, 1980, and prepayments being permitted, in addition to the regular monthly payments of $151.74, 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 OPAL E. COVELL, as guardian of said estate, mortgagee, the following described real estate, situated in the County of Sublette, State of Wyoming, to-wit:

> Lots 7 and 8 of the Covell Subdivision, 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 improvements located thereon and subject to all rights of way, easements and reservations of sight or record.

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises, and in case the mortgagors shall fail to pay such taxes and assessments as aforesaid, 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.

190936

RECORDED August 27 1980 11:30 A.M.
IN BOOK 33 Mtg PAGE 128
FEES 2.00 Nancy Yack COUNTY CLERK
SUBLETTE COUNTY CLERK

Rel'd 22 11 pg. 17

- 1 -

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 18th day of April, 1980.

Leon E. Covell, Jr.

Janice K. Covell

STATE OF WYOMING :
: ss.
COUNTY OF Sublette :

On this 22nd day of August, 1980, before me personally appeared Leon E. Covell, Jr. and Janice K. Covell, 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 dully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, the day and year in this certificate first above written.

NOTARY PUBLIC

My commission expires September 1, 1981.

[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 27th day of August ,

19 80 , GEORGE L. McQUAIN and CAROL B. McQUAIN, husband and wife, who,

whether one person or more, are herein called MORTGAGOR whose address is P. O. Box 282

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:

Description attached.

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-six Thousand Four Hundred and No/100 - - - - - - - - - - - - - - - DOLLARS

($ 26,400.00) 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 MORTGAGEE, said principal sum and interest

being payable in monthly installments of Two Hundred Sixty-eight and 36/100 - - - - - -DOLLARS

($ 268.36), commencing on the 1st day of October , 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 September ,

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	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.

OP 26-888
January 1972

180933

RECORDED August 27, 1980 2:00 P M
BOOK 33 Mtg PAGE 130
FEES $8.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

Released BK. 14 Rel. @ Pg. 505

130

IN WITNESS WHEREOF, the Mortgagor(s) ha ve hereunto set t heir hand(s) the day and year first above-written.

George L. McQuain
George L. McQuain Mortgagor

Carol B. McQuain
Carol B. McQuain Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 27th day of August , 19 80 , before me personally appeared George L. McQuain and Carol B. McQuain , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that t hey executed the same as t heir 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 .

133

MORTGAGE DEED FORM T – 4 1/2

COURTESY OF
THE TITLE GUARANTY COMPANY OF WYOMING, INC.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD BOBLETT

mortgagor, of El Dorado County, State of California, to secure the payment of

Forty Thousand no/100 Dollars, due 9-1-80

with interest from 7-20-79 at the rate of ten per cent per annum, payable annually

evidenced by one promissory note, of even date herewith,

do es hereby mortgage to

JAN EVAN BAKER and JUNE ELIZABETH BAKER

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

Lot 12, Big Country Ranches, Pinedale, Wyoming.
Third Filing

180229

RECORDED Aug 27 1980 3:30 PM
BOOK 33 Mtg PAGE 133
6 cc Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

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 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 s 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 ONE THOUSAND AND NO/100---($1,000.00)--- 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 25th day of August A. D. 1980.

In the presence of

Richard Boblett
Richard Boblett

Description for

GEORGE McQUAIN AND CAROL B. McQUAIN, husband and wife

for

HOUSE TRACT B

To-wit:

That part of the SW¼SE¼ of Section 34, T31N, R110W and part of that tract of record in Office of the Clerk of Sublette County in Book 19 of Deeds on page 492 described as follows:

BEGINNING at a point on the east line of the said SW¼SE¼, North, 566.0 feet from the southeast corner of said SW¼SE¼ where found a 5/8" steel reinforcir rod with aluminum cap inscribed "RIO VERDE ENG'R PELS625 E 1/16 S34/S3";

thence continuing North, 208.7 feet along the said east line;

thence West, 208.7 feet perpendicular to the said east line;

thence South, 208.7 feet parallel with the said east line;

thence East, 208.7 feet perpendicular to the said east line to the POINT OF BEGINNING;

ENCOMPASSING an area of 1.00 acre, more or less;

the base bearing for this description is the south line of the SE¼ being S87-21E;

all in accordance with the map prepared and filed in the said Office;

and it is further certified that no actual field survey was made and that no monuments were set.

Paul N. Scherbel
SURVEYOR SCHERBEL LTD
Registered Land Surveyor No 164
Big Piney Wyoming 83113

25 July 1979

"Modification in any way of the foregoing description terminates liability of the surveyor"

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF ~~WYOMING~~ CALIFORNIA
County of EL DORADO } ss.

On this 25th day of August, 19 80, before me personally appeared
RICHARD BOBLETT

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.

Given under my hand and official seal, the day and year in this certificate first above written.

OFFICIAL SEAL
CHERYL L. WEST
NOTARY PUBLIC — CALIFORNIA
COUNTY OF EL DORADO
My Comm. Expires Nov. 1, 1981

Cherryl L. West

Cherryl L. West

My commission expires on the 1st day of November A. D. 19 81.

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 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, $

135

Rel Bk 11 Pg 626

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM ROBERT TANNER and HELEN TANNER, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Ten Thousand and No/100- - - ($10,000.00) - - - - -Dollars, due 8/20/83 with interest from 8/25/80 at the rate of Sixteen (16%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 36 consecutive monthly installments 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 1 through 10, Block 19, Marbleton Townsite,
Sublette County, Wyoming

190954

RECORDED August 28 1980 2:30 PM
IN BOOK 33 Mtg PAGE 135
FEES $6.00 Laura Yahn 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 25th day of August A. D. 1980

In the presence of

William Robert Tanner

Helen Tanner

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William Robert Tanner, Helen Tanner, this 26th day of August, 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 } ss.
County of [illegible] }

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 DEED

THIS DEED, made this 27 day of August in the year of our Lord one thousand nine hundred and eighty between GERALD B. McELROY and COLLEEN S. McELROY, husband and wife,

of the County of Sublette State of Wyoming parties of the first part and

TERRY LEWIS and MARY ANN LEWIS, husband and wife,

of the County of Iron State of Utah parties of the second part;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of ($ 8,000.00) Eight Thousand and 00/100 - DOLLARS to them in hand paid, by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, and unto their successors, heirs, administrators, executors 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 virtue of the homestead exemption laws of this State, and more particularly known and described as follows, to-wit:

Tract 35, Tyler First Subdivision, Sublette County, Wyoming,

TOGETHER WITH the buildings and improvements situate thereon or appurtenant thereto;
SUBJECT HOWEVER, to the provisions of United States patents,
SUBJECT TO easements and rights of way of record or in use,
SUBJECT TO reservations and restrictions of record.

180971

RECORDED August 29 1980 10:30 A.M.
IN BOOK 33 Mtg PAGE 137
FEES $8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

TO HAVE AND TO HOLD the said above described premises unto the said parties of the second part their successors, heirs, executors, administrators and assigns forever. Together with the privileges, hereditaments and appurtenances thereunto in any wise appertaining or belonging.

And, the said parties of the first part, for themselves, their successors, heirs,

executors, administrators and assigns, do covenant and agree, to and with the said parties of the second part their successors, heirs, executors, administrators and assigns, that at the ensealing and delivery of these presents said parties of the first part are XX well seized in said premises, in and of good and indefeasible estate, in fee simple.

And that they are free from all incumbrances whatsoever.

And that they have good and lawful right to sell and convey the same, and that they will warrant and defend the same against all lawful claims and demands whatsoever.

And the said COLLEEN S. McELROY

wife of the said

upon the consideration aforesaid. does hereby and forever quitclaim unto said parties of the second part, their successors, heirs, executors, administrators and assigns, all her rights of homestead in and to the above granted premises.

PROVIDED, ALWAYS, and these presents are upon the express condition, that if the said parties of the first part shall and do well and truly pay or cause to be paid to the said parties of the second part, their certain attorney, successors, heirs, executors, administrators or assigns, the sum of ($ 8,000.00) Eight thousand and 00/100 Dollars

according to the conditions of that certain promissory note , bearing even date herewith, and executed by said GERALD B. McELROY and COLLEEN S. McELROY, parties of the first part to the said parties of the second part, which sum or sums of money the said GERALD B. McELROY and COLLEEN S. McELROY, parties of the first part hereby covenant to pay, and until such payment, shall pay all taxes and assissments upon the above described premises; and shall keep the buildings thereon insured against fire in a sum of not less than Eight thousand and 00/100 ($8,000.00) - DOLLARS during the life of this mortgage, for the benefit of and payable to the said parties of the second part, their successors, heirs, executors, administrators and assigns, with such insurance company or companies as they shall approve; then these presents and said mortgage shall cease and be null and void. And if parties of the first part 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 parties of the second part, their successors, heirs, executors, administrators 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.

And it is hereby 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 sixty (60)

[redacted] [redacted] [redacted]

days after the same shall, by the terms hereof become due and payable, then, and in that case the whole principal sum hereby secured to be paid, together with the interest thereon, shall, at the option of said parties of the second part, their successors, heirs, executors, administrators or assigns, become due and payable forthwith, anything herein or in said promissory note contained to the contrary notwithstanding.

And in case default shall be made in the payment of the said principal sum of money hereby intended to be secured, or in the payment of the interest thereof, or any part of such principal or interest, as above provided, then it shall and may be lawful for the said parties of the second part, their successors, heirs, executors, administrators or assigns, to sell and dispose of said above described premises,and all the right, title, benefit and equity of redemption of said parties of the first part, their heirs, executors, administrators or assigns therein, at public auction, for cash, according to the statute in such case made and provided and in the manner therein prescribed, and out of the money arising from such sale, to retain the said principal and interest, together with the costs and expenses of such sale and reasonable Dollars for attorney, solicitor or counsel fees, and the overplus, if any there be, shal be paid by the party making such sale, on demand, to the said parties the first part, their heirs, successors, executors, administrators or assigns, and in any proceeding in equity to forclose this mortgage said solicitor fee shall be taxed as costs in said action.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Gerald B. McElroy (Seal)
GERALD B. McELROY

(Seal)

Colleen S. McElroy (Seal)
COLLEEN S. McELROY

(Seal)

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of Sublette } ss.

On this 27 day of August, 1980, before me personally appeared GERALD B. McELROY and COLLEEN S. McELROY, 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.

Given under my hand and notarial seal, this 27 day of August A. D. 1980

Notary Public

My Commission expires February 22, 1983

My commission expires on the day of A. D. 19

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, this day of A. D. 19

My commission expires on the day of A. D. 19.

140 Released BC 17 Rel. pg. 227

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 7-21-80)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by EVERETT T. BOCHMANN and SANDRA LOU BOCHMANN, husband and wife,

residing in Sublette County, Wyoming, whose post office address is P. O. Box 17, Route 2, 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*
9/2/80	$46,500.00	11.5%	9/2/20/13

(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 Thirteen (13) Block Four (4) 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.

[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 ... l as required by and under insurance policie ... proved by the Government and, at its request, to deliver such policies to ... e 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, ...nsferred, 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 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.

[redacted], instrument shall be subject to the pr[redacted]lations of the Farmers Home Administr[redacted] to its future regu[redacted] inconsistent with the express provisio[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 under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

(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.

190995

RECORDED September 2 19 80 5:00 PM
IN BOOK 33 Misc PAGE 140
FEES $ 10.00 Laura J Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 2nd day of September, 19 80.

Everett T. Bochmann
Everett T. Bochmann

Sandra Lou Bochmann
Sandra Lou Bochmann

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Everett T. Bochmann and Sandra Lou Bochmann, , this 2nd day of September, 19 80.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
My commission expires April 22,1932

(SEAL)

My commission expires: 4/22/82

Donna E Sievers
Notary Public

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Misc Bk 11 pg 345

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That CHARLES G. TAYLOR and ARLETTE J. TAYLOR, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of THIRTY THOUSAND SEVEN HUNDRED SIXTY-NINE DOLLARS THIRTY CENTS ($30,769.30), due August 28, 1981, with interest from September 4, 1980, 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 C. L. "MIKE" NOBLE and RUTH NOBLE, husband and wife, and to the survivor thereof, mortgagees, whose address is Cora, Wyoming 82925, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land located in the NE/4 NW/4 of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at a point which is N89°49'07"W a distance of 773.73 feet from the North One-Quarter Corner of said Section 4;

Thence from point of beginning S00°44'50.6"W a distance of 1312.13 feet;

Thence S89°53'22"W a distance of 563.50 feet;

Thence N00°44'50.6"E a distance of 1315.00 feet;

Thence S89°49'07"E a distance of 563.46 feet to the point of beginning,

Containing 16.99 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 TO the provisions of United States patents and to easements and rights of way 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 and to

191012

RECORDED Sept 3 1980 11:30 A M
IN BOOK 33 Mortgage PAGE 144
FEES $8.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 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 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 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 28th day of August, 1980.

Charles G. Taylor
CHARLES G. TAYLOR

Arlette J. Taylor
ARLETTE J. TAYLOR

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by CHARLES G. TAYLOR and ARLETTE J. TAYLOR, husband and wife, this 3rd day of September 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

MORTGA[redacted]—FORM NO. 4½ [redacted] THE MI[redacted]HARIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BARBARA ANN KYSAR, a single woman,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of NINE THOUSAND and No/100 - - - -($9,000.00) - - - - Dollars, due 4 years from date with interest from date at the rate of twelve(12%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 48 monthly payments of $237.01 which include interest, first said payment due 9/1/80, and succeeding payments due the 1st of each month thereafter until paid in full

does hereby mortgage to FRANK D. BALL III and MARGARET S. BALL, husband and 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:

Lots One (1) and Two (2) Block One (1) Ball Second 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.

191329

RECORDED Sept 4 1980 4:00 P M
IN BOOK 33 Mtg PAGE 147
FEES $ 6.00 Lois J Yoder 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 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 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 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. 1980.

In the presence of

Barbara Ann Kysar

Rel'd Bk 12 Pg 525

147

148

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Barbara Ann Kysar

this 28th day of August, 19 80.

Witness my hand and official seal.

Signature
Notary Public

My Commission Expires: September 1, 1981

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

By

County Clerk and Ex-Officio Register of Deeds.

Deputy Clerk

No. Fees, $

MORTGAGE

THIS MORTGAGE is made this 22nd day of August, 1980, between the Mortgagor, Tony D. Holmstead and Jindy B. Holmstead, husband and wife (herein "Borrower"), and the Mortgagee, Rocky Mountain Federal Savings and Loan Association, a corporation organized and existing under the laws of The 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 Sixty-seven thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 22, 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 September 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 34 of the Meadow Canyon Estates, Sublette County, Wyoming.

181031

RECORDED Sept 4 1980 4:30 PM
IN BOOK 33 Mtg PAGE 149
FEES $ 10.00 Doris Hyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevie

which has the address of Meadow Canyon Estates [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.

149 Rlsd Bk 13 Pg 239

150

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.

X Tony D Holmstead
—Borrower

X Sindy B Holmstead
—Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this Aug. 22 1979 (date) by

Tony D. Holmstead and Sindy B. Holmstead, husband and wife
(person acknowledging)

My Commission expires:
July 14, 1982

Louise McKee
Notary Public in and for the State of Wyoming
Lincoln
My Commission Expires July 14 1982

Louise McKee
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

DYNAMATIC

MORTGA[redacted]D---FORM NO. 4½ [redacted] THE M[redacted] SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

PAUL DAVID BRADSHAW and SUZANNE MARIE BRADSHAW, husband and wife,

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of Forty-six Thousand Two Hundred Fifty and No/100 -($46,250.00)- Dollars, due on demand with interest from date at the rate of sixteen(16%) per cent per annum, payable each 30 days, ~~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) Scenic View Subdivision 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 Restrictions Governing Scenic View Subdivision recorded in Book 36 of Miscellaneous, page 363, on 2/7/80, office of the County Clerk;
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

Rel'd Bk 11 p 219

RECORDED September 5th 1980 11:25 A M
IN BOOK 33 Misc. PAGE 153
FEES $ 4.00 Doris J. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Stivers

181036

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 5 day of September A. D. 19 80 .

In the presence of

Paul David Bradshaw
Paul David Bradshaw

Suzanne Marie Bradshaw
Suzanne Marie Bradshaw

153

State of Wyoming)
County of Sublette) ss.

The foregoing instrument was acknowledged before me by Paul David Bradshaw and Suzanne Marie Bradshaw,

this 5 day of September, 19 80.

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 [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]

MORTG [redacted] O—FORM NO. 4[redacted] [redacted] THE [redacted] ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT F. BIDON and FRANCES H. BIDON, husband and wife,

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of Twenty Thousand and No/100 - -($20,000.00) - - - - Dollars, due 8/8/81 with interest from 8/8/80 at the rate of sixteen(16%) 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
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 12 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; and 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, Book 34 of Miscellaneous, page 335.

113

RECORDED Sept 15 1980 2:30 P M
IN BOOK 33 Mtg PAGE 155
FEES $ 6.00 Lavina Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

Rel Bk 31 p 369

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 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 8th day of August A. D. 19 80

In the presence of

Robert F. Bidon

Frances H. Bidon

155

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert F. Bidon and Frances H. Bidon,

this 8th day of August, 19 80.

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 } 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

By

County Clerk and Ex-Officio Register of Deeds.

Deputy Clerk

No.

Fees, $

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE R[redacted] ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RAYMOND L. WILLOUGHBY and GLORIA J. WILLOUGHBY

Husband and Wife

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

Twenty Thousand Three Hundred and no/100 Dollars, due 10 years

with interest from date at the rate of 16 per cent per annum, payable 120 monthly ~~annually~~

evidenced by one (1) promissory note, of even date herewith, 120 monthly payments of

$340.06

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:

Beginning at a point whence the quarter corner in the West boundary line of Section 31, Township 30 North, Range 111 West, bears N 89° 29'W., 2452 feet, thence North 145 feet, thence East 105 feet, thence South 145 feet, thence West 105 feet to the place of beginning.

That part of SE¼NW¼ of Section 31, Township 30 N, Range 111 West within the incorporated limits of the Town of Big Piney, County of Sublette, State of Wyoming described as follows:

A parcel of land situated between a tract of land of record in Book 6 of Deeds on Page 532 in the office of the Clerk of Sublette County, and the northerly right-of-way line of State secondary road #S-98 which parcel may also be described as follows:

Beginning at a point from which the West½ corner of said section 31 bears North 89°29'W, 2452 feet, thence East 105 feet along the South side of said tract of record; thence South 25 feet, more or less, to the northerly right-of-way line of said state road; thence westerly, 108 feet, more or less, along said northerly right-of-way line to a point which is South 12 feet, more or less, from the point of beginning thence North 12 feet, more or less, to the point of beginning; containing an area of .04 acre 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 $20,300.00 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 15th day of August A. D. 1980.

In the presence of

181170

Raymond L Willoughby

Gloria J Willoughby

RECORDED September 17, 1980 8:00 A M

IN BOOK 33 Misc PAGE 157

FEES $4.00 Rae J Yake COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M Nelson

Rec'd for Mtg 373

157

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Raymond L. Willoughby, Gloria J. Willoughby,

this 15th day of August, 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

No. Fees, $

[redacted] MORTGA[redacted]D—FORM NO. 4½ [redacted] THE [redacted] ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM R. 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 16 per cent per annum, payable monthly ~~annually~~ evidenced by one (1) promissory note, of even date herewith, 60 monthly payments @ $486.37 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), through twelve (12), Block 20, Marbleton, 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 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 21st day of August A. D. 1980.

In the presence of [redacted]

William R. Tanner

Helen R. Tanner

RECORDED September 17 1980 8:00 A.M.
IN BOOK 33 Mtg PAGE 159
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy

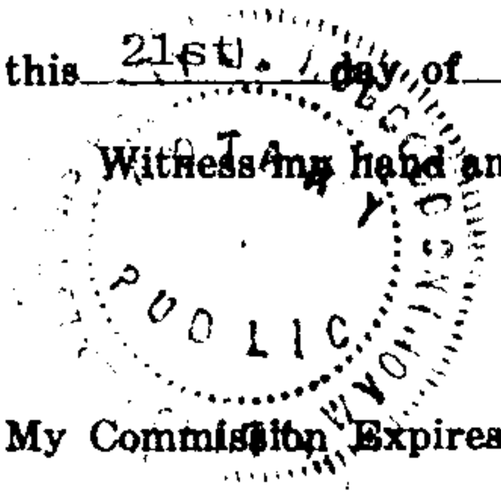
Lot 1 Blk 20 Plat 296
159 Mtg Bk 11 pg 641

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William R. Tanner, Helen R. Tanner,

this 21st. day of August, 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, $...

MORTG[redacted] —FORM NO. 4½ [redacted] THE [redacted] LOAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM R. TANNER and HELEN R. TANNER, Husband and Wife

mortgagor S , of Sublette County, State of Wyoming, to secure the payment of

--Twenty Five Thousand and no/100---- Dollars, due 5 years

with interest from date at the rate of 16 per cent per annum, payable monthly ~~annually~~

evidenced by one (1) promissory note , of even date herewith, 60 payments @ $607.96

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), through twelve (12) Block 20, Marbleton,

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 Twenty Five Thousand 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 80.

In the presence of 131162

William R. Tanner

Helen R. Tanner

RECORDED September 17 19 80 8:00 A M
IN BOOK 33 Mtg PAGE 161
FEES $ 6.00 Lee J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

Abstracted Bk 11 p 97 Sec 17 T 34 N R 109 W
161 Misc Bk 11 643

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William R. Tanner, Helen R. Tanner

this 21st day of August, 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, $

[redacted] [redacted]

RECORDED Sept 19 1980 8:00 A.M.
IN BOOK 33 Mtg PAGE 163
FEES 8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

191163

MORTGAGE DEED WITH RELEASE OF HOMESTEAD by Dorothy Miller

KNOW ALL MEN BY THESE PRESENTS:

That FALER'S INVESTMENT COMPANY, a co-partnership consisting of Harold P. Faler and Beulah M. Faler and Judson B. Faler and Ridge Larson, co-partners, mortgagors, of Sublette County, State of Wyoming, to secure the payment of FIVE HUNDRED FIFTY THOUSAND DOLLARS ($550,000), due July 15, 1990, with interest from July 15, 1980, at the rate of TWELVE PER CENT (12%) PER ANNUM, evidenced by one promissory note dated July 15, 1980, payable in 120 equal monthly installments of $6,056 each, beginning August 15, 1980, and a similar payment on the 15th day of each and every month thereafter succeeding until the principal sum and interest have been fully paid, DO HEREBY MORTGAGE to STATE BANK OF BIG PINEY, a Wyoming banking corporation, 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 located in Block 1 of the Faler Addition to the Town of Pinedale, more particularly described as follows:

Beginning at the northwest corner of said Block 1; thence from point of beginning S.89°48'19.5"E., along the south boundary of Magnolia Street, a distance of 312.00 feet;

thence S.00°11'40.5"W., a distance of 264.15 feet to a point on the north right of way of the Fremont Lake Road, said point being on a curve, the tangent at said point bears S.75°54'13.9"W., the central angle of said curve is 20°40'35.5" and the radius is 213.70 feet;

thence along the arc of said curve to the left, a distance of 77.12 feet;

thence S.55°13'38.4"W., a distance of 39.53 feet;

thence N.89°26'21.6"W., a distance of 53.02 feet to a point on the north right of way of U.S. 187, said point being on a curve, the tangent at said point bears N.70°09'21.3"W., the central angle of said curve is 9°15'28.3", and the radius is 1004.90 feet;

thence along the arc of said curve to the left, a distance of 162.37 feet;

thence N.00°09'04"E., along the west boundary of said Block 1, a distance of 276.40 feet to the point of beginning,

said tract contains 2.12 acres, more or less.

Rbe Book 12, Page 738

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 FIVE HUNDRED THOUSAND DOLLARS ($500,000) 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 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 25th day of August, 1980.

FALER'S INVESTMENT COMPANY, a co-partnership

By Harold P. Faler
Harold P. Faler, co-partner

Beulah M. Faler
Beulah M. Faler, co-partner

Judson B. Faler
Judson B. Faler, co-partner

Ridge Larson
Ridge Larson, co-partner

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by HAROLD P. FALER, BEULAH M. FALER, JUDSON B. FALER and RIDGE LARSON, this 25th day of August, 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

166

SUBORDINATION AGREEMENT

WHEREAS, Carl R. Jorgensen and Mary C. Jorgensen, his wife, of Sublette County, Wyoming, (hereinafter called the "Borrower"), became indebted for a loan(s) made or insured by the United States of America, acting through the Secretary of Agriculture, or the Administrator of the Farmers Home Administration (hereinafter called the "Government"); and

WHEREAS, as security for said indebtedness, the Borrower executed (a) mortgage(s) or deed(s) of trust bearing date(s) of April 4, 1979, covering land in Sublette County, State of Wyoming, which mortgage(s) or deed(s) of trust (is)(are) of record in the office of the County Recorder in that County and State in Book 31 of Mortgages at page 378; and

WHEREAS, said mortgage(s) or deed(s) of trust, among other things, provide(s) that said Borrower is not to sell or dispose of any interest in the property covered thereby without first obtaining consent of the Government; and

WHEREAS, said Borrower did under date of March 22, 1978, execute and deliver to Paul Wilkinson and Edith Ruth Wilkinson, his wife, of Boulder, Sublette County, Wyoming (hereinafter called the "Grantee"), his (its) heirs, successors or assigns, ~~an Oil and Gas Lease~~ * for a consideration of $1.00 (one) covering ~~all~~ (a part) of the land described in said mortgage(s) or deed(s) of trust, as follows:

A strip of land sixty feet in width being part of the NE/4 SE/4 of Section 20, T31N, R109W, Sublette County, Wyoming, it being the intent to supplant the following description for the Right-of-Way Grant No. 2 of record in the office of the Clerk of Sublette County in Book 33 of Miscellaneous on page 669 with the center-line described as follows:

Beginning at Station 0+00 on the east line of said Section 20, South, the base bearing for this survey, 426.8 feet from the east one-quarter corner of said Section 20 where found a 2" galvanized steel pipe with brass cap inscribed "T31N R109W 1/4 S20/S21 1968";

thence West, 75.0 feet to Station 0+75.0;

thence N74°-07'W, 534.6 feet to Station 6+09.6, S64°-32.5"W, 652.55 feet from the said east one-quarter corner;

thence continuing N74°-07'W, 53 feet, more or less, to Station 6+62.6 within the bounds of the right of way of the Paradise County Road No. 23-136;

each station marked by a 3/8" X 12" steel spike;

all in accordance with the map prepared and filed in the office of the Clerk of Sublette County for Wilkinson and Company, dated 21 September 1979.

WHEREAS, the Borrower, in order to better secure said indebtedness, has transferred and assigned to the Government, pursuant to the terms of an Assignment of Income from Real Estate Security NOT APPLICABLE ** per cent of all future income to be paid or to which Borrower may be entitled under the terms of the instrument creating the rights and interests above described, and the Grantee has agreed to recognize said Assignment.

* a Gra[redacted] Easement for private [redacted] [redacted]
** There was no monetary consideration [redacted] easement

NOW, THEREFORE, in consideration of the above premises, the Government, acting by and through the undersigned, hereby subordinates its liens above described to the rights of the Grantee, his (its) heirs, successors or assigns, sold under and by virtue of the above easement, if any, creating said rights and interests, and agrees that the interests, rights and privileges therein conferred may be exercised in accordance with the terms and conditions thereof, free and clear of the rights of the Government under said mortgage(s) or deed(s) of trust, subject, nevertheless, to the rights of the Government to declare this agreement of no further force and effect in the event of: (1) breach by Grantee, his (its) heirs, successors or assigns, of any of the terms and conditions contained in the above-referred to instrument, or supplement thereto, creating said rights and interests in the Grantee, This Subordination shall not prevent the Government from foreclosing upon said mortgage described above for breach of terms thereof.

IN WITNESS WHEREOF, This Agreement has been executed this 2 day of Sept, 1980, at Pinedale Wy.

UNITED STATES OF AMERICA

By _____
County Supervisor
Farmers Home Administration
U. S. Department of Agriculture

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 2nd day of September, 1980, before me, the undersigned duly qualified and acting Notary Public in and for said county and State, personally appeared Jon Jones, to me well known to be the person whose name is subscribed to the foregoing instrument as the Sublette County Supervisor for the Farmers Home Administration of the United States Department of Agriculture, and acknowledged to me that he signed, executed and delivered the said instrument in the capacity therein stated, as his free and voluntary act and deed, and as the free and voluntary act and deed of the United States of America, for the uses, purposes and consideration therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

_____
Faye Hammons
Notary Public for the
State of Wyoming
Residing at Pinedale, Wyoming

(S E A L)

My commission expires:
11/22/83

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1983

191173

RECORDED Sept 18 1980 9:35 A.M.
IN BOOK 33 Misc PAGE 166
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

167

168

MORTGAGE

THIS MORTGAGE is made this 19th day of September, 19 80, between the Mortgagor, Larry A. Hegg and Julia D. Hegg, husband and wife (herein "Borrower"), and the Mortgagee, Provident Federal Savings & Loan Association, 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 Three Thousand Dollars & No/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated September 19, 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 October 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:

Lot 3, Block 1, Amended Redstone Addition to the

Town of Pinedale, Sublette County, Wyoming.

1980 10

RECORDED Lot 19 1980 4:55P M
IN BOOK 33 1164 PAGE 168
FEES $ Lou J Yake COUNTY CLERK
SUBLETTE County Pinedale, Wyoming
by Dora Day Ill Deputy

which has the address of Lot 3, Block 1, Amended Redstone Addition 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 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]

[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.

Larry A. Hegg —Borrower

Julia D. Hegg —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this September 19, 1980 (date) by Larry A. and Julia D. Hegg, husband and wife of P.O. Box 769 Pinedale, Wyoming 82941 (person acknowledging)

"Witness my hand and official seal"

My Commission expires: July 28, 1984

EDWIN R. ADAMS Notary Public
County of Sublette
State of Wyoming
My Commission expires: July 28 1984

WITNESS

Notary Public

Edwin R. Adams
Notary Public

(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

Roger H. Anderson and Bonny Jo Anderson, husband and wife

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of Twenty-Eight Thousand and 00/100---------- Dollars, due September 2, 1981 with interest from date at the rate of 13.5 per cent per annum, payable annually evidenced by one promissory note , of even date herewith,

Roger H. Anderson and Bonny Jo Anderson, husband and wife do hereby mortgage to First Wyoming Bank, n.a. - Kemmerer mortgagee, whose address is 801 Pine Avenue Kemmerer, WY 83101 the following described real estate, situated in the County of Sublette , in the State of Wyoming, to-wit:

Tract #8, Redstone New Fork River Subdivision, Sublette County, Wyoming. It lies in Township 33 North, Range 109 West of the 6th P.M.

(illegible)

RECORDED Sept 3 1980 8:00 A M
IN BOOK 33 Misc PAGE 172
FEES $6.00 Sarah Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

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 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 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 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 September A. D. 19 80.

In the presence of

Roger H. Anderson

Bonny Jo Anderson

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Roger H. Anderson, Bonny Jo Anderson,

this 29 day of August, 19 80.

Witness my hand and official seal.

My Commission Expires: Sept 1, 1981

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, $

REAL ESTATE MORTGAGE DEED WITH RELEASE OF HOMESTEAD

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[redacted] [redacted] [redacted]

ACCOUNT NUMBER

MORTGAGOR(S):

LAST NAME	FIRST	M.I.	LAST NAME
	Rodger		

MAILING ADDRESS	STREET	CITY	STATE	ZIP

MORTGAGEE:

or its successors or assigns

WYOMIN

WITNESSETH, that Mortgagor(s), does mortgage, grant, bargain, sell, and convey, unto Mortgagee, its sucessors or assigns the followi
described Real Estate in the county of , State of Wyoming, to w

191213

RECORDED Sept 24 1980 10:45 M
IN BOOK 33 Misc PAGE 174
FEES $8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Elmore

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together with all buildings and improvements, additions and alterations, now or hereafter erected thereon and the hereditaments a
appurtenances pertaining to the property above described, and all streets, lanes, alleys, passageways, rights, liberties, licenses and privileg
including water and mineral rights, belonging to or in any way pertaining thereto, all of which are hereafter referred to as the "premise

TO HAVE AND TO HOLD the above-described premises, with the appurtenances unto the said Mortgagee, its successors and assigns, forev
for the purposes and uses herein set forth free from all rights and benefits under any Homestead Laws, which said rights and benefits the sa
Mortgagor does hereby expressly release and waive.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal su
with interest, as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "promissory note
dated , herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum
$; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor i
maximum amount of $25,000; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to thi
parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (
Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order;

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, a
all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss
fire and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner,
such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collectio
shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event
loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, a
each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead
to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premis
and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3)
the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance ab
provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes a
assessments without determining the validity thereof; and (c) Such disbursements shall be deemed a part of the indebtedness secured
this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvemen
now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary
restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting t
premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildi
which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (
That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of s
Promissory Note and this Mortgage, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may
extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, witho
releasing or affecting the personal liability of any person or the priority of this Mortgage, and that he does hereby forever warrant and v
forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagor shall fail or neglect to pay installments on said Promissory Note as the sa
may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premi
by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premis
then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Promissory Note secured hereby sh
immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other pers
who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right and power immediately to foreclose t
Mortgage and to sell the property hereinabove described by advertisement and sale, as provided by the statutes of the State of Wyoming, or
foreclose this Mortgage by court action, and from the rent, issues and profits, if any are received by it, and out of the proceeds of any sale
the mortgaged premises, the Mortgagee shall pay all costs of foreclosure and sale, including reasonable attorney's fees, to the extent permit
by law, and apply the balance to the payment of all sums due hereunder.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s), if a signer of the Promissory Note, shall be liable for a
deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expen
of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

(3) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds
the loan hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured
such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised wh
the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver
any default then existing and continuing or thereafter accruing.

(5) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from
exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other r
that the Holder has or may have

19-0556 (REV. 2-79)

(6) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payme when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Promissory Note at the time and the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall null and void.

(7) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the part hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(8) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(9) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensati awards, other payments therefor and apply the same on said indebtedness.

(10) If any of the undersigned is a married person, he represents and warrants that this instrument has been executed in his behalf, for his sole and separate use and benefit and that he has not executed the same as surety for another.

(11) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or the Uni States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a suffici amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemptio may be set apart in bankruptcy, to the extent permitted by law.

(12) This Mortgage shall be construed according to the laws of the State of Wyoming.

(13) It is agreed that the loan hereby secured is made subject to the Wyoming Uniform Consumer Credit Code and shall be considered for purposes a Supervised Consumer Loan.

September 5, 1980
DATE OF MORTGA

WITNESS the hand and seal of the Mortgagor, the day and year first written.

* _____ (SEAL) (Witness)

* _____ (SEAL) (Witness)

* _____ (SEA Roger L. Caddy (Mortgagor)

* _____ (SE Glenda L. Caddy (Mortgagor)

*Please type or print name under signatures.

STATE OF WYOMING }
COUNTY OF _____ } ss:

I, _____, a notary public, in and for the county and St aforesaid, Do hereby Certify That _____ _____, his wife, personally known to me to be the same pers whose names are subscribed to the foregoing instrument, appeared before me this in person and acknowledged that they signed, sealed, and delivered the said instrumen their free and voluntary act for the uses and purposes therein set forth, includ the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this _____ day _____, A.D. 19

My Commission expires June 15, 1983.

_____
NOTARY PUBLIC

MORTGAGE

FROM

TO

STATE OF WYOMING
SWEETWATER COUNTY } ss.

This instrument was filed for record on the 8 day of SEP 1980 at 1:45 o'clock — M., and duly recorded in Book 4-2 on page 171
Recording Fee, $ 4.00

REGISTRATION FEE

Amt. of Indebtedness $ _____ Fee $ _____
Paid this _____ day of _____, 19 ___
By _____ No. _____

County Clerk, and Ex-Officio Register of Deeds.

_____
Deputy Clerk

This Mortgage must be recorded

[redacted] [redacted] [redacted]

RECORDED SEP 8 1980 AT 1:45 P M.
IN BOOK 714 PAGE 169-71 GREEN RIVER, WYO.
NO. 829746 ALBERT R. PESCH, COUNTY CLERK

177

Book 130 M pg 54

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DAVID A. SAWYER and BEVERLY SAWYER, husband and wife, mortgagors, of Big Piney, Sublette County, Wyoming, to secure the payment of Three Thousand Seven Hundred Ninety-four and 63/100 Dollars ($3,794.63), together with accrued interest at the rate of eleven and one-half per cent (11½%) per annum from the 18th day of April, 1980, the date of the Promissory Note referred to hereinafter, said principal and interest to be paid in fourteen (14) monthly installments of Two Hundred Ninety and 93/100 Dollars ($290.93) per month on the 18th day of each month, starting on the 18th day of May, 1980, with interest to start accruing as of the 18th day of April, 1980, said principal of $3,794.63 being the balance due under a sale after the 10% down payment of $410.00, together with interest at the rate of 11½% per annum on the unpaid principal balance of $3,690.00 accrued from January 18, 1980 to April 18, 1980, and prepayments being permitted, in addition to the regular monthly payments of $290.93, without penalty for prepayment, any such prepayments to be applied first to accrued interest and then to principal, as evidenced by a Promissory Note dated April 18, 1980, referred to in the foregoing, do hereby mortgage to FIRST WYOMING BANK, N.A.-KEMMERER, of Kemmerer, Wyoming, IN TRUST, FOR THE ESTATE OF OPAL E. COVELL, as guardian of said estate, mortgagee, the following described real estate, situated in the County of Sublette, State of Wyoming, to-wit:

> Tract 53, a portion of the SE¼SE¼ of Section 18, T 29 N, R 111 W, 6th P.M., Sublette County, Wyoming, together with improvements located thereon and subject to all rights of way, easements, and reservations of sight or record.

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises, and in case the mortgagors shall fail to pay such taxes and assessments as aforesaid, 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.

181250

RECORDED Sept 25 1980 10:06 A M
IN BOOK Mtg. 33 PAGE 177
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 28th day of August, 1980.

David A. Sawyer

Beverly Sawyer

STATE OF WYOMING :
: ss.
COUNTY OF Sublette :

On this 16th day of September, 1980, before me personally appeared David A. Sawyer and Beverly Sawyer, 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.

Given under my hand and notarial seal, the day and year in this certificate first above written.

NOTARY PUBLIC

My commission expires 8-4-82.

Released BK. 14 Rel @ pg. 424 1119

REAL ESTATE MORTGAGE

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

Date June 20, 1980

David N. Lankford and Mary L. Lankford, 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 1, Block 1, Redstone First Addition to the
Town of Pinedale,

181251

RECORDED September 25 1980 11:20 AM
IN BOOK 33 Mtg PAGE 179
FEES $ 6.00 Lois Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy 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 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 THOUSAND 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 October, 2005. 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.

[redacted] [redacted] [redacted]

(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.)

David N. Lankford (SEAL) _____ (SEAL)

Mary L. Lankford (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

On this 25th day of September, A.D., 1980, before me, a Notary Public in and for said County and State, personally appeared David N. Lankford and Mary L. Lankford, 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 SUBLETTE COUNTY, WY

My Commission Expires 8-13-83

Ronald M. Nagel
Ronald M. Nagel
(Type or print name under signature)
Notary Public In and for said County and State

This Space For Use of Mortgagee Only
Loan No. 707-3-8568640 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 $ _____

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MORTGAGE

THIS MORTGAGE is made this 7th day of August, 19 80, between the Mortgagor, JAMES KLEYMAN and REBECCA LYNN KLEYMAN, husband and wife (herein "Borrower"), and the Mortgagee, FIRST WYOMING BANK N.A. JACKSON HOLE, a corporation organized and existing under the laws of the United States, whose address is P.O. Box 528 Jackson, WY (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-FIVE THOUSAND TWENTY AND NO/100 ($55,020.00) Dollars, which indebtedness is evidenced by Borrower's note dated 8-7-80 (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 7, 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 County, State of Wyoming:

Lot 11, Block 5, Hennick 2nd Addition to the Town of Pinedale,
Sublette County, Wyoming.

191255

RECORDED Sept 25 1980 2:00 PM
IN BOOK 33 Mtg PAGE 181
FEES $10.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stuart

which has the address of [Street], [City],
[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.

X James Kleyman
James Kleyman —Borrower

X Rebecca Lynn Kleyman
Rebecca Lynn Kleyman —Borrower

STATE OF WYOMING, Teton County ss:

The foregoing instrument was acknowledged before me this 8-7-80 (date) by JAMES KLEYMAN and REBECCA LYNN KLEYMAN (person acknowledging)

My Commission expires: 6-19-83

Kathleen M. Jenks
Notary Public

Kathleen M. Jenks NOTARY PUBLIC
Teton County State of Wyoming
Commission Expires June 19, 1983

(Space Below This Line Reserved For Lender and Recorder)

185 Mtg. bk. 25 pg. 644 1/31/06

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 7-21-80)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by DAVID A. DANIELS and JENNY DANIELS, husband and wife,

residing in ~~Riverside~~ Daniel, Sublette County, Wyoming, whose post office address is P. O. Box 38, Daniel, Wyoming, 83115, 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*
9/26/80	$46,700.00	11.5%	9/26/2013

(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 12, Block 1, Redstone Amended 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 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 recorded in the office of the County Clerk 3/28/78 in Book 33 of Miscellaneous, page 678.

[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 properties.

(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 ...d as required by and under insurance policie ...proved by the Government and, at its request, to deliver such policies to ...e 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 expense 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 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.

[redacted] is instrument shall be subject to the pr[redacted]tions of the Farmers Home Administra[redacted] to its future regulations not inconsistent with the express provisions [illegible]

(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 under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

(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.

19279

RECORDED Sept 26 1980 1:30 PM
IN BOOK 33 Misc PAGE 185
FEES $ 10.00 Lou Ann Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thune

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 26th day of September, 19 80.

As Attorney in fact for David A. Daniels
Jenny Daniels

Jenny Daniels

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by David A. Daniels ~~and~~ Jenny Daniels by his attorney-in-fact and Jenny Daniels individually, this 26th day of September, 19 80.

Witness my hand and official seal.

Donna E. Sievers - Notary Public
County of Sublette State of Wyoming
(SEAL) My commission expires April 22,1981

Donna E Sievers
Notary Public

My commission expires: 4/22/82

189 Real Bk 11 pg. 437

MORTGAGE

THIS MORTGAGE is made this 24th day of September, 19 80, between the Mortgagor, Sander A. and Ann A. Busselle HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee N. A. Kemmerer under the laws of the United States, whose address is Box 111 Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Six Thousand Eight Hundred Twenty Four and 32/100 ---------- Dollars, which indebtedness is evidenced by Borrower's note dated September 24, 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 the 3rd day of November, 1980 and the same day of each succeeding month

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 3, Ball First Addition to the Town of Marbleton as the same appears on record of the offical 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.

[illegible]

RECORDED Sept 30 1980 8:00 A M
IN BOOK 33 Misc PAGE 189
FEES $10.00 Lora J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dawn Lilly Deputy

which has the address of Box 251 [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.

[redacted] [redacted] [redacted]

[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]

[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.

X ..... —Borrower

..... —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this September 3, 1980 by
(date)

Gordon H. & Ann H. Buswell
(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)

193 Rec'd 12:12 pg 454

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 7-21-80)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by MARTHA CLARK, a single woman,

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 484 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*
9/30/80	$45,000.00	11.5%	9/30/2013

(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 Ten (10) Block One (1), Hennick's Second Addition to the Town of Pinedale, 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.

RECORDED Sept 30, 1980 1:45 P.M.
IN BOOK 33 Misc PAGE 193
FEES 10.00 Lora J. Hodges COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Thune

19123

[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[illegible]d as required by and under insurance policie[illegible]proved by the Government and, at its request, to deliver such policies to [illegible]e 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 expense 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 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 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.

[redacted] is instrument shall be subject to the p [redacted] lations of the Farmers Home Administ [redacted] 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 under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

(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 30th day of September, 19 80.

Martha Clark

Martha Clark

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

Martha Clark

The foregoing instrument was acknowledged before me by Martha Clark

, ,

, this 30th day of

September, 19 80.

Witness my hand and official seal.

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

Donna E Sievers

Notary Public

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MI[redacted] RIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LORETA M. GARRIS, a single person

mortgagor, of Sublette County, State of Wyoming, to secure the payment of --Eight Thousand Five Hundred and no/100---- Dollars, due seven years with interest from date at the rate of 14 per cent per annum, payable monthly evidenced by one (1) promissory note, of even date herewith, $159.30 monthly payments beginning October 15, 1980 with maturity of 9/15/87

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 4 and 5 of the Peck Addition to the Town of Big Piney, Wyoming, together with all improvements and appurtenances thereto belonging.

191202

RECORDED September 30 1980 2:30 P M
IN BOOK 33 Misc PAGE 197
FEES $ 6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEwen

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 $8,500.00 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 17th day of September A. D. 19 80.

In the presence of

Loreta M. Garris

Rel Bk 11 pg 658

197

198

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Loreta M. Garris,

, ,

this 17th day of September, 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 [redacted] ED—FORM NO. 4½ [redacted] THE M[redacted]ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN R. BALL and JANA S. BALL, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ---Three Thousand Five Hundred and no/100----- Dollars, due 3 years with interest from date at the rate of 16 per cent per annum, payable monthly~~xxxxx~~annually evidenced by one (1) promissory note, of even date herewith, 36 monthly payments of $132.73 with first payment October 25, 1980 and maturity 9/25/83

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 Two (2) Block Four (4) 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.

19[illegible]

RECORDED September 30 1980 2:30 P M
IN BOOK 33 Mtg PAGE 199
FEES $ 6.00 Lois D Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stowe

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 $3,500.00 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 22nd day of September A. D. 19 80.

In the presence of

John R. Ball
Jana S. Ball

Rlsd Bk 11 Pg 608

199

200

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by John R. Ball
Jana S. Ball

this 22nd day of September, 19 80.

Witness my hand and official seal.

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, $

MORTGA[redacted]—FORM NO. 4½ [redacted] THE [redacted] BAR 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KENT M. HALE and Cherilyn R. Hale, Husband and Wife

mortgagorS , of Sublette County, State of Wyoming , to secure the payment of

Dollars, due

with interest from date at the rate of 16 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 10, 11, and 12, Block 11, Marbleton Townsite,

Sublette County, Wyoming.

19139

RECORDED September 30 1980 2:30 P M
IN BOOK 33 Mtg PAGE 201
FEES $ 6.00 Lou Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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 $24,500.00 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 22nd day of August A. D. 1980.

In the presence of

Kent M Hale
Cherilyn R Hale

201

202

State of Wyomigg
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Kent M. Hale, Cherilyn R. Hale, ____, ____,

this 22 day of August, 19 80.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: Sepp 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____.

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

No.____ Fees, $____ Deputy Clerk

[redacted] [redacted] [redacted]

MORTGA[redacted]D—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GALE WRIGHT and STELLA WRIGHT, husband and wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Forty Thousand and no/100---------- Dollars, due 10 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, 120 payments of $573.89 commencing October 25, 1980 with maturity date of 9/25/90 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 Twenty Two (22), Twenty three (23), and Twenty four (24), Block Two (2) 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;

SUBJECT TO easements and rights of way of record or in use;

SUBJECT TO prior mineral reservations of record, if any.

[redacted]

RECORDED Sept 30 1980 2:30 P M
IN BOOK 33 Mtg PAGE 203
FEES $ 4.00 Lou Hobbs 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 $40,000.00 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 23rd day of September A. D. 19 80.

In the presence of

Gale Wright

Stella Wright

3-586
Release Book 13, Pg 140

203

Released Bk. 14 Rel. & Pg. 565

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Gale Wright, Stella Wright, this 23rd day of September, 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

THIS MORTGAGE, made this ..... day of September ....., 1980, between

JIM BRIDGER DEVELOPMENT, INC., a Wyoming corporatio

of 2930 Belmont Rd., Casper, Natron County, Wyoming, hereinafter referred to as the "Mortgagor," and

DORIS SEYFANG,

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

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

---

($ 13,000.00) 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:

Tract Three (3), in Section 27, and Tract Sixteen (16), in Section 28, T35N, R113W of the 6th P.M.

191209

RECORDED Sept 30 1980 2:30 M
IN BOOK 33 Mtg. PAGE 205
FEES $8.00 Louise Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M'Clure

12-11-85
R/SE Book 13, Page 38

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 Thirteen Thousand and no/100 ($ 13,000.00) Dollars, together with interest thereon at the rate of nine (9 %) per annum from September 1, 1980, until paid, according to the conditions of a promissory note, dated even date herewith, ~~XX~~, the ultimate maturity date of which is August 1, 19 87, which promissory note was executed and delivered by

Jim Bridger Development, 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 not applicable ($ n/a) 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 forclosure, 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.

[redacted] [redacted] [redacted]

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.

ATTEST:

Geraldine M. Booth
Secretary

(Seal)

JIM BRIDGER DEVELOPMENT, INC.

By: Elvin L. Booth
Elvin L. Booth, President

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: .....

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 Natrona

On this ..... day of September, 1980, before me personally appeared

Elvin L. Booth to me personally known, who, being by me duly

sworn, did say that he is the president of Jim Bridger

Development, Inc. 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 Jim Bridger Development, Inc.

..... 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: .....

Jerrilyn J. Hanson
Notary Public

JERRILYN J. HANSON - Notary Public
County of Natrona
State of Wyoming

207

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 7-21-80)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by BRYAN K. WILLIAMS and LORI L. WILLIAMS, husband and wife, residing in Pinedale, Sublette County, Wyoming, whose post office address is Box 844, 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*
10/1/80	$45,200.00	11.5%	10/1/2013

(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) 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 Eight (8) Block Six (6) 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 U.S. 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 33 of Miscellaneous, page 678.

181340

RECORDED October 1, 1982 2:00 PM
IN BOOK 33 Mtg PAGE 208
FEES $10.00 Nancy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Towne

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.

208 Bk 111 Mtg 336

(8) To keep the property in ·d as required by an· nder insurance policie proved by the Government and, at its request, to deliver such policies to .e Government.

(9) To maintain improvements in good repair and n 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 benefit 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 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.

[redacted] is instrument shall be subject to the pre[redacted]lations of the Farmers Home Administra[redacted] to its future regulations not inconsistent with the express provisions [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 under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

(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 October, 19 80.

Bryan K. Williams
Bryan K. Williams

Lori L. Williams
Lori L. Williams

ACKNOWLEDGMENT

STATE OF WYOMING
} ss:
COUNTY OF Sublette

The foregoing instrument was acknowledged before me by Bryan K. Williams and Lori L. Williams, , , this 1st day of October, 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

212

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

C - V Ranches, Inc.

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Seventy Five Thousand and No/100 - -($75,000.00) - - - - - - Dollars, due 1 year from date with interest from date at the rate of 12.75% 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:

Township 34 North, Range 110 West of the 6th P. M., Sublette County, Wyoming

Section 4: NE¼SE¼, SE¼SE¼, and that part of the SW¼NE¼ lying northeasterly of the centerline of State Highway 352.

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.

181391

RECORDED Oct 3 1980 3:30 P M
IN BOOK 33 Mtg PAGE 212
FEES $ 6.00 Lou Ann Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Donald G McClure

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 day of A. D. 19 80.

In the presence of

S. E. A. L.

ATTEST: CORPORATE SEAL

Secretary

C - V RANCHES, INC.

By Judy Clayton President

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Judy Clayton as President, and Bernard E. Iliff, as Secretary-Treasurer of C - V Ranches, Inc.,

this 23rd day of September, 19 80.

Witness my hand and official seal.

Barbara A. Weston
Signature
Notary Public
Title of Officer

My Commission Expires: Aug. 20, 1983

STOH NOTARY PUBLIC STATE OF WYOMING

MORTGAGE DEED

FROM

TO

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, $

213

MORTGAGE DEED—FORM NO. 41

THE MILLS COMPANY, SHERIDAN 141302

Placed Bk 12 Pg 279

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RALPH B. WAGER and GAIL D. WAGER, husband and wife,

mortgagor s, of Jackson, Teton County, State of Wyoming, to secure the payment of Thirty-five Thousand and No/100 - - -($35,000.00) - - - - - -Dollars, due 10/10/90, with interest from 10/1/80 at the rate of sixteen(16%) 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 $586.30 which include said 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 1, 2, 3 and 4, Block 4, Jones Addition to the Town of Pinedale, 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.

191892

RECORDED Oct 3 19 80 3:30 P M
IN BOOK 33 Mtg PAGE 214
FEES $ 6.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ehmis

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 Doliars, 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 October A. D. 19 80.

In the presence of

/ Ralph B. Wager
Ralph B. Wager

/ Gail D. Wager
Gail D. Wager

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Ralph B. Wager and Gail D. Wager, this 15th day of October, 19 80.

Witness my hand and official seal.

Jean M. 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, $

TRUSTEE'S DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

SECURITY BANK, N.A., Trustee, of Billings, Montana,

hereby grants and conveys unto

BANK OF COMMERCE, Trustee, of Sheridan, Wyoming,

the following described real property in Big Piney, Sublette County, Wyoming:

> All of Lots Fifteen (15), Sixteen (16), and Seventeen (17), in Block Seven (7), C. P. MacGlashan's First Addition to the Town of Big Piney, Wyoming.

subject to patent reservations, existing rights-of-way and easements, building and use restrictions, and zoning regulations.

DATED this 10th day of July, 1980.

SECURITY BANK, N.A., Trustee

By David L. Haft
Vice President & Trust Officer

ATTEST:
Agnes Zoffman
Assistant Secretary Title

STATE OF MONTANA)
) ss.
County of Yellowstone)

On this 10th day of July, 1980, before me, the undersigned Notary Public, personally appeared David L. Haft, known to me to be the Vice President and Trust Officer of the corporation that executed the within 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.

Paul E. Linker
Notary Public for the State of Montana. Residing at Billings, Montana. My commission expires: January 13, 1982

PHOTOSTATED
INDEXED
CHECKED

181654

RECORDED Oct 6 19 80 11:30A M
IN BOOK 33 Misc PAGE 216
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE [redacted] CHEYENNE 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS C. COLE and MARION S. COLE, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Five Thousand Six Hundred Twenty-five and No/100($5,625.00) - Dollars, due one year from date with interest from 10/1/80 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

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 Four (4) Block Eight (8) Ball Second 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, togetherwith 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.

191971

RECORDED Oct 7 1980 2:25 PM
IN BOOK 33 Misc PAGE 217
FEES $ 6.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stivers

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 S, and in case the mortgagorS 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 6th day of October A. D. 1980.

In the presence of

Helen Attwood

Thomas C. Cole
Thomas C. Cole

Marion S. Cole
Marion S. Cole

Rec Bk 111 48
217

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Thomas C. Cole and Marion S. Cole,

this 6th day of October, 19 80.

Witness my hand and official seal.

Helen Atwood
Signature
Notary Public
Title of Officer

My Commission Expires: Oct 1, 1984

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 12th day of September, 19 80, between the Mortgagor, Jack Hickman and Norma Hickman, 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 Thousand and 00/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated September 12, 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 11, 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:

Lots One (1), Two (2), Three (3), Block Forty-Two (42), Marbleton Townsite, Sublette County, Wyoming.

Also Lot Four (4), Block Forty-Two (42), Marbleton Townsite, Sublette County, Wyoming.

191692

RECORDED October 9 1980 8:30 AM
IN BOOK 33 Mtg PAGE 219
FEES $ 10.00 Lois D Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

which has the address of [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.

219 - 33rd Mtg Bk.

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.

x Jack Hickman .....
Jack Hickman —Borrower

x Norma Hickman .....
Norma Hickman —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this September 12, 1980 by
(date)

Jack Hickman and Norma Hickman
(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)

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

Jim L. Douglas and Sandra Douglas herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Fifty Thousand Dollars and no/100 ---------- Dollars ($ 50,000.00 ------), with interest at the rate of Ten and three/eighths ---------- per centum (10.375 ---------- %) 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 Fifty Two Dollars and 75/100 ---------- Dollars ($ 452.75 --------), commending on the first day of November, 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 October, 2010, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot Four (4) of the Marincic Subdivision, Sublette County, Wyoming

194374

RECORDED Oct 9 1980 9:15 AM
IN BOOK 33 MTG PAGE 223
FEES $ 5.00 Lou 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 (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 16 Rel Pg 324

(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 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 Sandra Douglas wife of the said Jim L. Douglas upon the consideration aforesaid, does hereby release and forever quit claim 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 29th day of September, 19 80.

In the presence of—

Jim L. Douglas

Sandra Douglas

THE STATE OF WYOMING

ss:

COUNTY OF Sweetwater

On this 29th day of September, 19 80, before me personally appeared Jim L. Douglas and Sandra Douglas to me known to be the persons 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 notarial, this 29 day of Sept, A.D. 19 80.

[SEAL]

My Commission expires 26 August 1984

Notary Public.

STATE OF WYOMING

ss:

COUNTY OF Sweetwater

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

225

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 Jim L. Douglas and Sandra Douglas, Husband & Wife

and appears recorded in book 33 Mtg of mortgages, beginning on page 223 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT FOUR (4) OF THE MARINCIC SUBDIVISTSION, SUBLETTE COUNTY, WYOMING.

191195

PR
D
G

RECORDED Oct 9 1980 9:15 AM
IN BOOK 33 Mtg PAGE 226
FEES $ 4.00 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Dorothy M Kline

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 6 day of October, 19 80.

By George Stahla
George Stahla, Assistant Vice-President

Attest:
Title Assistant Vice-President

STATE OF WYOMING
COUNTY OF SWEETWATER } ss.

NOTARY

The foregoing instrument was acknowledged before me by George Stahla

this 6th day of October, 19 80

Witness my hand and official seal.

My Commission expires: August 8, 1983

Donna M Ngai
Notary Public — Title of Officer

3/80

MORTGA[redacted] D—FORM NO. 4½ [redacted] [redacted] HERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RONALD L. KUNZ and FRANCES K. KUNZ, husband and wife,

mortgagor S , of Sublette County, State of Wyoming, to secure the payment of Five Thousand Six Hundred and No/100 - - - - - - - - ($5,600.00) Dollars, due 10/15/85 with interest from 10/15/80 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 $124.58 which include interest

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 One (1) Block Six (6) Ball Second 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.

181733

Book 33 Mtg 155

RECORDED October 14 1980 8:00 A M
IN BOOK 33 Mtg PAGE 227
FEES $6.00 Lucy Yake COUNTY CLERK
SUBLETTE 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 None 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 13th day of October A. D. 19 80.

In the presence of

Ronald L. Kunz

Frances K. Kunz

227

228

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Ronald L. Kunz and Frances K. Kunz, this 13th day of October, 1980.

Witness my hand and official seal.

Alice Griggs
Signature
Notary Public
Title of Officer

My Commission Expires: 12/26/82

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, $

[redacted] [redacted] [redacted]

MORTGAGE DEED—FORM NO. 4[illegible]

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT F. CRAMER and DOROTHY M. CRAMER, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Five Thousand Four Hundred and No/100 - - - - - - - - - - - - - - Dollars, due 10/1/85 with interest from 10/1/80 at the rate of twelve(12%) per cent per annum, payable monthly included in payments evidenced by one promissory note, of even date herewith, payable in sixty (60) monthly payments of $120.12 which include interest, first said payment due 11/1/80

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

mortgagee, whose address is P. O. Box 786
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) Block Fourteen (14) Ball Second 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.

181735

RECORDED October 14 1980 4:00 P M
IN BOOK 33 Misc PAGE 229
FEES $ 6.00 Lucy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Dorothy M Thurin

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 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 13th day of October A. D. 1980

In the presence of

Robert F. Cramer

Dorothy M. Cramer

10-22-85
RISE Book 13, Page 9

229

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert F. Cramer and Dorothy M. Cramer, this 13th day of October, 19 80.

Witness my hand and official seal.

Toni Gilchrist
County of
Sublette
Notary Public
State of
Wyoming
My Commission Expires June 10, 1982

My Commission Expires: June 10, 1982

Toni Gilchrist
Signature
Notary Public
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, $

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE H[redacted]HERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JERRY L. McMILLEN and LINDA J. McMILLEN, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Nine Thousand and No/100 - - - - - - - - - ($9,000.00) Dollars, due 10/15/85 with interest from 10/15/80 at the rate of twelve (12%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 60 monthly payments of $200.21 which include interest included in payments

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 Two (2) Block Nine (9) Ball Second 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 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.

181737

RECORDED October 14 1980 4:00
IN BOOK 33 Mtg PAGE 231
FEES $6.00 Lou J Yake COUNTY CLE
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lee

Filed 10/13/80

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 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 13th day of October A. D. 19 80.

In the presence of

Jerry L. McMillen
Jerry L. McMillen

Linda J. McMillen
Linda J. McMillen

231

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Jerry L. McMillen and Linda J. McMillen,

this 13th day of October, 19 80.

Witness my hand and official seal.

Kathleen K. Lenz
Signature
Notary Public
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, $

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN PATRICK HANSON, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Five Thousand Six Hundred and No/100 - -($5,600.00) - - - - Dollars, due 10/1/85 with interest from 10/1/80 included in payment at the rate of twelve(12%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in sixty (60) monthly payments of $124.58 which include interest at the rate of12% per annum, first said payment due 11/1/80 do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

mortgagee, whose address is P. O. Box 788
Big Piney, Wyomng 83113

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

Lot Three (3) Block Seven (7) Ball Second 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 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.

181739

RECORDED October 14 1980 4:00 PM
IN BOOK 33 Mtg PAGE 233
FEES $ 6.00 Dorothy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 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 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 October A. D. 19 80.

In the presence of

John Patrick Hanson
John Patrick Hanson

RISE. Book 13, Page 12

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by John Patrick Hanson,

this 13th day of October, 19 80.

Witness my hand and official seal.

Toni Gilchrist Notary Public
County of Sublette State of Wyoming
My Commission Expires June 10, 19

Toni Gilchrist
Signature
Notary Public
Title of Officer

My Commission Expires: June 10, 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, $ ...

MORTGA[redacted]D—FORM NO. 4[redacted] [redacted] THE H[redacted]HERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

EDWARD WAYNE HINER and TINKA L. HINER, husband and wife,

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of Five Thousand Seven Hundred and No/100($5,700.00) - Dollars, due 10/10/84 with interest from 10/10/80 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 48 monthly payments of $150.11 which include interest

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 Six (6) Block Six (6) Ball Second 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 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.

181741.

RECORDED October 14 1980 4:00 P M
IN BOOK 33 Misc PAGE 235
FEES $6.00 Lenny Yake COUNTY CLERK
SUBLETTE 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 None 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 13th day of October A. D. 19 80.

In the presence of

Helen Attwood

Edward Wayne Hiner
Edward Wayne Hiner

Tinka L. Hiner
Tinka L. Hiner

Rel'd Bk 11 pg 652

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Edward Wayne Hiner and Tinka L. Hiner,

this 13th day of October, 19 80.

Witness my hand and official seal.

Helen Attwood
Signature
Notary Public
Title of Officer

My Commission Expires: Oct 1, 1984

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-A [redacted] THE MILLS CO.[redacted] 42484

MORTGAGE

THIS MORTGAGE, made this _____ day of _____, 1980, between George Nichols, a single person,

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and Skyline Developers, a partnership consisting of John S. Kauchich and Fred T. Morgando, Jr.,

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

The Mortgagor, for and in consideration of the sum of _____

---------- Six Thousand Two Hundred Forty-eight and No/100 ----------

($ 6,248.00) 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 Two (2), Block Six (6) 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.

181719

RECORDED October 15 1980 8:00 A M
IN BOOK 33 Mtg PAGE 237
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

Rlsd Bk 11 Pg-656

237

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 ---------- Six Thousand Two Hundred Forty-eight and No/100 ---------- ($6,248.00) Dollars, together with interest thereon at the rate of twelve per cent (12 %) per annum from January 1, 1981, until paid, according to the conditions of one promissory note, dated January 1, 1981, the ultimate maturity date of which is January 15, 1983, which promissory note was executed and delivered by

George Nichols

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 None ($) 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 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.

X George E. Nichols
George Nichols

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this 7th day of October, 1980, before me personally appeared

George Nichols, a single person,

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 homestead.

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

My commission expires: My Commission expires March 22, 1983

Johna M. Russell Hodgen
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:

240

Rel'd. Bk 13 Rel. Pg. 512

VA FORM 26-6346b
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 12 day of September ,

19 80 , Evan John Griffith and Caron P. Griffith, Husband and Wife who,

whether one person or more, are herein called MORTGAGOR whose address is P. O. Box 128
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 1 OF THE GIEBEL SUBDIVISION, 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 THOUSAND DOLLARS AND NO/100----------DOLLARS

($ 50,000.00) with interest at the rate of 10 & 3/8 per centum (10.375 %) 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 FIFTY TWO DOLLARS AND 75/100-----DOLLARS

($ 452.75), commencing on the 1st day of October , 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 September, 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.

[redacted] [redacted]

RECORDED Oct 15 1980 2:00 PM
Book 33 Mtg PAGE 240
[redacted] COUNTY CLE[redacted]

IN WIT[redacted]EREOF, the Mortgagor(s) ha ve [redacted] th eir hand(s) the day and [redacted] above-written.

Evan John Griffith
Evan John Griffith Mortgagor

Caron P. Griffith
Caron P. Griffith Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF)

On this 12 day of September , 19 80 , before me personally appeared Evan John Griffith & Caron P. Griffith, Husband & Wife , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that th ey executed the same as th eir free act and deed.

Donna M. Ryan
Notary Public

My commission expires on the 8 day of August , 19 83 .

242

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 Evan John Griffith & Caron P. Griffith, Husband and Wife

and appears recorded in book 33 of mortgages, beginning on page 240 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 1 OF THE GIEBEL SUBDIVISION, SUBLETTE COUNTY, WYOMING.

181754

RECORDED October 15 1980 2:00 P M
IN BOOK 33 Mtg PAGE 242
FEES $4.00 Laura J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

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 15 day of September, 19 80.

By George Stahla
George Stahla, Assistant 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 15 day of September, 19 80

Witness my hand and official seal.

My Commission expires: August 8, 1983

Donna M. Ngai
Notary Public — Title of Officer

MORTG [redacted] —FORM NO. 4½ [redacted] THE [redacted] LARAMIE 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

PERSHING PUNTENEY and LOIS PUNTENEY, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Seventy Thousand and No/100 - - - -($70,000.00) - - - - - - - Dollars, due 9/20/90 with interest from 10/1/80 at the rate of sixteen(16%) 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 $1,172.60 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 being that portion of Tract 59, Section 18, T. 29 N., R. 111 W., 6th P. M., Sublette County, Wyoming, situated South and East of the Center line of Sublette County Road No. 23-134, more particularly described as follows: Beginning at the Southeast corner of said Tract 59; thence North, along the East line of Tract 59, a distance of 654.46 feet to a point on the center line of Sublette County Road No. 23-134; thence S. 52°08'24"W., along the center line of the County Road a distance of 824.80 feet; thence S. 61°26'06"W., continuing along the center line of the County Road, a distance of 235.49 feet to a point on the South line of Tract 59; thence S. 87°36'18"E., along the South line of Tract 59, a distance of 858.73 feet to the point of beginning. Together with all improvements and appurtenances thereunto appertaining.

181756

RECORDED Oct 15 1980 3:30 PM
IN BOOK 33 Mtg PAGE 243
FEES $.6 oc Lorraine Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellerine

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 October A. D. 19 80.

In the presence of

Pershing Punteney
Lois Punteney

243 Released BK 13 Rel. Pg. 575

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Pershing Punteney and Lois Punteney,

this 6th day of October, 1980.

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, $ ...

MORTG [redacted] —FORM NO. 4[illegible] [redacted] THE [redacted] LARAMIE, WYOMING 82070

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOSEPH A. EDWARDS and PATSY R. EDWARDS, 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 10/15/90 with interest from 10/1/80 at the rate of sixteen(16%) 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 $502.54 which include said 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 Eight (8) and Nine (9) Block Two (2) Samora Addition to the Town of Pinedale, 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.

181755

RECORDED Oct 15 1980 3:30 PM
IN BOOK 33 Mtg PAGE 245
FEES $6.00 Dorothy Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

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 October A. D. 19 80.

In the presence of

Joseph A. Edwards

Patsy R. Edwards

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by JOSEPH A. EDWARDS and PATSY R. EDWARDS,

this 21st day of October, 1980.

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, $ ...

MORTG [redacted] FORM NO. 4[illegible] [redacted] THE [redacted] FRIDAY 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS CARLSON and JAN CARLSON, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Nine Thousand Two Hundred and No/100 - - -($9,200.00) - - - - Dollars, due 10/15/84 with interest from 10/1/80 at the rate of twelve(12%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 48 monthly payments of $242.28 which include interest, first payment due 11/15/80

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 One (1) Block Nine (9) Ball Second 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 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.

19177

RECORDED Oct 16 1980 3:30 P M
IN BOOK 33 Misc PAGE 247
FEES $6.00 Sara 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 None 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 15th day of October A. D. 19 80.

In the presence of

Helen Attwood

Thomas Carlson
Thomas Carlson

Jan Carlson
~~Jan Carlson~~

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State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Thomas Carlson and Jan Carlson, this 14th day of October, 19 81.

Witness my hand and official seal.

Helen Attwood
Signature
Notary Public
Title of Officer

My Commission Expires: Oct. 1, 1984

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, $

SECOND SUPPLEMENTAL DEED OF TRUST,
MORTGAGE, PLEDGE, ASSIGNMENT AND SECURITY AGREEMENT

This Second Supplemental Deed of Trust, Mortgage, Pledge, Assignment and Security Agreement ("Supplemental Mortgage"), dated as of the 29th day of September, 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 "Original Mortgage"), covering the properties described therein (the "Properties"), recorded as shown on Exhibit I, hereto attached; 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

1817 3

RECORDED Oct 20 1980 8:00 A M
BOOK 33 Mtg PAGE 249
66 75 Lou J York COUNTY CLERK

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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, by Supplemental Deed of Trust, Mortgage, Pledge, Assignment and Security Agreement (the "First Supplement") dated as of March 13, 1980, Mortgagors amended, supplemented and extended the Original Mortgage to secure the indebtedness represented by the Mellon Note, as assumed by HPC;

WHEREAS, effective as of the date hereof, HPC has executed and delivered to the Mortgagee its certain promissory note (the "Note") in the original principal amount of $80,000,000.00, payable to the order of the Mortgagee, which Note is, to the extent of $4,500,000.00, in substitution for the unpaid balance of principal and accrued interest owing on the HPC Note; and

WHEREAS, Mortgagors desire to amend and supplement further the Original Mortgage (which Original Mortgage, as previously amended and supplemented by the First Supplement, is herein called the "Mortgage") to provide expressly that such Mortgage shall secure and is extended to secure the indebtedness represented by the Note;

1.

NOW, THEREFORE, Mortgagors, for and in consideration of the debts and trust herein described, do Grant, Bargain,

[redacted] [redacted] [redacted]

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 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 obligations of Mortgagors under all other instruments securing the Note or the Mellon Note or secured by any instrument securing the Note or 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

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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 October 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 F. Jones, Jr., President

ATTEST:

_____
Louise A. Glenn, Assistant Secretary

711 Polk, Suite 1200
Houston, Texas 77002

HOWELL OIL & GAS, INC.

By: _____
Sidney F. Jones, Jr., President

ATTEST:

_____
Louise A. Glenn, Secretary

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711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH, INC.

By: _____
David G. Matthes,
Treasurer/Controller

ATTEST:

_____
Louise A. Glenn, Secretary

711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH EXPLORATION CORPORATION

By: _____
David G. Matthes,
Treasurer/Controller

_____
Louise A. Glenn, Secretary

711 Polk, Suite 1200
Houston, Texas 77002

PETRO-SEARCH NOMINEE PARTNERSHIP CO.

By: PETRO-SEARCH, INC.,
General Partner

By: _____
David G. Matthes,
Treasurer/Controller

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
Gary K. Wright,
Senior Vice President

712 Main Street
Houston, Texas 77002

"TRUSTEE"

Gary K. Wright
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 29th day of September, 1980.

(SEAL)

Carolyn Ditsakes
Notary Public in and for
Harris County, Texas

My Commission Expires: 2-4-84

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., 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 September, 1980.

(SEAL)

Carolyn Ditsakes
Notary Public in and for
Harris County, Texas

My Commission Expires: 2-4-84

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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 David G. Matthes, Treasurer/Controller 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 September, 1980.

(SEAL)

Carolyn Dutsakis
Notary Public in and for
Harris County, Texas

My Commission Expires: 2-4-84

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 David G. Matthes, Treasurer/Controller 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 September, 1980.

(SEAL)

Carolyn Dutsakis
Notary Public in and for
Harris County, Texas

My Commission Expires: 2-4-84

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 David G. Matthes, Treasurer/Controller 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 September, 1980.

(SEAL)

Carolyn Dutsakis
Notary Public in and for
Harris County, Texas

My Commission Expires: 2-4-84

[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, 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 4th day of March, 1980.

Notary Public in and for
Harris County, Texas

(SEAL)

My Commission Expires: 6-30-80

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 4th day of March, 1980.

Notary Public in and for
Harris County Texas

(SEAL)

My Commission Expires: 6/30/80

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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 29th day of September, 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.,; DAVID G. MATTHES, Treasurer/Controller of PETRO-SEARCH, INC., Treasurer/Controller of PETRO-SEARCH EXPLORATION COMPANY and Treasurer/Controller 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

My Commission Expires:
2-4-84

(SEAL)

[redacted] [redacted] [redacted]

This instrument was prepared by:

R. S. Pieringer
Liddell, Sapp, Zivley, Brown & LaBoon
500 Gulf Building
Houston, Texas 77002

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Howell

Supplemental Deed of Trust, Mortgage, Pledge, Assignment & Security Agreement

State	County	Date	Records
Alabama	Choctaw	5/21/80	Mtge. Bk. 250, P.211 File #G-333
Oklahoma	Haskell	4/30/80	D/T Bk. 363, P.149 File #205998
	w/schedules	5/14/80	D/T Bk. 363, P.580 File #206169
Texas	Carson	4/28/80	D/T Vol. 80, P.543 File #528
	Gray	4/28/80	D/T Vol. 222, P.667 File #H53517
	Hansford	4/28/80	D/T Vol. 87, P.468 File #20053
	Hutchinson	4/28/80	D/T Vol. 155, P.735 File #193284
	Leon	4/28/80	U.C.C. File #80-258 D/T Vol. 84, P.901 File #137197
	Madison	4/28/80	D/T Vol. 48, P.887 File #71503
	Palo Pinto	4/28/80	D/T Vol. 144, P.865 File #2334
	Shackelford	4/28/80	D/T Vol. 80, P.234 File #800683
	Taylor	4/28/80	D/T Vol. 556, P.582 File #6570
	Victoria	4/28/80	D/T Vol. 1055, P.672 File #3932
	Wilson	4/29/80	D/T Vol. 536, P.543 File #25744
Wyoming	Campbell	5/15/80	Bk. 507, Photos, P.5 File #478121
	Johnson	4/28/80	D/T Bk. 159, P.429 File #55856
	w/schedules	5/19/80	D/T Bk. 160, P.311 File #56661
	Natrona	5/7/80	Instru. #289235
	Sublette	6/4/80	Bk. 32 Mtg., P. 676 File #179987
	Sweetwater	5/2/80	D/T Bk. 711, p.25 File #820045

EXHIBIT I

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.
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.56 File #4061
	Victoria	3/11/80	D/T Vol.1049, P.62 File #2088
	Wilson	3/12/80	D/T Vol.533, P.882 File #25249
Wyoming	Campbell	3/12/80	D/T Bk. 505, Photo 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.48 File #179255
	Sweetwater	3/12/80	D/T Vol.709, P.152 File #815995

EXHIBIT I

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Howell
Ratification, Assumption & Modification
Agreement
Howell Petroleum Corporation, Mellon Energy Company &
Texas Commerce Bank National Association

State	County	Date	Records
Alabama	Choctaw	5/21/80	Mtg. Bk. 250, P. 20
Mississippi	Clarke	5/12/80	D/T Bk. 105, P. 228
Texas	Hidalgo	4/29/80	D/T Vol. 391, P.434 File #16341
	w/schedules	5/28/80	D/T Vol. 391, P.825 File #13615
	Live Oak	4/28/80	D/T Vol. 139, P. 30 File #64240
	w/schedules	5/9/80	D/T Vol. 140, P. 3 File # 64429
	Matagorda	5/1/80	D/T Vol. 177, P. 74 File # 11659

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Howell
Assignment of Note & Liens
First City National Bank of Houston to
Texas Commerce Bank National Association

State	County	Date	Records
Alabama	Choctaw	5/21/80	Mtg. Bk. 250, P. 211
Mississippi	Clarke	4/29/80	D/T Bk. 105, P. 91
Texas	Hidalgo	4/29/80	D/T Vol. 391, P.429 File #16342
	w/schedules	5/28/80	D/T Vol. 961, P.111 File #13614
	Live Oak	4/28/80	D/T Vol. 139. P. 303 File #64239
	w/schedules	5/9/80	D/T Vol. 139, P. 500 File #64420
	Matagorda	5/1/80	D/T Vol. 177, P. 135 File #11658

EXHIBIT I

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Notice of Utility Financing -- Sandefer & Andress

Place of Filing	Date		Records
Secretary of State of Texas	12/31/79	File No. 79-197065	UCC
Hidalgo County, Texas	5/8/80	Vol. 1672, P. 699 File #14564	D/T
Live Oak County, Texas	12/26/79	Vol. 136, P. 297 File #62665	D/T
Matagorda County, Texas	12/26/79	Vol. 174, P. 655 File #8324	D/T

Notice of Utility Filing - Mellon

Place of Filing	Date		Records
Secretary of State of Texas	12/31/79	File No. 79-197065	UCC
Hidalgo County, Texas	12/27/79	File No. 40690; Volume 1653, Page 119	Deed
Hidalgo County, Texas	3/10/80	File No. 7736; Volume 1663, Page 503	Deed
Live Oak County, Texas	12/26/79	File No. 62664; Volume 136, Page 295	Deed of
Matagorda County, Texas	12/26/79	File No. 8323; Volume 174, Page 653	Deed of

EXHIBIT I

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Financing Statement -- Mellon

Place of Filing	Date		Records
Secretary of State of Alabama	12/27/79	File No. 2-U6832R	UCC
Choctaw County, Alabama	1/18/80	File No. 14371	UCC
Secretary of State of Mississippi	12/26/79	File No. 2422-1279	UCC
Clarke County, Mississippi	12/27/79	File No. 2206-79	UCC
Secretary of State of Texas	12/27/79	File No. 79-194161	UCC
Hidalgo County, Texas	12/27/79	File No. 6701	UCC
Live Oak County, Texas	12/26/79	File No. 6767	UCC
Matagorda County, Texas	12/21/79	File No. 1732	UCC

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Financing Statement -- Sandefer & Andress

Place of Filing	Date		Records
Secretary of State of Alabama	12/27/79	File No. 2-U6831R	UCC
Choctaw County, Alabama	1/18/80	File No. 14374	UCC
Secretary of State of Mississippi	12/26/79	File No. 2423-1279	UCC
Clarke County, Mississippi	12/27/79	File No. 2207-79	UCC
Secretary of State of Texas	12/27/79	File No. 79-194160	UCC

EXHIBIT I

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Howell Petroleum Corporation - Financing Statement

State	County	Date	Records
Oklahoma	Haskell	3/24/80	F.S. File #205477 D/T Bk.361, P.559 File #47286
	Oklahoma	3/12/80	U.C.C. #N001279
Mississippi	Clarke	3/12/80	D/T Bk.DT 104, P.544
Secretary of State		3/13/80	U.C.C. #0380
Texas	Carson	3/12/80	F.S. File 101 D/T Vol.80, P.312 File #317
	Gray	3/12/80	D/T Vol.222, P.197 File #53026
	Hansford	3/12/80	F.S. File #11,183 Vol.2, P.39 D/T Vol.87, P.233 File #19766
	Hutchinson	3/12/80	F.S. File #22930 D/T Vol.155, P.118 File #192623
	Leon	3/11/80	F.S. File #80-144 D/T Vol.80, P.144 File #136622
	Madison	3/14/80	File #7845
	Palo Pinto	3/12/80	F.S. File #145 D/T File #1370
	Secretary of State	3/12/80	U.C.C. File #80-039
	Shackelford		F.S. File #80-50 D/T Vol.80, P.68 File #800354
	Taylor	3/12/80	F.S. File #4056 D/T Vol. 554, P.545
	Victoria	3/11/80	F.S. File #51,348 D/T File #2089
	Wilson	3/12/80	File #10,788
Wyoming	Campbell		
	Johnson	3/12/80	SA#20352 D/T Vol.___, Bk.___ File #54657
	Natrona	4/1/80	F.S. File #U441864 D/T File #287294
	Sublette	3/27/80	F.S. File #179261 U15785 D/T Bk.36 Misc., P. File #179256

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Howell Petroleum Corporation - Financing Statement, cont'd.

State	County	Date	Records
	Secretary of State	3/12/80	U.C.C. File #167621
	Sweetwater	3/12/80	F.S. File #U94568 D/T Bk.709, P.1526 File #815990

EXHIBIT I

State	County	Date	Records
Oklahoma	Haskell	3/24/80	F.S. File #205475 D/T Bk.361, P.543 File #47284
	Oklahoma	3/12/80	U.C.C. #N001280
Mississippi	Clarke	3/12/80	D/T Bk. DT 104, P.5
Secretary of State		3/13/80	U.C.C.#1678
Texas	Carson	3/12/80	F.S. File #105 D/T Vol.80, P.348 File #321
	Gray	3/12/80	D/T Vol.222, P.173 File #53022
	Hansford	3/12/80	F.S. File #11,187 Vol.2, P.68 D/T Vol.87, P.249 File #19770
	Hutchinson	3/12/80	F.S. File #22934 Vol. 155, P.178 File #192627
	Leon	3/11/80	F.S. File #80-147 D/T Vol. 84, P.302 File #136625
	Madison	3/14/80	File #7846
	Palo Pinto	3/12/80	F.S. File #149 D/T File #1374
	Secretary of State	3/12/80	U.C.C. #80-039400
	Shackelford	3/12/80	F.S. File #80-53 D/T Vol.80, P.143 File #800357
	Taylor	3/12/80	F.S. File #4060 D/T Vol. 554, P.565
	Victoria	3/11/80	F.S. File #51,352 D/T File #2093
	Wilson	3/12/80	F.S. File #10,792
Wyoming	Campbell		
	Johnson	3/12/80	SA #20348 D/T Bk.___, Vol.___ File #54653
	Natrona	4/1/80	F.S. File #U441868 D/T File #287295
	Sublette	3/27/80	F.S. File #179265 U15789 D/T Bk.36 Misc. P.5 File #179260

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Petro-[redacted]ch Nominee Partnershi[redacted] - Financing Stateme[redacted]

State	County	Date	Records
	Sweetwater	3/12/80	F.S. File #U94572 D/T Bk.709, P.___ File #815994
	Secretary of State	3/12/80	U.C.C. File #167621

EXHIBIT F

Howell Oil & Gas, Inc. - Financing Statement

State	County	Date	Records
Oklahoma	Haskell	3/24/80	F.S. File #205478 D/T Bk.361, P.567 File #47287
	Oklahoma	3/12/80	U.C.C. #N001278
Mississippi	Clarke	3/12/80	D/T Bk. D/T 104, P.551
Sec. of State		3/13/80	U.C.C. #1675
Texas	Carson	3/12/80	F.S. File #102 D/T Vol.80, P.321 File #308
	Gray	3/12/80	D/T Vol.222, P.190 File #53025
	Hansford	3/12/80	F.S. File #11,184 Vol.2, P.39 D/T Vol.87, P.237 File #19767
	Hutchinson	3/12/80	F.S. File D2 #22931 D/T Vol.155, P.133 File #192624
	Leon	3/11/80	F.S. File #80-143 D/T Vol.84, P.186 File #136621
	Madison	3/14/80	File #7844
	Palo Pinto	3/12/80	F.S. File #146 D/T File #1371
	Secretary of State	3/12/80	U.C.C. #80-039401
	Shackelford	3/12/80	F.S. File #80-51 D/T Vol. 80, P.93 File #800355
	Taylor	3/12/80	F.S. File #4057 D/T Vol. 554, P.530
	Victoria	4/11/80	F.S. File #51,349 D/T File #2090
	Wilson	3/12/80	File #10,789
Wyoming	Campbell		
	Johnson	3/12/80	SA #20351 D/T Bk.___, Vol.___ File #54656
	Natrona	4/1/80	F.S. File #U441865 File #287293
	Sublette	3/27/80	F.S. File #U15786 179262 D/T Bk.36, Misc. P. File #179257

[redacted] EXHIB [redacted]

Howel[redacted] & Gas, Inc. - Financ[redacted]atement [redacted]

State	County	Date	Records
	Sweetwater	3/12/80	F.S. File #U94569 D/T Bk.709, P. ____ File #815991
	Secretary of State	3/12/80	U.C.C. File #167622

EXHIBIT I

State	County	Date	Records
Oklahoma	Haskell	3/24/80	F.S. File #205476 D/T Bk.361, P.551 File #47285
	Oklahoma	3/12/80	U.C.C. #N001277
Mississippi	Clarke	3/12/80	D/T Bk. DT 104, P.5
Secretary of State		3/13/80	U.C.C #1677
Texas	Carson	3/12/80	F.S. File #103 D/T Vol.80, P.330 File #319
	Gray	3/12/80	D/T Vol.222, P.189 File #53024
	Hansford	3/12/80	F.S. File #11,185 Vol.2, P.68 D/T Vol.87, P.241 File #19768
	Hutchinson	3/12/80	F.S. File #22932 Vol.155, P.148 File #192625
	Leon	3/11/80	F.S. File #80-145 D/T Vol.84, P.244 File #136623
	Madison	3/14/80	File #7842
	Palo Pinto	3/12/80	F.S. File 147 D/T File #1372
	Secretary of State	3/12/80	U.C.C. #80-039397
	Shackelford	3/12/80	F.S. File #80-54 D/T Vol.80, P.168 File #800358
	Taylor	4/12/80	F.S. File #4058 D/T Vol. 554, P.554
	Victoria	4/11/80	F.S. File #51,350 D/T File #2091
	Wilson	3/12/80	File #10,790
Wyoming	Campbell		
	Johnson	3/12/80	SA #20350 D/T Vol.___, P.___ File #54655
	Natrona	4/1/80	F.S. File #U441866 D/T File #287291
	Sublette	3/27/80	F.S. File #179263 U15787 D/T Bk.36 Misc., P File #179258

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Petro[redacted]ch, Inc. - Financing [redacted]ement

State	County	Date	Records
	Sweetwater	3/12/80	F.S. #U94570 D/T Bk.709, P.___ File #815992
	Secretary of State	3/12/80	U.C.C File #167623

EXHIBIT I

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Petro-Search Exploration Corp. - Financing Statement

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State	County	Date	Records
Oklahoma	Haskell	3/24/80	F.S. File #205474 D/T Bk.361, P.535 File #47283
	Oklahoma	3/12/80	U.C.C. #N001276
Mississippi	Clarke	3/12/80	D/T Bk. D/T 104, P.
Secretary of State		3/13/80	U.C.C. #1676
Texas	Carson	3/12/80	F.S. File #104 Vol.80, P.339 File #320
	Gray	3/12/80	D/T Vol.222, P.181 File #P53023
	Hansford	3/12/80	F.S. File #11,186, Vol.2, P.68 D/T Vol.87, P.245 File #19769
	Hutchinson	3/12/80	F.S. File #22933 D/T Vol.155, P.163 File #192626
	Leon	3/11/80	F.S. File #80-146 D/T Vol.84, P.273 File #136624
	Madison	3/14/80	File #7842
	Palo Pinto	3/12/80	F.S. File #148 D/T File #1373
	Secretary of State	3/12/80	U.C.C. #80-039399
	Shackelford	3/29/80	F.S. File #80-52 D/T Vol.80, P.118 File #800356
	Taylor	3/12/80	F.S. File #4059 D/T Vol. 504, P.560
	Victoria	3/11/80	F.S. File #51,351 D/T File #2092
	Wilson	3/12/80	F.S. File #10,791
Wyoming	Campbell		
	Johnson	3/12/80	SA#20349 D/T Vol.___, P.___ File #54654
	Nationa	4/1/80	F.S. File #C441867 D/T File #287292
	Sublet	3/27/80	F.S. File #179264 U15788 D/T Bk.36 Misc., P. File #179259

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Petrc [redacted] h Exploration Corp. [redacted] ancing Statement [redacted]

State	County	Date	Records
	Sweetwater	3/12/80	F.S. File #U94571 D/T Bk.709, P.___ File #815993
	Secretary of State	3/12/80	U.C.C. File #167625

EXHIBIT I

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Release - Book 13, Page 454
11-7-86

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MORTGAGE

THIS MORTGAGE is made this ..... 17th ..... day of ..October..... , 19..80.., between the Mortgagor, ..William R. Reynolds and Sylvia J. Reynolds, 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 .. Forty-five Thousand Three .... Hundred Fifteen and no/100..... Dollars, which indebtedness is evidenced by Borrower's note dated .. October 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 .. November 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 47, Block 8, replat of Barger Subdivision, Third Filing, Sublette County, Wyoming.

* * * * * * * * * * * *

181803

RECORDED October 20, 1980 1:45 PM
IN BOOK 33 Mtg PAGE 280
FEES $10.00 Lois Yake ..... COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

which has the address of ..... Barger Subdivision ..... , ... 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 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

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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.

.....
—Borrower

.....
—Borrower

STATE OF WYOMING, ...Lincoln.....County ss:

The foregoing instrument was acknowledged before me this ..Oct. 17, 1980.. (date) by.....

.....William J. Reynolds and Sylvia J. Reynolds, Husband and Wife.....
(person acknowledging)

My Commission expires:

Laurie McKee
Notary Public
Lincoln
State of Wyoming
My Commission Expires July 14, 1982

.....
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

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Released BK. 14 Rel. @ Pg. 435 25a

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 7-21-80)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by KAREN S. HEITZMAN, a single woman

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 1074. 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*
10/21/80	$24,000.00	11.5%	10/21/2013

(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 Five (5) Block Four (4) Hennick 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 for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaini
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

[redacted] [redacted] [redacted]

This mortgage is subject to a prior mortgage from Jacob W. Strauss in favor of The United States of America, acting through The Farmers Home Administration, USDA, dated July 15, 1975, and recorded July 15, 1975 in Book 27 of Mortgages, page 41, given to secure $11,500.00 with a present balance of principal of $10,994.93, said mortgage having been assumed by "Borrower" herein.

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 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 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.

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(8) To keep the property in[illegible]d as required by and under insurance policie[illegible]proved by the Government and, at its request, to deliver such policies to [illegible]e 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 benefit 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 share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, 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 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.

[redacted] is instrument shall be subject to the pre[redacted]lations of the Farmers Home Administr[redacted] to its future regul[redacted] inconsistent with the express provision[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 under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

(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.

181900

FILED October 21 1980 4:40 P
in 33 Mortgages PAGE 284
of the Sublette County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 21st day of October, 19 80.

Karen S. Heitzman
Karen S. Heitzman

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Karen S. Heitzman

_____, _____,

_____, this 21st day of

October, 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)

Donna E Sievers
Notary Public

My commission expires: 4/22/82

255 assigned BK 48 mtg e PG. 743

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 21st day of October ,

19 80 , MELVIN M. ARNDT AND PHYLLIS V. ARNDT, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is South Bench Road, Pinedale, Wyoming 82941

hereby MORTGAGES

to MORTGAGEE, namely: RAINIER MORTGAGE COMPANY, a Washington Corporation

whose address is P. O. Box C-34040, Seattle, Washington 98124

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

SEE ATTACHED LEGAL DESCRIPTION

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 ONE HUNDRED THOUSAND AND NO/100----------DOLLARS

($ 100,000.00) with interest at the rate of THIRTEEN per centum (13.000 %) 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 ONE THOUSAND ONE HUNDRED SEVEN AND NO/100-----DOLLARS

($ 1107.00), commencing on the FIRST day of DECEMBER , 19 80 , 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 NOVEMBER ,

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.

191810

RECORDED Oct 21 1980 4:03 P.M
IN BOOK 33 Mtg PAGE 288
COUNTY CLERK
SUBLETTE COUNTY CLERK

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) the day and year first above-written.

Melvin M. Arndt
MELVIN M. ARNDT Mortgagor

Phyllis V. Arndt
PHYLLIS V. ARNDT Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 21st day of October , 19 80 , before me personally appeared Melvin M. Arndt and Phyllis V. Arndt , 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 R. ADAMS - Notary Public
County of Sublette State of Wyoming
My Commission expires July 28, 1984

Edwin R. Adams
Notary Public

My commission expires on the 28th day of July , 19 84 .

THAT PART OF THE NW¼ OF SECTION 19, T. 33 N., R. 108 W., 6TH P.M., SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Beginning at a point of the south line of said NW¼ identical to the center line of the South Bench County Road No. 23-109, S.89°38'E., 943.80 feet from the west one-quarter corner of said Section 19 as described in the Certified Land Corner Recordation Certificate of record in the Office of the Clerk of Sublette County; thence, S.89°38'E., 412.50 feet along said south line to a point; thence, N.00°26'E., 2112.00 feet parallel to the east line of said NW¼ to a point; thence, N.89°38'W., 412.5 feet parallel to the said south line to a point; thence, S.00°26'W., 2112.00 feet parallel to said east line to the Point of Beginning.

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 RANDY L. NELSON and VALERIE J. NELSON, husband and wife herein designated as Mortgagor, of P.O. Box 255, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty Four Thousand Two Hundred and no/100---------- Dollars ($ 44,200.00), with interest at the rate of 13.00 per centum (13.00 %) per annum as evidenced by a promissory note of even date herewith to the order of

FIRST WYOMING BANK, N.A.-KEMMERER

a corporation organized and existing under the laws of the United States, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Four Hundred Eighty-nine and .29/100----------Dollars ($ 489.29), commending on the first day of December, 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 November, 2010, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 8, Block 2, Amended Redstone Second Addition to the Town of Pinedale, Sublette County, Wyoming.

181818

RECORDED Oct. 23, 1980 9:25 A M
IN BOOK 33 Misc PAGE 281
FEES $8.00 Darcy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy W. Lewis

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

281 ... Misc. Bk 13 pg 325

(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 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 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 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 required 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

foreci [redacted] the happening of any default, it shal [redacted] eby be prejudiced in its right of fore[redacted] any time there[redacted] ig which such default shall continu [redacted] ll not be prejudiced in its foreclosu[redacted] a 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 Valerie J. Nelson wife of the said Randy L. Nelson 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 20th day of October, 19 80.

In the presence of—

Randy L. Nelson
RANDY L. NELSON

Valerie J. Nelson
VALERIE J. NELSON

THE STATE OF WYOMING }
COUNTY OF LINCOLN } ss:

On this 20th day of October, 1980, before me personally appeared Randy L. Nelson and Valerie J. Nelson, 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 notary seal, this 20th day of October, A.D. 1980.

Valerie L. Roberts
Notary Public.

Valerie L. Roberts
Notary Public
County of Lincoln
State of Wyoming
My Commission Expires May 10, 1982

[SEAL]

STATE OF WYOMING }
COUNTY OF } ss:

This instrument was filed for record at 9:25 o'clock am M., on the 22nd day of October, A.D. 19 80, and duly recorded in Book 33 on Page 291

Lois J. Yoke
County Clerk and ex officio Register of Deeds

Fee: $ 8.00

By S Bilbeau
Deputy

19813

U S GOVERNMENT PRINTING OFFICE - 1980-682-321

MORTGAGE DEED---FORM NO. 4-A

Released BK. 14 Rel. @ Pg 279

THE MILLS COMPANY, SHERIDAN 142484 —2M—1-72

MORTGAGE

THIS MORTGAGE, made this 6th day of October, 1980, between Michael J. Kramer, Jr. and Susan P. Kramer, husband and wife, of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and North Side State Bank of Rock Springs, Wyo., a Wyoming banking corporation, having its principal place of business at Rock Springs, in ~~X~~ Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Fifty-one thousand nine hundred and no/100-

---

($ 51,900.00) 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 Fifteen (15) Block numbered Four (4) 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 filed 3/28/78, Book 33 of Miscellaneous, page 678, Office of the County Clerk.

181871

RECORDED October 23 19 80 8:00 AM
IN BOOK 33 Mortgages PAGE 294
FEES $ 8.00 Lois J Lyske COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[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-one thousand nine hundred 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.

/ Michael J. Kramer, Jr.

/ Susan P. Kramer

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 6th day of October, 19 80, before me personally appeared

Michael J. Kramer, Jr. and Susan P. Kramer, 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, including the release and waiver of homestead.

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

My commission expires: November 17, 1981

Elizabeth Darrick

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:

MORTGAGE

THIS MORTGAGE is made this 14th day of October, 19 80, between the Mortgagor, s WILLIAM R. 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 Five Thousand Five Hundred and no/00+++++++++++++++++++++++++++++. Dollars, which indebtedness is evidenced by Borrower's note dated October 14, 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 October 1, 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:

The South 15 feet of Lots 9, 8, 7, and the North 15 feet of Lot 6, Block 1, Town of Marbleton, Sublette County, Wyoming.

477534

Book 12 p 111

RECORDED October 27, 1980 8:00A M
IN BOOK 33 Misc PAGE 322
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy Williams

which has the address of [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.

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 R. TANNER —Borrower

HELEN TANNER —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this October 14, 1980 by
(date)

William R. 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)

MORTGA[redacted] FORM NO. 4[redacted] [redacted] THE N[redacted] HERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

VIRGINIA KATHLEEN BUSTON formerly known as VIRGINIA KATHLEEN PFISTERER and JAMES C. BUSTON, her husband,

mortgagor s , of Sublette County, State of Wyoming , to secure the payment of One Hundred Thousand and No/100 - -($100,000.00) - - - - - - Dollars, due 9/26/90 with interest from 9/26/80 at the rate of sixteen(16%)per cent per annum, payable annually 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:

Lots Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19), Block Two (2), Original Townsite 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.

181852

RECORDED October 27 1980 11:00 A.M.
IN BOOK 33 Mtg PAGE 301
FEES $ 6.00 Lonnie Yoke 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 25th day of September A. D. 19 80 .

In the presence of

Virginia Kathleen Buston
Virginia Kathleen Buston

James C. Buston
James C. Buston

Rel'd Bk 119 pg 193
301

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Virginia Kathleen Baston and James C. Baston,

this 25th day of September, 19 80.

Witness my hand and official seal.

Signature
Notary Public

My Commission Expires:

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, $ ...

MORTGA[redacted]D---FORM NO. 4½ [redacted] THE MIL[redacted] BRIDAN 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 --Forty Five Thousand and no/100---------- Dollars, due ten years with interest from date at the rate of 16 per cent per annum, payable monthly ~~annually~~ evidenced by one (1) promissory note, of even date herewith, 120 monthly payments of $755.31 beginning November 25, 1980

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 One (1), Two (2), Three (3), and Four (4), of Block Forty Five (45) to the Original Town of Marbleton, Sublette County, Wyoming,
AND
Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), and and Twenty-One (21). Block Sixteen (16), Marbleton Townsite, Sublette County, Wyoming.

181869

Filed for Record Oct 28 1980 8:00 AM
33 1179
303
CITY CLERK
WYOMING
by Dorothy M Shurie

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 $45,000.00 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 80.

In the presence of

Robert A Hoefer

Sue Z Hoefer

4-8-86
Release Book 13, Pg. 163

303

Released BK 13 RLS. pg. 530

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert A. Hoefer, Sue Hoefer, this 16th day of October, 19 80

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: Sept 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] MORTGAGE DEED—FORM NO. 4½ [redacted] THE MIL [redacted] ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

David A. Brown and Donna Lee Brown, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

Twenty eight thousand and 00/100 Dollars, due Oct 10, 1990

with interest from date at the rate of 16 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, Wy 83113

the following described real

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

Part of Tract 39, Tyler 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, and described as follows:
Beginning at the Southwest corner of Tract 39 of the Tyler Subdivision; thence from said 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;
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.

181870

Filed October 28 1980 8:00 AM
Book 33 Misc 305
6th Tax Free

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 unsurable 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 laws of said state.

Dated this 10th day of Oct A. D. 19 80

In the presence of

David A. Brown

Donna L. Brown

Rel'd Bk 33 Pg 305
amended Bk 33 pg 493

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by David A. Brown
Donna Lee Brown,
this 10th day of Oct, 19 80.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: Sept 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, $

LOE 307.

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 181302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Jerry L. McMillen and Linda J. McMillen, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty eight thousand and 00/100 Dollars, due Apr 8, 1981 with interest from dte at the rate of 16 per cent per annum, payable semi 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, Wy 83113

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

In Block Four (4),
The West ½ of Lot Two (2) and all of Lot Three (3), C. P. MacGlashan First Addistion to the Town of BiggPiney, Sublette County, Wyoming

181871.

Mtg Bk 4 p 165
Oct 28 1980 8:00 A.M.
307
COUNTY CLERK
LINCOLN COUNTY, WYOMING
by Dorothy M. Clune

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 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 8 day of Oct A. D. 19 80.

In the presence of

J. McMillen

Linda J. McMillen

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Jerry L. McMillen

Linda J. McMillen

this 6th day of Oct, 19 80.

Witness my hand and official seal.

Notary Public
Signature

Title of Officer

My Commission Expires: xxxxxxx 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. $.....

Book 308

MORTGAG[redacted]D--FORM NO. 4[redacted] [redacted] THE HIL[redacted]XHIBAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DAN L. OSWALD and LINDA I. OSWALD, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty Five Thousand and no/100-------- Dollars, due 5/27/81 with interest from date at the rate of 16 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:

Tract #41, Tyler Second Subdivision to the County of Sublette, Wyoming.

filed 3½ in #3 L-2

RECORDED Oct 28 1980 8:00 A.M.
BOOK 33 Misc
Page 36 Mary Yake
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

by Dorothy M. Clewis

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 $35,000.00 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 29th day of September A. D. 19 80.

In the presence of

Linda I. Oswald

309

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Dan L. Oswald, Linda I. Oswald, this 29th day of Sept, 19 80.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: Sept 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] MORTGA[redacted] DEPT.--FORM NO. 4[redacted] [redacted] THE N[redacted] [redacted] WYOMING 83013

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Dan L. Oswald and Linda I. Oswald, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Seven thousand five hundred and 00/100 Dollars, due May 27, 1981 with interest from date at the rate of 16 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, Wy 83113 mortgagee, whose address is

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

Tract # 41, Tyler Second Subdivision to the County of Sublette, Wyoming.

181873

[redacted] [redacted] [redacted] [

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Dan L. Owald, Linda L. Oswald, this 16 day of October, 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 } 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. 4 [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

C Lazy V, Inc.

mortgagor , of County, State of Wyoming, to secure the payment of

One ~~t~~hundred sixty five thousand and no/100---------- Dollars, due Oct. 1, 1981

with interest from Oct. 1, 1980 at the rate of ~~16~~ 15.25 per cent per annum, payable annually

evidenced by one promissory note, of even date herewith,

do hereby mortgage to

First Wyoming Bank, NA-Meeteetse

mortgagee, of Park County, State of Wyoming the following described real

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

Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyomir

Section 5 :SW¼;
Section 6 :SE¼SE¼

RECORDED October 30, 1980 8:10 A. M.
IN BOOK 33 Mtg PAGE 313
FEES $6 Leona Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lund

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 ~~reasonable~~ 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 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 all 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 1st day of Oct. A. D. 1980.

~~In the presence of~~ x

Attest:

Jeanne Small, Secretary

C Lazy V Inc.

Robert Louis Abarr

Robert Louis Abarr, President

Released Bk 35 Pg 186 Mtg Bk 11 Pg 337
313

State of Wyoming
County of Park } ss.

The foregoing instrument was acknowledged before me by Robert Louis Abarr, president of L Lazy V, Inc., and attested to by Jeanne Small, secretary, with corporate seal affixed this 1st day of October, 1980.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: My Commission expires November 19, 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, $ ...

MORTGA[redacted] FORM NO. 4[redacted] [redacted] THE [redacted] CORPAR[redacted] MICHIGAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WALKER A. HUTTON and VIVIAN ELDORA HUTTON, husband and wife,

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of Two Thousand Seven Hundred and No/100 -($2,700.00)- Dollars, due one(1) year from date with interest from date 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

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 Four (4) Block Six (6) Ball Second Addition to the Town of Marbleton 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; and
SUBJECT TO prior mineral reservations of record.

181940

RECORDED October 30 1980 1:30 P M
IN BOOK 33 Mortgage PAGE 315
FEES $ 6.00 Lois Tolbert 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 None 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 18th day of October A. D. 19 80 .

In the presence of

Helen Atwood

Walker A. Hutton
Walker A. Hutton

Vivian Eldora Hutton
Vivian Eldora Hutton

315

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Walker A. Hutton and Vivian Eldora Hutton,

this 18th day of October, 1979.

Witness my hand and official seal.

Helen Atwood
Signature
Notary Public
Title of Officer

My Commission Expires: Oct 1, 1984

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. 4[redacted] [redacted] THE [redacted] CHEYENNE, WYOMING 82001

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BILLY R. COLE, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Five Thousand Seven Hundred and No/100($5,700.00)- -Dollars, due 10/15/85 monthly with interest from 10/15/80 at the rate of twelve(12%) per cent per annum, payable ~~annually~~ included in payments evidenced by one promissory note, of even date herewith, payable in 60 monthly payments of $126.80 which include interest, first payment due 11/15/80

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 Three (3) Block Fourteen (14) Ball Second 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 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.

181942
filed Bk 11 pg 416
RECORDED October 30 1980 1:30 PM
IN BOOK 33 Mortgage PAGE 317
FEES $ 6.00 Lucile Lake COUNTY CLERK
SUBLETTE COUNTY, 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 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 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 24th day of October A. D. 1980.

In the presence of

Billy R. Cole

Rec'd Bk 11 pg 416
317

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Billy R. Cole,

this 24th day of October, 19 80.

Witness my hand and official seal.

Toni Gilchrist
County of
Sublette
My Commission Expires June 10, 1982
Notary Public
State of
Wyoming

My Commission Expires: June 10, 1982

Toni Gilchrist
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, $

MORTGA[redacted]O--FORM NO. 4[redacted] [redacted] THE M[redacted]HERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT CHARLES PRIDDIS and ANNETTE SCHERBEL PRIDDIS, husband and wife,

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of Four Thousand Seven Hundred and No/100 -($4,700.00)-Dollars, due 10/15/84 with interest from 10/15/80 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 48 monthly payments of $123.78, which include interest

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 Three (3) Block Four (4) Ball Second Addition to the Town of Marbleton 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; and
SUBJECT TO prior mineral reservations of record.

181944

RECORDED October 30 19 80 1:30 PM
IN BOOK 33 Mortgage PAGE 319
FEES $ 6.00 Lois D. Blake 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 None 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 29 day of October A. D. 19 80.

In the presence of

Robert Charles Priddis

Robert Charles Priddis

Annette Scherbel Priddis

Annette Scherbel Priddis

319

320

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert Charles Priddis and Annette Scherbel Priddis,

this 29th day of October, 1980.

Witness my hand and official seal.

Rachel A. Scherbel
Signature
Notary Public
Title of Officer

My Commission Expires: 5 December 1981

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, $

MORTGA[redacted] FORM NO. 4½ [redacted] THE M[redacted] SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD RALPH WENZ and GERTRUDE A. WENZ, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Five Thousand Six Hundred and No/100 -($5,600.00)-- Dollars, due 10/15/85 with interest from 10/15/80 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 60 monthly payment of $124.58, which include interest

do hereby mortgage to FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 Three (3) Block Eight (8) Ball Second Addition to the Town of Marbleton 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; and
SUBJECT TO prior mineral reservations of record.

181944

RECORDED October 30 1980 1:30P M
IN BOOK 33 Mortgage PAGE 321
FEES $6.00 Lin J. Clarke 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 None 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 29 day of October A. D. 19 80.

In the presence of,

Toni Hilchrist

Richard Ralph Wenz
Richard Ralph Wenz

Gertrude Wenz
Gertrude A. Wenz

12-2-85 RLSE Book 13, Page 30

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard Ralph Wenz and Gertrude A. Wenz, this 29 day of October, 19 80.

Witness my hand and official seal.

Toni Gilchrist
County of
Sublette
My Commission Expires June 10, 1982
Notary Public
State of
Wyoming

My Commission Expires: June 10, 1982

X Toni Gilchrist
Signature
Notary Public
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, $ ...

MORTGA[redacted]D--FORM NO. 4[redacted]

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RAY PALACIOS and ROBIN J. FRENCH, as joint tenants with full right of survivorship,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Five Thousand Seven Hundred and No/100-($5,700.00)-Dollars, due 10/20/84 with interest from 10/20/80 at the rate of twelve(12%) per cent per annum, payable monthly included in payments evidenced by one promissory note, of even date herewith, payable in 48 monthly payments of $150.11 which include interest,

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 One (1) Block Seven (7) Ball Second 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 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.

181949

RECORDED October 30 1980 1:30 P M
IN BOOK 33 Mortage PAGE 323
FEES $ 6.25 Lisa Lake 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 None 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 23rd day of October A. D. 19 80.

In the presence of

Helen Attwood

Raymond Palacios
Ray Palacios

Robin J. French
Robin J. French

Rlsd Bk 11 pg 633
323

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Ray Palacios and Robin J. French, this 23rd day of October, 19 80.

Witness my hand and official seal.

Helen Atwood
Signature

Notary Public
Title of Officer

My Commission Expires: Oct 1, 1984

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 PHILLIP D. ESSINGTON AND DIANE ESSINGTON, husband and wife herein designated as Mortgagor, of 231 N. Fremont Avenue, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FORTY-FOUR THOUSAND FIVE HUNDRED AND NO/100---------- Dollars ($ 44,500.00), with interest at the rate of THIRTEEN per centum (13.000 %) per annum as evidenced by a promissory note of even date herewith to the order of

RAINIER MORTGAGE COMPANY

a corporation organized and existing under the laws of Washington, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of FOUR HUNDRED NINETY-TWO AND 62/100---------- Dollars ($ 492.62), commending on the first day of DECEMBER, 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 NOVEMBER, 2010, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

Lot 2, Block 10, HENNICK'S SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

161059

RECORDED October 31 19 80 11:15 AM
IN BOOK 33 Mtg PAGE 325
FEES $ 8.00 Lois Glade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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

assigned BK 48 mtg e Pg. 743

325

(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

[redacted] [redacted] [redacted]

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 Diane Essington wife of the said Phillip D. Essington 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 31st day of October, 19 80.

In the presence of—

x Phillip D Essington
PHILLIP D. ESSINGTON

x Diane Essington
DIANE ESSINGTON

THE STATE OF WYOMING
} ss:
COUNTY OF SUBLETTE

On this 31st day of October, 19 80, before me personally appeared Phillip D. Essington and Diane Essington, 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 31st day of October, A.D. 19 80

[SEAL]

My commission expires 7-28-84

x Edwin R. Adams
Notary Public.

EDWIN R. ADAMS - Notary Public
County of Sublette — State of Wyoming
My Commission expires July 28 1984

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

U S GOVERNMENT PRINTING OFFICE : 1980 682-321

MORTGAGE DEED FORM NO. 4[illegible]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BUFORD L. RIDDLE and LENA K. RIDDLE, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eighteen Thousand Eight Hundred and No/100 - ($18,800.00) Dollars, due 10/8/90 with interest from 10/8/80 at the rate of sixteen(16%) per cent per annum, payable quarterly ~~monthly~~ included in payments evidenced by one promissory note, of even date herewith, payable in 40 quarterly payments of $949.85, due the 25th day of each January, April, July, and October thereafter until paid in full 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 described as part of the NW¼SE¼ of Section 23, Township 37 North, Range 113 West of the 6th P. M., Sublette County, Wyoming, and more particularly described as follows: Beginning on the west line of the NW¼SE¼ of said Section 23 at a point located N. 00°56'E., 1747.58 feet from the south quarter-section corner of said Section 23; thence, S. 74°48'E., 839.04 feet; thence N. 15°12'E., 250.11 feet; thence N. 74°48'W., 902.64 feet to the west line of said NW¼SE¼; thence S. 00°56'W., 258.07 feet to the point of beginning; 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.

Rel'd Bk 11 p410

RECORDED Nov. 6 19 80
BOOK 33 MTG PAGE 328
SUBLETTE COUNTY, PINEDALE, WYOMING
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 8th day of October A. D. 19 80.

In the presence of

Buford L. Riddle

Lena K. Riddle

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Buford L. Riddle and Lena K. Riddle, this 6th day of October, 1980.

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, $

326

330 Rlsd 12th Nov 198

REAL ESTATE MORTGAGE — TO SECURE FUTURE ADVANCES — FORM NO. 4½-A

REAL ESTATE MORTGAGE — TO SECURE FUTURE ADVANCES

Nancy Palubiak, a single woman

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Thirty thousand and 00/100 Dollars, due June 1, 1981 with interest from date at the rate of 16 per cent per annum, payable matuirty 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 1st day of June, 1981, and maturing on the 1st day of June, 1981, which said future advances when made are to be evidenced by notes from said mortgagor, 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, A Wyoming Corpoeation 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:

Section One (1)- All of the Southwest one-fourth (SW /4) of Lot One (1)
Located in Townhip 33 North, Range 110 West of the 6th P.M.

182130

RECORDED Book B11 p 208
November 12 1980 3:30 P M
IN BOOK 33 Mtg PAGE 330
FEES $ 6.00 Laura York COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Lewis

The mortgagor 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 3rd day of November A. D., 19 80.

In the presence of

Nancy Palubiak

[redacted] [redacted] [redacted]

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF WYOMING,
County of Sublette } ss.

On this 3rd day of November, 1980, before me personally appeared Nancy Palubiak

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her 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 notarial seal, the day and year in this certificate first above written.

Notary Public

My commission expires on the 1st day of Sept A. D. 1981.

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, $

Mtg. Rlse. Book 13, Page 327

332

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That VERNON D. KREMER and BETTY L. KREMER, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of FIFTY THOUSAND DOLLARS ($50,000), with interest from November 13, 1980, at the rate of FIVE PER CENT (5%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in successive monthly installments of THREE HUNDRED DOLLARS ($300.00) each, the first of said installments to be made on the 10th day of December, 1980, and a similar installment to be made on the 10th day of each and every month thereafter succeeding until the 10th day of December, 1990, on which said date the entire unpaid principal sum together with all accrued interest shall be due and payable, DO HEREBY MORTGAGE to JOHN B. WELBORN and MARY HELEN WELBORN, husband and wife, and to the survivor thereof, mortgagees, whose address is Cora, Wyoming 82925, 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 5 - W/2 NW/4 SW/4 NE/4,
SW/4 SW/4 NE/4,
SE/4 NW/4,
W/2 NW/4 SE/4

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 irrigation ditches and canals, telephone transmission lines, electric transmission lines, and roads and highways, and easements and rights of way therefor of record or in actual use, 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

182155

RECORDED Nov 13 1980 2:55 PM
IN BOOK 33 Mtg PAGE 332
FEES $ 8.00 Lou Ann Hall COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
by Dorothy M Kruse

and to keep the buildings thereon insured in a sum NOT LESS THAN ---------- NONE ---------- DOLLARS ($ -- 0 --) 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 be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

PROVIDED, NEVERTHELESS, THAT upon a sale of the above described lands and real estate the entire unpaid balance of all monies, including interest, secured by this mortgage, shall become immediately due and payable;

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 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 13th day of November, 1980.

Vernon D Kremer
VERNON D. KREMER

Betty L. Kremer
BETTY L. KREMER

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by VERNON D. KREMER and BETTY L. KREMER, husband and wife, this 13th day of November, 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

MORTG[redacted]D—FORM NO. 4½ [redacted] THE [redacted]HERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RITA J. SLATER, a married woman, dealing in her sole and separate property,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Four Thousand Seven Hundred and No/100 -($4,700.00) Dollars, due 10/20/83 with interest from 10/20/80 at the rate of twelve(12%) per cent per annum, payable monthly included in payments evidenced by one promissory note, of even date herewith, payable in 36 monthly payments of $156.12 which include interest

do hereby mortgage to FRANK D. BALL III and MARGARET S. BALL, husband and wife, 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 One (1) Block Four (4) Ball Second 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 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.

182221

RECORDED November 17 1980 2:15 PM
IN BOOK 33 Mortgages PAGE 335
FEES $ 6.00 Lisa Lake 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 None 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 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 31st day of October A. D. 19 80

In the presence of

Helen Attwood

Rita J. Slater
Rita J. Slater

Rel'd Bk 15 Pg 275

335

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Rita J. Slater, dealing in her sole and separate property, ,

this 31st day of October, 1980.

Witness my hand and official seal.

Helen Attwood
Signature

Notary Public
Title of Officer

My Commission Expires: Oct 1, 1984.

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]ED—FORM NO. 4½ [redacted] THE [redacted] SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HENRY PHILLIPS, JR., a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Forty-five Thousand and No/100 - ($45,000.00) - - - Dollars, due 5/2/81 with interest from 11/3/80 at the rate of sixteen (16%) 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:

Lot Sixteen (16), Block Four (4), 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; and
SUBJECT TO prior mineral reservations of record; and
SUBJECT TO Protective Covenants for Redstone First and Second Additions to the Town of Pinedale, filed 3/28/78, in Book 33 of Miscellaneous, page 678, office of the County Clerk.

182237

RECORDED November 17 1980 3:30 PM
IN BOOK 33 Mtg PAGE 337
FEES $6.00 Lena Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stivers

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 3rd day of November A. D. 1980.

In the presence of

Henry Phillips, Jr.

337

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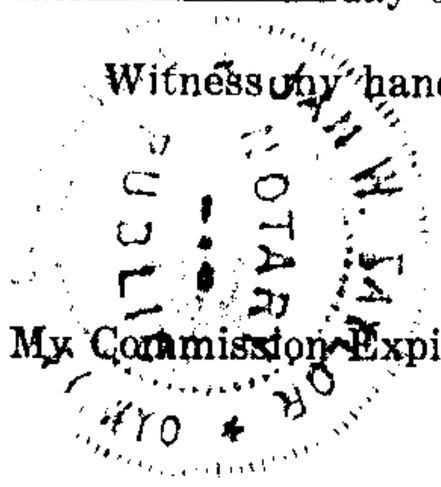
State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Henry Phillips, Jr.

, ,

this 3rd day of November, 19 80.

Witness my hand and official seal.



My Commission Expires: Jan. 5, 1983

Jan W Taylor
Signature
Notary Public
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, $

MORTG[redacted]D—FORM NO. 4½ [redacted] THE M[redacted] SHERIDAN 141302

SECOND MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GREGORY H. RICE and LEANN J. RICE, husband and wife

mortgagor S , of Sublette County, State of Wyoming, to secure the payment of Thirty One Thousand Seven Hundred Sixty-One & 75/100 Dollars, due November 1, 199 with interest from at the rate of 9 (Nine) per cent per annum, payable monthly ~~January~~ evidenced by one promissory note , of even date herewith, payable in 144 payments of $361.47 each which includes interest at 9%, first payment due December 1, 1980, and fifteen day of each month thereafter do hereby mortgage to WALTER L. DORETHY and DORIS A. DORETHY, husband and wife, mortgagee, whose address is Rock Springs, Wyoming

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

Tract Nine (9), Highland View Estates, 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, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

TOGETHER WITH water and water rights, ditch and ditch rights, reservoir and reservoir rights of record or in use;

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

SUBJECT TO and the mortgagor assumes that certain mortgage dated July 1, from Larry Vance and Glenda E. Vance, husband and wife to Transamerica Mortgage Company, securing $65,00.00, recorded July 18, 1977, in Book 29 of Mortgages, page 160, with a present balance of $63,238.25, more or les

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 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 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 17TH day of November A. D. 19 80.

In the presence of [redacted]

Gregory H. Rice
GREGORY H. RICE

LeAnn J. Rice
LEANN J. RICE

RECORDED November 18 19 80 at 1:30 P M
IN BOOK 33 Mtg PAGE 339
FEES $6.00 Larry Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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State of Wyoming
County of Sheridan } ss.

The foregoing instrument was acknowledged before me by Gregory H. Rice, Leann J. Rice, this 17 day of November, 1980.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: My Commission expires February 22, 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, $

Escrow No. [redacted]

[redacted] 2269 [redacted]

YOSEMITE TITLE COMPANY
RECORDING REQUESTED BY

When Recorded Mail To:

DAVID F. HARDY, D.D.S., INC.
PENSION PROFIT SHARING PLAN
#3 SO. FOREST ROAD
SONORA, CA. 95370

12269
RECORDED Nov. 19 1980 1:32 P M
IN BOOK 33 Misc PAGE 341
FEES $6 cc Lauri Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Released
Book 15 Rel Page 595

DEED OF TRUST

This DEED OF TRUST, made this 5th day of NOVEMBER, 19 80, between

DAVID F. HARDY and JUDITH L. HARDY,
husband and wife

herein called TRUSTOR,

whose address is #3 SO. FOREST ROAD, SONORA, CA. 95370
(Number and Street) (City) (State)

YOSEMITE TITLE COMPANY, a California Corporation, herein called TRUSTEE, and

DAVID F. HARDY, D.D.S., INC.,
PENSION PROFIT SHARING PLAN

, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that real property situate in the County of ~~Tuolumne~~ SUBLETTE, State of ~~California~~ WYOMING, described as follows:

Tract No. Eighty-Two of C L Bar Ranches, an addition to Sublette County, Wyoming, which tract is situated in Section 8, T 34 N., R 110 W of the 6th P.M., said County and State. The Plat of said addition was filed and recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, on February 6, 1978 in Book 833 of Miscellaneo Records, at Page 528.

This deed of trust encumbers the equitable interest held by the herein trustors under that certain Contract of Sale dated March 30, 1978 as disclosed in that Notice of Interest recorded May 1, 1978 in Volume 34 of Miscellaneous Records at Page 70, Sublette County Records.

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 $ 10,568.00xx 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.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, in the book at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

Tuolumne	May 31, 1972	Book 357	Page 586
Calaveras	May 23, 1972	Book 338	Page 20

shall inure to and bind the parties hereto, with respect to the property above described, Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part to this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

David F. Hardy
DAVID F. HARDY
Judith L. Hardy
JUDITH L. HARDY

STATE OF CALIFORNIA,
COUNTY OF Tuolumne } S.S.
On November 12, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID F. HARDY and JUDITH L. HARDY

, known to me to be the person s whose name s subscribed to the within instrument and acknowledge that they executed the same.
WITNESS my hand and official seal.

Signature Darla K. Phelps
Darla K. Phelps
Name (Typed or Printed)

OFFICIAL SEAL
DARLA K. PHELPS
NOTARY PUBLIC - CALIFORNIA
TUOLUMNE COUNTY
My comm. expires AUG 14, 1982

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The following is a copy of the provisions of Section A, including Paragraphs 1 through 6 thereof, and of Section B, including Paragraphs 1 through 10, thereof, of that certain fictitious Deed of Trust recorded as set forth on the reverse hereof:

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 the 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.

4. 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.

5. 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 and 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.

B. It is mutually agreed that:

1. 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. 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. 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 all or 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. 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 and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters 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. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance 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 cost and expenses of operation and colleciton, 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. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to statisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, 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 and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any convenant 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, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees 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 seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. 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 holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neutor, and the singular number includes the plural.

8. 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.

9. Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this deed of trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

10. If two or more persons be designated as Trustee herein, any, or all, powers granted herein to Trustee may be exercised by any of such persons, if the other person or persons is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conslusive against Trustor, his heirs and assigns.

DO NOT RECORD

To obtain either a partial Reconveyance or a Subordination Agreement, this Deed of Trust, together with the note secured hereby, must be presented to the Trustee for endorsement, accompanied by either a Request for Partial Reconveyance or a Subordination Agreement, as the case may be, and Trustee's fee.

To obtain a full Reconveyance of this Deed of Trust present to the Trustee this request properly executed, the Deed of Trust, the original note secured by said Deed of Trust and any other evidence of indebtedness secured thereby, together with reconveyance fee.

REQUEST FOR FULL RECONVEYANCE

To **Yosemite Title Company** Trustee.

Dated:

The undersigned is the legal owner and holder of the note in the amount of $ _____ and all other indebtedness secured by the foregoing Deed of Trust, which was recorded in Book _____ Page _____ of _____ Official Records of the _____ County of _____ California,

You are hereby notified that said note and all other sums and indebtedness secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed upon surrender to you of said note, Deed of Trust, and evidence of any other indebtedness secured thereby, for cancellation and retention, and upon payment to you of any sums owing to you under the terms of said Deed of Trust, to reconvey, without warranty, to "the person or persons legally entitled thereto," the estate now held by you thereunder.

Mail reconveyance to this address:

_____

Received reconveyance: _____

_____

Signed _____

Signed _____

_____

DEED OF TRUST

WITH POWER OF SALE

_____

TO

YOSEMITE TITLE COMPANY

AS TRUSTEE FOR

_____

_____

Dated _____, 19 ___

Yosemite Title Company

150 West Stockton Road
Sonora, California 95370
Telephone (209) 532-8174

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 Milford L. Lockwood and Jeannie M. Lockwood

herein designated as Mortgagor, of Big Piney, Wyoming, County of Sublette, State of Wyoming, to secure the payment of the principal sum of THIRTY NINE THOUSAND FIVE HUNDRED AND NO/100 ---------- Dollars ($ 39,500.00 -----), with interest at the rate of Ten and three/eighths ---------- per centum (10.375 ---------%) 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 FIFTY SEVEN AND 68/100 ---------- Dollars ($ 357.68 ---------), commending on the first day of January, 1981, 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 December, 2010, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

THAT PART OF LOT 3(NW¼NE¼) OF SECTION 21, T. 30 N., R. 110 W., 6TH P.M., SUBLETTE COUNTY, WYOMING, described as follows:

Commencing at Station 375+77.6 WHD on the south right-of-way line of State Highway 351, S.30°29'E., 393.60 feet from the north ¼ corner of said Section 21 where found a 2" galvanized steel pipe with brass cap inscribed "T30N R110W ¼ S16/S21 1968"; thence southeasterly 172.20 feet along the arc of a curve to the right with central angle of 03°19'40" and radius of 2964.90 feet to the northeast point of a tract; thence, S.18°01'W., 230.95 feet to THE POINT OF BEGINNING, S.27°02.5'E., 656.49 feet from said north ¼ corner; thence, N.79°41'W., 204.23 feet to a point; thence, S.10°50'W., 210.23 feet to a point; thence, S.14°08'W., 157.74 feet to a point; thence, N.63°15.2'E., 164.78 feet to a point; thence, N.38°07'E., 140.91 feet to a point; thence, N.18°01'E., 144.96 feet to THE POINT 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 (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

Recorded Bk 110 Pg 493

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(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 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 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 Jeannie M. Lockwood wife of the said Milford L. Lockwood 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 Thirteenth day of November, 1980.

In the presence of—

X Milford L. Lockwood
Milford L. Lockwood

X Jeannie M. Lockwood
Jeannie M. Lockwood

THE STATE OF WYOMING

COUNTY OF SWEETWATER ss:

On this 13th day of November, 1980, before me personally appeared Milford L. Lockwood and Jeannie M. Lockwood 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 13th day of November, A.D. 1980.

[SEAL]

My Commission expires August 8, 1983

Donna M. Ngai
Notary Public.

STATE OF WYOMING

COUNTY OF Sublette ss: 182171

This instrument was filed for record at 1:30 o'clock P M., on the 19th day of November, A.D. 1980, and duly recorded in Book 33 Mtg on Page 343.

Lois J. Habel
County Clerk and ex officio Register of Deeds

Fee: $8.00

By Dorothy W. Kline
Deputy

346 Released FR 10 Rel 1/93 2/93

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 Milford L. Lockwood and Jeannie M. Lockwood, Husband and Wife and appears recorded in book 33 of mortgages, beginning on page 343 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

"ALL LANDS DESCRIBED IN SAID MORTGAGE."

132972

RECORDED November 19 1980 1:30 PM
IN BOOK 33 Mtg PAGE 346
FEES $4.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Shire

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 18 day of November, 19 80.

By John E. Gardiner, Vice-President & Cashi
Attest: Katherine Lynch
Title Assistant Vice-President

STATE OF WYOMING
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by John E. Gardiner

this 18 day of November, 19 80

Witness my hand and official seal.

My Commission expires: August 8, 1983

Donna M. Ngai
Notary Public

Title of Officer

NOTARY PUBLIC SWEETWATER COUNTY WYOMING 3/80

MORTGAG[redacted] FORM NO. 4½ [redacted] THE HILL[redacted]RIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT F. BIDON and FRANCES H. BIDON, husband and wife,

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of Fifteen Thousand and No/100 - - ($15,000.00) - - - Dollars, due 5/4/81 with interest from 11/14/80 at the rate of Sixteen(16) per cent per annum, payable at maturity ~~annually~~ evidenced by one promissory note , of even date herewith,

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:

Lot 12 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; and 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, Book 34 of Miscellaneous, page 335.

1223[illegible]

Misc Bk 11 p 370

RECORDED Nov 21 1980 8:00 A.M.
IN BOOK 23 Mtg PAGE 347
FEE $6.00 [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 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 14th day of November A. D. 1980.

In the presence of

Robert F. Bidon

Frances H. Bidon

347

3418

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert F. Bidon and Frances H. Bidon,

this 14th day of November, 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, $ ...

MORTGAG[redacted] FORM NO. 4-A [redacted] THE HILLS COMPANY, [redacted] 29

MORTGAGE

THIS MORTGAGE, made this 20th day of November, 19 80, between Alfred John Acker, Jr., and Audrey Jean Acker, 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,

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

The Mortgagor, for and in consideration of the sum of Twenty-nine Thousand and No/100 - - -

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-nine 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 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.

Alfred John Acker, Jr.

Audrey Jean Acker

INDIVIDUAL ACKNOWLEDGMENT

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

On this *20th* day of *November*, 19*80*, before me personally appeared

Alfred John Acker, Jr., and Audrey Jean Acker, 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: *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:

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MORTGAGE

THIS MORTGAGE is made this 19th day of November, 19 80, 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 Seventy Thousand and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated November 19, 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 December 1, 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:

Lots 1 and 2, Block 24, Marbleton Townsite, Sublette County, Wyoming.

182322

Misc B12 p 113

Recorded: Nov 21 1980 3:30 P M

Book 33 Misc PAGE 352

FEES $ 6.00 Lois J Hoke COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy Hill Deputy

which has the address of ..., Big Piney,
[Street] [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 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

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
WILLIAM ROBERT TANNER —Borrower

Helen Tanner
HELEN TANNER —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this November 19, 1980 (date) by William Robert Tanner and Helen Tanner, husband and wife. (person acknowledging)

My Commission expires: 5-10-82

Valerie L. Roberts
Notary Public

Valerie L. Roberts
County of
Lincoln
Notary Public
State of
Wyoming
My Commission Expires May 10, 1982

(Space Below This Line Reserved For Lender and Recorder)

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PACIFIC POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

(formerly Guaranty Trust Company of New York)

AND

R. E. SPARROW

(successor to Oliver R. Brooks and Wesley L. Baker),

As Trustees under Pacific Power & Light Company's Mortgage and Deed of Trust, Dated as of July 1, 1947

Thirty-fifth Supplemental Indenture

Dated as of October 1, 1980

182328

RECORDED Lincoln Co. 1980 8:04 M
IN BOOK 33 417
PAGE 356
FEES $ 45.00 Laura L. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Kathleen M. Lewis

THIRTY-FIFTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of October, 1980, made and entered into by and between PACIFIC POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Public Service Building, Portland, Oregon 97204 (hereinafter sometimes called the Company), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a New York trust company, whose post office address is 23 Wall Street, New York, N. Y. 10015 (hereinafter sometimes called the Corporate Trustee), and R. E. SPARROW (successor to Oliver R. Brooks and Wesley L. Baker), whose post office address is 496 Dorchester Road, Ridgewood, New Jersey 07450 (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of July 1, 1947 (hereinafter called the Mortgage), executed and delivered by Pacific Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called the Thirty-fifth Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage was or is to be recorded in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Thirty-fifth Supplemental Indenture is to be recorded; and

WHEREAS by the Mortgage the Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired, made or constructed and intended to be subject to the lien thereof; and

WHEREAS the Company executed and delivered to the Trustees its Supplemental Indentures as follows:

	Dated as of		Dated as of
First	April 1, 1950	Eighteenth	October 1, 1965
Second	March 1, 1952	Nineteenth	December 15, 1967
Third	September 1, 1952	Twentieth	May 1, 1969
Fourth	April 1, 1954	Twenty-first	November 1, 1969
Fifth	August 1, 1954	Twenty-second	July 1, 1970
Sixth	October 1, 1955	Twenty-third	February 1, 1971
Seventh	January 1, 1957	Twenty-fourth	October 1, 1971
Eighth	September 1, 1957	Twenty-fifth	October 1, 1972
Ninth	January 1, 1958	Twenty-sixth	January 1, 1974
Tenth	July 1, 1958	Twenty-seventh	October 1, 1974
Eleventh	September 1, 1960	Twenty-eighth	May 1, 1975
Twelfth	June 22, 1961	Twenty-ninth	January 1, 1976
Thirteenth	April 1, 1962	Thirtieth	July 1, 1976
Fourteenth	December 1, 1962	Thirty-first	December 1, 1976
Fifteenth	April 1, 1963	Thirty-second	January 1, 1977
Sixteenth	August 1, 1963	Thirty-third	November 1, 1977
Seventeenth	October 1, 1964	Thirty-fourth	April 1, 1979;

and

WHEREAS the First through Thirty-fourth Supplemental Indentures were or are to be filed for record and were or are to be recorded and indexed as a mortgage of both real and personal property in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Thirty-fifth Supplemental Indenture is to be recorded; and

WHEREAS an instrument, dated as of March 12, 1958, was executed by the Company appointing Wesley L. Baker as Co-Trustee in succession to said Oliver R. Brooks, resigned, under the Mortgage and by Wesley L. Baker accepting the appointment as Co-Trustee under the Mortgage in succession to the said Oliver R. Brooks, which instrument was or is to be

recorded in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Thirty-fifth Supplemental Indenture is to be recorded; and

WHEREAS in the Twenty-first Supplemental Indenture, Wesley L. Baker resigned as Co-Trustee and R. E. Sparrow was appointed successor Co-Trustee; and

WHEREAS in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and

WHEREAS the Company has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, bonds entitled and designated First Mortgage Bonds, of the Series and in the principal amounts as follows:

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
1. First—3¼%	1977	$38,000,000	$ 0
2. Second—3%	1980	9,000,000	0
3. Third—3⅝%	1982	12,500,000	12,500,000
4. Fourth—3¾%	9/1/1982	7,500,000	7,500,000
5. Fifth—3⅜%	1984	8,000,000	8,000,000
6. Sixth—3½%	8/1/1984	30,000,000	30,000,000
7. Seventh—3⅝%	1985	10,000,000	10,000,000
8. Eighth—5⅜%	1987	12,000,000	0
9. Ninth—5¾%	9/1/1987	20,000,000	0
10. Tenth—4¼%	1988	15,000,000	15,000,000
11. Eleventh—4⅜%	7/1/1988	20,000,000	20,000,000
12. Twelfth—5⅛%	1990	20,000,000	20,000,000
13. Thirteenth—4¾%	1992	35,000,000	35,000,000
14. Fourteenth—4½%	12/1/1992	32,000,000	32,000,000
15. Fifteenth—3⅝%	11/1/1974	11,434,000	0
16. Sixteenth—3⅝%	4/1/1978	4,500,000	0
17. Seventeenth—3⅜%	8/1/1979	4,951,000	0
18. Eighteenth—4⅛%	6/1/1981	5,849,000	5,849,000
19. Nineteenth—4⅛%	10/1/1982	6,157,000	6,157,000
20. Twentieth—3¾%	3/1/1984	8,659,000	8,659,000
21. Twenty-first—4⅜%	5/1/1986	14,454,000	14,454,000
22. Twenty-second—4⅝%	1993	30,000,000	30,000,000
23. Twenty-third—4⅝%	1994	30,000,000	30,000,000
24. Twenty-fourth—5%	1995	30,000,000	30,000,000
25. Twenty-fifth—8%	1999	25,000,000	25,000,000
26. Twenty-sixth—8¾%	11/1/1999	20,000,000	20,000,000
27. Twenty-seventh—9⅝%	2000	25,000,000	25,000,000
28. Twenty-eighth—7⅞%	2001	40,000,000	40,000,000
29. Twenty-ninth—8%	10/1/2001	35,000,000	35,000,000
30. Thirtieth—7¾%	2002	30,000,000	30,000,000
31. Thirty-first—8⅜%	2004	60,000,000	60,000,000
32. Thirty-second—9⅞%	1983	70,000,000	70,000,000
33. Thirty-third—10¾%	1990*	60,000,000	60,000,000
34. Thirty-fourth—10%	2006	75,000,000	75,000,000
35. Thirty-fifth—7¾%	7/1/2006	35,000,000	35,000,000
36. Thirty-sixth—8⅝%	12/1/2006	50,000,000	50,000,000
37. Thirty-seventh—6⅜%	1/1/2007	17,000,000	17,000,000
38. Thirty-eighth—8⅞%	11/1/2007	100,000,000	100,000,000
39. Thirty-ninth—10¼%	2009	100,000,000	100,000,000

* Due 1985 upon exercise of option by holder.

WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds, if any, of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such series may also contain such provisions not inconsistent with the provisions of the Mortgage, as supplemented, as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage, as supplemented; and

WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, as supplemented, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may (in lieu of establishment by Resolution as provided in Section 8 of the Mortgage) establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage, as supplemented, shall be situated; and

WHEREAS the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 120 of the Mortgage) to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS the execution and delivery by the Company of this Thirty-fifth Supplemental Indenture, and the terms of the bonds of the Fortieth

Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That Pacific Power & Light Company, in consideration of the premises and of One Dollar ($1) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect, and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the lien of the Mortgage on certain after acquired property, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto R. E. Sparrow and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York, as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Thirty-fourth Supplemental Indenture, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (1) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including the properties described in Article IV hereof, and including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or

other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas, and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wheresoever situated.

And the Company does hereby confirm that the Company will not cause or consent to a partition, either voluntarily or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common, except as permitted by and in conformity with the provisions of the Mortgage and particularly of Article XI thereof.

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforementioned property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of subsection (I) of Section 87 of the Mortgage, all the property, rights and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, and as fully embraced within the lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of the Mortgage, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business; fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the Company's contractual rights or other interest in or with respect to tires not owned by the Company; (4) the last day of the term of any lease or leasehold which may be or become subject to the lien of the Mortgage; (5) electric energy, gas, steam, water, ice, and other materials or products generated, manufactured, stored, produced, purchased or acquired by the Company for sale, distribution or use in the ordinary course of its business; all timber, minerals, mineral rights and royalties and all Natural Gas and Oil Production Property, as defined in Section 4 of the Mortgage; and (6) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent

permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto R. E. Sparrow and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York, as Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as heretofore supplemented, this Thirty-fifth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as heretofore supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustees by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successor or successors in such trust under the Mortgage, as follows:

ARTICLE I.

Fortieth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "14¾% Series due 2010" (herein sometimes referred to as the "Fortieth Series"), each of

which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Fortieth Series shall mature on October 1, 2010 and shall be issued as fully registered bonds in the denomination of One Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of fourteen and three-fourths per centum (14¾%) per annum, payable semi-annually on April 1 and October 1 of each year; and the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Bonds of the Fortieth Series shall be dated as in Section 10 of the Mortgage provided.

Section 10 of the Mortgage (as heretofore amended) is hereby further amended by inserting the following provision at the end thereof:

"Notwithstanding the foregoing, the person in whose name any bond of the 14¾% Series due 2010 (hereinafter called the "Fortieth Series") is registered at the close of business on any record date for the Fortieth Series (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date (except that in case of any redemption of bonds as provided for herein on a date subsequent to the record date for the Fortieth Series and prior to such interest payment date, interest on such redeemed bonds shall be payable only to the date fixed for redemption thereof and only against surrender of such bonds for redemption in accordance with the notice of such redemption) notwithstanding the cancellation of such bond upon any transfer or exchange thereof subsequent to the record date for the Fortieth Series and prior to such interest payment date, except if, and to the extent that, the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding bonds of the Fortieth Series are registered on the day immediately preceding the date of payment of such

defaulted interest. Any bond of the Fortieth Series issued upon any transfer or exchange subsequent to the record date for the Fortieth Series for any interest payment date and prior to such interest payment date shall bear interest from such interest payment date. The term 'record date for the Fortieth Series' as used with respect to any interest payment date shall mean the fifteenth day of the calendar month next preceding such interest payment date."

The Company reserves the right to establish, at any time, by Resolution of the Board of Directors of the Company a form of coupon bond, and of appurtenant coupons, for the Fortieth Series and to provide for exchangeability of such coupon bonds with the bonds of the Fortieth Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(1) Bonds of the Fortieth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, in whole at any time, or in part from time to time, prior to maturity, upon notice as provided in Section 52 of the Mortgage mailed at least thirty (30) days prior to the date fixed for redemption, at the following General Redemption Prices, expressed in percentages of the principal amount of the bonds to be redeemed:

General Redemption Prices

If redeemed during 12 months period ending September 30,

1981	113.95%	1991	109.14%	2001	104.33%
1982	113.47	1992	108.66	2002	103.85
1983	112.99	1993	108.18	2003	103.37
1984	112.51	1994	107.70	2004	102.89
1985	112.03	1995	107.22	2005	102.41
1986	111.55	1996	106.74	2006	101.93
1987	111.07	1997	106.26	2007	101.45
1988	110.59	1998	105.78	2008	100.97
1989	110.11	1999	105.30	2009	100.49
1990	109.63	2000	104.82	2010	100.00

in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Fortieth Series shall be redeemed prior to October 1, 1985, at a General Redemption Price, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Fortieth Series through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (calculated in accordance with acceptable financial practices) of less than 14.976% per annum.

(II) Bonds of the Fortieth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39, Section 64 or Section 87 of the Mortgage or with the Proceeds of Released Property, at the Special Redemption Price equal to the principal amount of the bonds to be redeemed together with accrued interest to the date fixed for redemption.

(III) At the option of the registered owner, any bonds of the Fortieth Series, upon surrender thereof, for cancellation, at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

Bonds of the Fortieth Series shall be transferable, upon the surrender thereof, for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Fortieth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Fortieth Series.

After the execution and delivery of this Thirty-fifth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as supplemented, it is contemplated that there shall be an initial issue of bonds of the Fortieth Series for the aggregate principal amount of Fifty Million Dollars ($50,000,000).

ARTICLE II.

Replacement Fund Covenant—Other Related Provisions of the Mortgage—Dividend Covenant.

SECTION 2. Subsection (I) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by substituting "Thirty-ninth or Fortieth" for "or Thirty-ninth" and by substituting "Thirty-ninth and Fortieth" for "and Thirty-ninth" each time such words appear in said Section 39.

Subsection (III) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by inserting the words "Fortieth Series," before the words "Thirty-ninth Series".

Clauses (d) and (e) of subsection (II) of Section 4 of the Mortgage, as heretofore amended, are hereby further amended by inserting the words "Fortieth Series," before the words "Thirty-ninth Series" each time such words appear therein.

Clause (6) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Fortieth," before "Thirty-ninth".

Clause (e) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Fortieth," before "Thirty-ninth".

Section 29 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Fortieth," before "Thirty-ninth" each time such word appears therein.

ARTICLE III.

Miscellaneous Provisions.

SECTION 3. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Fortieth Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 4. Subject to the amendments provided for in this Thirty-fifth Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Thirty-fifth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 5. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Thirty-fifth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVII of the Mortgage shall apply to and form part of this Thirty-fifth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Thirty-fifth Supplemental Indenture.

SECTION 6. Whenever in this Thirty-fifth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Thirty-fifth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 7. Nothing in this Thirty-fifth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Thirty-fifth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-fifth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 8. This Thirty-fifth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE IV

Specific Description of Property

The following described properties acquired subsequent to February 28, 1979, in the states of Oregon, California, Washington, Wyoming, Montana and Idaho, owned as of July 31, 1980 and used by the Company as sites for its plants, dams, reservoirs, substations, switching stations, office buildings and electric transmission and distribution facilities, or acquired and held for present or future use and development in connection with its electric utility, steam heating, and water supply systems, or for other purposes, as hereinafter indicated, respectively:

C—Electric Substations and Switching Stations

All of the following described real property in the states of Oregon, California, Wyoming, Washington and Idaho, used by the Company in connection with the operation and maintenance of the electric substations and switching stations hereinafter designated respectively:

C-229-Bryan Substation (formerly Casper Substation)

In Natrona County, State of Wyoming:

Land additional to and adjoining the tract described in C-229 Item, described as follows:

C-229 Item 2: A tract of land located in Section 3, Township 33 North, Range 79 West, 6th Principal Meridian, described as follows:

Beginning at the southeast corner of the Ruan Addition to the City of Casper, thence north 89° 08' west 467.07 feet; thence north 01° 10' east 55 feet; thence south 89° 08' east 467.07 feet; thence south 01° 10' west 55 feet, to the point of beginning.

C-383-Glide Substation

In Douglas County, State of Oregon:

C-383 Item: A tract of land in Lot 8, Block 2, "Glide Plat C," described as follows:

Beginning at a 5/8" iron rod on the westerly line of Brown Street from which point the southeast corner of said Lot 8 bears south 8° 14' 01" east 136.77 feet; thence south 86° 10' 15" west 191.96 feet to a 5/8" iron rod; thence north 3° 49' 45" west 96.19 feet to the northerly line of said Lot 8; thence along said northerly line north 65° 34' 14" east 32.08 feet to a 1/2" iron pipe at the northwest corner of that property described in Volume 225, Page 742 in the Deed Records of Douglas County, Oregon; thence along the westerly and southerly lines of said property described in Volume 225, Page 742, respectively, south 12° 30' 39" east 71.68 feet to a 5/8" iron rod and north 65° 34' 14" east 153.95 feet to a 1 1/4" iron pipe in the above said westerly line of Brown Street; thence along said westerly line south 8° 14' 01" east 91.06 feet to the point of beginning and containing 0.306 acres of land, more or less.

C-384-Crooked River Ranch Substation

In JEFFERSON County, State of OREGON:

C-384 Item: A tract of land in Section 24, Township 13 South, Range 12 East, Willamette Meridian, described as follows:

Lot 83, Crooked River Ranch No. 16, as recorded in Cabinet A, Pages 110 through 115, County Records.

C-385-Gordon Hollow Substation

In SHERMAN County, State of OREGON:

C-385 Item: A tract of land in Section 3, Township 1 South, Range 17 East, Willamette Meridian, described as follows:

Beginning at a point on the section line between Sections 3 and 4 in said township and range, said point being south 00° 07' 25" west 1,107.77 feet from the northwest corner of said Section 3; thence north 44° 09' 10" east 130.00 feet; thence south 62° 50' 50" east 53.00 feet; thence south 45° 50' 50" east 83.95 feet; thence running parallel to and 80 feet distance northwesterly from the westerly line of the Bonneville Power Administration DeMoss Substation site, south 44° 09' 10" west 104.33 feet, more or less, to the northerly right of way line of the Gordon Hollow (County) Road; thence along said right of way line northwesterly 141 feet, more or less, to the point of beginning; containing 0.377 acres, more or less.

C-386-Hamburg Substation

In SISKIYOU County, State of CALIFORNIA:

C-386 Item: A tract of land in Section 36, Township 46 North, Range 11 West, Mount Diablo Meridian, described as follows:

Commencing at a GLO brass cap set at the south one-quarter corner of said Section 36; thence south 89° 35' west 722.88 feet (westerly, 725.22 feet, Record) along the south line of said Section 36 to a southwesterly corner of the John W. & Catherine V. Fickes property and the true point of beginning of this description; thence north 26° 24' 37" east 156.22 feet (north 26° 32' east, Record) along a northwesterly line of said Fickes property to the centerline of a 50 ft. wide California Oregon Power Co. Right of Way; thence south 81° 18' 04" east 52.49 feet along said centerline; thence south 26° 24' 37" west, 146.91 feet to the south line of said Section 36; thence south 89° 35' west 56.03 feet to the true point of beginning; containing 0.17 acres, more or less.

C-387-Oden Substation

In BONNER County, State of IDAHO:

C-387 Item: A tract of land in Section 36; Township 58 North, Range 1 West, Boise Meridian, described as follows:

Commencing at the southeast corner of said Section 36, thence north 54° 29' 10" west 1,010.58 feet to a point on the northern right of way line of State Highway 200 which is the true point of beginning; thence north 1° 07' 07" east 244.28 feet; thence south 87° 52' 03" west 348.49 feet; thence south 1° 07' 07" west 250.00 feet to a point on the northern right of way line of Highway 200; thence north 79° 46' 41" East 66.62 feet along said right of way to the beginning of a curve, concave to the southeast, having a radius of 2,803.37 feet; thence northeasterly 282.99 feet along said curve through a central angle of 5° 47' 02" to the true point of beginning (said curve being the northern right of way line of Highway 200); containing 1.9 acres more or less.

C-388-New Wenas Substation

In YAKIMA County, State of WASHINGTON:

C-388 Item: A tract of land in Section 13, Township 14 North, Range 18 East, Willamette Meridian, described as follows:

The south 240.26 feet of the east 200.26 feet of the southwest quarter of the northwest quarter of said Section 13, EXCEPT the south 40 feet for road.

D--Electric Transmission Lines

All the following described transmission lines of the Company in the States of Oregon, California, Washington, Wyoming and Montana, hereinafter enumerated and described as extending from plants or stations hereinabove described or other termini as indicated, to other designated plants, stations, or other termini as indicated below:

D-358 Line: From Hermiston Substation (C-37) to Cold Springs Substation (C-378) in Umatilla County, State of Oregon.

D-359 Line: From New Happy Camp Substation (C-380) to pole 1A/16 on Line 59 in Siskiyou County, State of California.

D-360 Line: From pole 5/36 on Line 59 to Copco 2 to pole 4A/36 on Line 59 in Siskiyou County, State of California and Jackson County, State of Oregon.

D-361 Line: From Wallula Substation (C-317) to pole 5/4 on the Lowden Line in Walla Walla County, State of Washington.

D-362 Line: From Refinery Substation to pole 1A/7 on the Big Muddy Line in Natrona County, State of Wyoming.

D-363 Line: From Bairoil Substation to Great Divide Substation in Sweetwater County, State of Wyoming.

D-364 Line: From Lion Mountain Substation (C-382) to pole 1/3 on the Big Fork-Sommers Line in Flathead County, State of Montana.

G—Water Systems

G-7-Lebanon Water System

Land used in connection with the water supply and water distribution system of the Company in and about the City of Lebanon, Linn County, State of Oregon:

G-7 Item 12: A tract of land in Section 27, Township 12 South, Range 2 West, Willamette Meridian, described as follows:

Beginning at a 5/8 inch iron rod on the easterly right of way line of County Road Number 714, said rod is more particularly described as being 35.06 feet, south 89° 47' 00" east; 1,454.13 feet, north 18° 15' 00" east; and 2.00 feet, north 16° 46' 00" east of the southwest corner of the Samuel Carroll Donation Land Claim No. 64 located in said Section 27; running thence along the easterly right of way line of County Road No. 714, north 16° 46' 00" east 156.46 feet to a 5/8 inch iron rod; thence south 89° 47' 00" east 254.91 feet to a 5/8 inch iron rod thence south 150.00 feet to a 5/8 inch iron rod; thence north 89° 47' 00" west 300.00 feet to the point of beginning.

H—Office Buildings

The following district office of the Company in the State of Oregon, including the following described real property:

H-36-Bend District Office

In Deschutes County, State of Oregon:

H-36 Item: Lots 9 and 10, Block 6, of the Original Townsite of Bend.

J—Miscellaneous Real Estate

All of the following described real property of the Company located in the States of Oregon and Washington, used for warehouse sites, pole yards or other purposes in connection with the construction, operation and maintenance of its utility systems, or held for future use, namely:

J-7-Lands in Multnomah County, State of Oregon:

J-7 Item 14: Three tracts of land located in Section 22, Township 1 North, Range 1 East, Willamette Meridian:

Parcel #1: Lots 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 14, 15, 16 and the east 90 feet of Lot 8, Block 26, Albina Homestead, in the City of Portland.

Parcel #2: The west 30 feet of Lot 8, Block 26, Albina Homestead, in the City of Portland.

Parcel #3: Lots 2 and 3, and the south 100 feet of Lot 4, Clossett, Devers and Labbes' Subdivision of Block "F," Albina Homestead, in the City of Portland.

J-7 Item 15: Lots 9 and 10, Block 26, Albina Homestead, in the City of Portland.

J-18-Lands in KLICKITAT County, State of WASHINGTON:

J-18 Item 21: Lot 4, Block 3, West Roosevelt, according to the plat thereof recorded in Volume 3 of Plats, page 44, County Records.

J-26-Lands in LINN County, State of OREGON:

J-26 Item 33: The northwest quarter of the northwest quarter of Section 9, Township 12 South, Range 1 West, Willamette Meridian.

IN WITNESS WHEREOF, PACIFIC POWER & LIGHT COMPANY has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Senior Vice Presidents or Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. E. SPARROW has hereunto set his hand and affixed his seal, all as of the day and year first above written.

PACIFIC POWER & LIGHT COMPANY,

By _____
Vice President.

Attest: _____
Assistant Secretary.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

By _____
Trust Officer

Attest: _____
Assistant Secretary.

_____
R. E. SPARROW (L.S.)

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this 15th day of October, 1980, before me, HARRY A. GENZALE, JR., a Notary Public in and for the State of New York, personally appeared R. F. LANZ and P. J. SIMPSON, known to me to be a Vice President and an Assistant Secretary, respectively, of Pacific Power & Light Company, a Maine corporation, who did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

HARRY A. GENZALE, JR.
Notary Public, State of New York
No. 43-6488135 Richmond County
Certificate filed in New York County
Term expires March 30, 1982

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this 15th day of October, 1980, before me, WILLIAM A. FEENEY, a Notary Public in and for the State of New York, personally appeared R. AMUNDSEN and THOMAS R. BOWEN, known to me to be a Trust Officer and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York trust company, who did say that the seal affixed to the foregoing instrument is the corporate seal of said company and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

WILLIAM A. FEENEY
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-6251746
Commission expires March 30, 1982.

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this 15th day of October, 1980, before me, WILLIAM A. FEENEY, a Notary Public in and for the State of New York, personally appeared R. E. SPARROW, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed this instrument as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

WILLIAM A. FEENEY
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-6251746
Commission expires March 30, 1982.

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MORTGAGE

THIS MORTGAGE is made this 19th day of November, 19 80, between the Mortgagor, Scott A. Scherbel and Elsa A. Scherbel, husband and wife, (herein "Borrower"), and the Mortgagee, ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of The United States of America, whose address is 505 Main Street, Lander, WY 82520 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Three Thousand and No/100 ---------- Dollars, which indebtedness is evidenced by Borrower's note dated November 19, 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 December 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 3 of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming.

RECORDED November 25 1980 9:45 AM
BOOK 33 Mtg PAGE 380
FEES $ 12.00 Louise Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

which has the address of Piney Drive, Big Piney, WY 83113 (herein "Property Address");
[Street] [City] [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 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

[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.

Scott A. Scherbel
Scott A. Scherbel —Borrower

Elsa A. Scherbel
Elsa A. Scherbel —Borrower

STATE OF WYOMING, Fremont County ss:

The foregoing instrument was acknowledged before me this November 19, 1980 (date) by

Scott A. Scherbel and Elsa A. Scherbel, husband and wife (person acknowledging)

My Commission expires: 4-28-82

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

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RENEGOTIABLE RATE MORTGAGE RIDER

This Renegotiable Rate Mortgage Rider (Rider) is made this 19th day of November, 19 80, and i corporated into and shall be deemed to amend and supplement a Mortgage dated an even date herewith, given by undersigned (Borrower) to secure Borrower's Note and Rider thereto to Rocky Mountain Federal Savings and Loan Assc tion (Lender) and covering the property described in said mortgage and located at

In addition to the covenants and agreements made in said mortgage, Borrowe and Lender further covenant and a as follows:

Any provisions of said mortgage instrument executed in connection with said indebtedness which are inconsis with the provisions of this Rider, including but not limited to, the interest rate, monthly payment, notice to Borrower prepayment, are hereby amended or negated to the extent necessary to conform such instruments to the provisions of Rider.

This Rider provides, in part, for an Initial Loan Term and Renewal Lc an Terms which will be automatically renewe equal intervals until the maturity day of said security instrument. The Initial Loan Term is that period of time from an cluding November 19, 19 80, to and including the day (3) three calendar years hence. The Ir Loan Term may have an Extended Period for up to six (6) months longer at the option of the Lender. The Initial Loan Terr defined above, shall be increased by the length of any such extension. Renewal Loan Terms are those periods of time be ning on the first day next following the end of the immediately preceding loan term and ending thirty (30) cale years later.

The final Renewal Loan Term, which may be shorter than preceding loan terms, shall be that period of time begin on the first day next following the end of the immediately preceding loan term and ending on the maturity day of said s ity instrument.

The loan must be repaid in equal monthly installments of principal and interest during the Initial Loan Term and Renewal Loan Term in an amount at least sufficient to amortize a loan with the same principal and at the same interest over the remaining term of said security instrument.

At least ninety (90) days before the end of the Initial Loan Term and all subsequent Renewal Loan Terms, except fo final Renewal Loan Term, the Lender must send the Borrower a Renewal Notice which states, among other things Renewal Interest Rate for the next Renewal Loan Term, the monthly payment based on that rate, and the beginning dat new payment is due.

The Renewal Interest Rate for a Renewal Loan Term may increase or decrease based on changes in an Index Rate- Monthly National Average Mortgage Rate Index For All Major Lenders. Said index reflects the contract interest rate o purchase of previously occupied homes as computed by the Federal Home Loan Bank Board and presently publi monthly in the *Federal Home Loan Bank Board Journal* as Table S.5.1. However, any Index Rate being used must reflec most recent Index made available by the Federal Home Loan Bank Board whether or not said Index has been offic published in the *Federal Home Loan Bank Board Journal.*

To calculate the Renewal Interest Rate for a Renewal Loan Term, a difference must be found between the Renew dex Rate as determined at the time the Renewal Notice is sent to the Borrower and the Original Index Rate applicable a beginning of the Initial Loan Term. The difference found must be added to (if an increase) or be subtracted from decrease) the original interest rate in effect at the beginning of the Initial Loan Term. The result of the calculation a shall be the Renewal Interest Rate for the next Renewal Loan Term provided that the difference between said calcul and the interst rate for the current loan term does not exceed the maximum interest rate limitations stated below. Sh that difference exceed said maximum interest rate limitations, then the Renewal Interest Rate shall be the interest ra the current loan term plus (if an increase) or minus (if a decrease) the maximum increase or decrease permitted bel

No matter how much said Index Rate increases or decreases, the maximum interest rate increase or decr is 1/2 of one percent (0.5 %) per year multiplied by the number of years in the Renewal Loan Term. At no time ing the term of said security instrument may the maximum interest rate increase or decrease exceed a of five percent (5 %) over or under the original interest rate of the Initial Loan Term.

Interest rate decreases from the previous loan term are mandatory. Interest rate increases from the previous loan are mandatory unless waived in writing by the Lender.

Borrower shall not be charged any costs or fees in connection with any renewal of this loan.

Borrower has the right to prepay the unpaid principal balance of this loan in full or in part without penalty at any after the beginning of the minimum notice period for renewal of the Initial Loan Term.

IN WITNESS WHEREOF, Borrower has executed this Renegotiable Rate Mortgage Rider.

Scott A. Scherbel
Borrower
Scott A. Scherbel

Elsa A. Scherbel
Borrower
Elsa A. Scherbel

State of Wyoming Fremont County ss:

The foregoing instrument was acknowledged before me this 19th day of November, 1980
by Scott A. Scherbel and Elsa A. Scherbel, husband and wife
(person acknowledging)

My Commission expires: 4-28-82

Notary Public

[redacted] [redacted] [redacted]

MORTG[redacted]D—FORM NO. 4½ [redacted] THE H[redacted] SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROGER DAVENPORT and STELLA DAVENPORT, husband and wife,

Box 578, Pinedale, Wyoming 82941

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty-four Thousand and No/100 - - - -($34,000.00) - Dollars, due 11/20/90 with interest from 11/17/80 at the rate of sixteen(16%) 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 $569.55 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 in the $S\frac{1}{2}SE\frac{1}{4}$ of Section 32, Township 34 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming, more particularly described as follows:
Beginning at the southwest corner of said $S\frac{1}{2}SE\frac{1}{4}$ and thence proceeding northerly along the west line of said $S\frac{1}{2}SE\frac{1}{4}$ a distance of 558.00 feet to a point; thence easterly and parallel to the south line of said $S\frac{1}{2}SE\frac{1}{4}$ a distance of 300.00 feet to a point; thence southerly and parallel to the west line of said $S\frac{1}{2}SE\frac{1}{4}$ a distance of 558.00 feet to a point on the south line of said $S\frac{1}{2}SE\frac{1}{4}$; thence westerly along the south line of said S°$SE\frac{1}{4}$ to the point of beginning; Together with all improvements and appurtenances thereunto appertaining.

182343

RECORDED November 26 1980 9:30 A M
IN BOOK 33 Misc. PAGE 385
FEES $ 6.00 Lois Yoks 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 17th day of November A. D. 1980.

In the presence of

/ Roger Davenport
Roger Davenport

/ Stella Davenport
Stella Davenport

Rlsd Bk 11 Pg 420
385

386

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Roger Davenport and Stella Davenport,

this 14th day of November, 1980.

Witness my hand and official seal.

Jan W Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: June 5, 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]—FORM NO. 4½ [redacted] THE HIL[redacted]ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RANDALL MONTGOMERY and JANET MONTGOMERY, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty thousand and No/100 - - ($20,000.00) - - - - Dollars, due 2/19/81 with interest from 11/20/80 at the rate of sixteen(16) 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 Thirteen (13) of the Industrial Site as the same appears on the plat thereof 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.

132314

RECORDED November 26 1980 at 9:30 A M
IN BOOK 33 Mtg PAGE 387
FEES $ 6.00 Lois A 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 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 November A. D. 1980.

In the presence of

Randall Montgomery

Janet Montgomery

RISE Mtg. Book 12, Page 635

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Randall Montgomery and Janet Montgomery, this 20th day of November, 1980.

Witness my hand and official seal.

Jan W. Taylor
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, $

MORTGA[redacted]—FORM NO. 4½ [redacted] THE NI[redacted]ERICAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MICHAEL R. POMPY and KATHRYN E. POMPY, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ---Thirty Thousand and no/100---------- Dollars, due

with interest from date at the rate of 16 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:

That part of the E½SE¼ of Section 25, T31N, R113W, Sublette County, Wyoming described as follows:

BEGINNING at the southeast corner of said Section 25 where found a 2" galvanized steel pipe 30" long (BLM type) with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T31N R113W S25/R112W S30 1970" S36;

thence S88°-45'W, 300.00 feet along the south line of said Section 25; thence North, 1520.00 feet parallel to the east line of said Section 25; thence N88°-45'E, 300.00 feet parallel to the said south line to an intersection with the said east line; thence South, 1520.00 feet along said east line to the CORNER OF BEGINNING:

ENCOMPASSING an area of 10.5 acres, more or less;

SUBJECT to an easement for the Guio-Budd Lane County Road No.23-153 lying and being situate within the foregoing tract.

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 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 20th day of November A. D. 19 80.

In the presence of

Michael R Pompy

Kathryn E. Pompy

RECORDED December 3 1980 8:00 AM
IN BOOK 33 Misc PAGE 389
FEES $6.00 Laura Yates COUNTY CLERK
SUBLETTE COUNTY, WYOMING
Deputy County Clerk

Misc Blk 162

[illegible]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Michael R. Pompy, Kathryn E. Pompy

this 20th day of November, 19 80.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: ~~9-1-80~~ 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, $

MORTGAGE—FORM NO. 4-A [redacted] THE MILLS COMPANY [redacted] 4129

7 2

MORTGAGE

THIS MORTGAGE, made this 1st day of December, 1980, between DONALD M. KENDALL, a married man of Freenwhich, Connecticut ~~County, Wyoming;~~ hereinafter referred to as the "Mortgagor," and HOWARD BALLEW, BLAKE C. VANDEWATER, J.W. BRAZELTON and KARL M. JOHNSON of TETON County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of ONE MILLION SIXTY-FIVE THOUSAND DOLLAR AND NO/100THS ($1,065,000.00 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 35 North, Range 110 West of the 6th P.M.

Section 5 - Lot 2, SW¼ NE¼ (W½NE¼)

Township 36 North, Range 110 West of the 6th P.M.

Section 20 - SW¼ NW¼, W½ SW¼
Section 28 - W½ W½
Section 29 - All
Section 30 - SE¼ NE¼, E½ SE¼
Section 31 - NE¼ NE¼
Section 32 - NW¼ NE¼, S½ NE¼, W½, N½ SE¼, SW¼ SE¼

EXCEPTING those portions of Sections 30, 31 and 32, Township 36 North, Range 110 West, 6th P.M. Wyoming, described in that certain Warranty Deed from Robert G. Lozier and Alice M. Lozier, to the State Highway Commission dated November 7, 1972, recorded March 2, 1973 in Book 16 of Deeds at Page 226.

Including and together with all improvements and appurtenances thereon and thereunto belonging, all water rights appurtenant to the property, all mineral rights owned by Grantors, subject to taxes, reservations, covenants, conditions, restrictions, rights-of-way and easements of sight and record, if any.

[redacted]117

RECORDED December 5 1980 2:30 PM
IN BOOK 33 Mtg PAGE 391
FEES $ 9.22 Lorna J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

11-25-86
Release - Book 13 Page 479

391

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 ONE MILLION SIXTY-FIVE THOUSAND DOLLARS AND NO/100THS

($1,065,000.00 Dollars, together with interest thereon at the rate of NINE per cent (9 %) per annum from December 1, , 19 81 , until paid, according to the conditions of one promissory note , dated December 1, , 19 80, the ultimate maturity date of which is December 1, , 19 85 , which promissory note was executed and delivered by DONALD M. KENDALL, by HENRY C. PHIBBS, II, as Attorney-in-Fact

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 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.

9(a). SIGRID RUEDT VON-COLLENBERG KENDALL joins in the execution of this Mortgage to convey any homestead rights she may have in and to the property under the laws of the State of Wyoming

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.

Henry C. Phibbs II

Donald M. Kendall by Henry C. Phibbs
as Attorney-in-Fact

Henry C. Phibbs II

Sigrid Ruedt von-Collenberg Kendall b
Henry C. Phibbs II, as Attorney-in-Fa

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of TETON } ss.

On this day of December, 19 80, before me personally appeared

HENRY C. PHIBBS, II, as Attorney-in-Fact, on behalf of
DONALD M. KENDALL and SIGRID RUEDT VON-COLLENBERG KENDALL

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 homestead.

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

My commission expires: May 8, 1984

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:

Released BK 13 RLS Pg 658

394

352744-1
BOMAN

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 GORDON A. BOMAN AND WENDY L. BOMAN, husband and wife

herein designated as Mortgagor, of Lot 7, Monte Vista Estates, Cora, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FIFTY THOUSAND FIVE HUNDRED AND NO/100----------Dollars ($ 50,500.00), with interest at the rate of THIRTEEN AND ONE-HALF per centum (13.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

RAINIER MORTGAGE COMPANY

a corporation organized and existing under the laws of Washington, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of FIVE HUNDRED SEVENTY-EIGHT AND 73/100----------Dollars ($ 578.73), commending on the first day of JANUARY, 19 81, 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 DECEMBER, 2010, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

Lot 7, MONTE VISTA ESTATES, SUBLETTE COUNTY, WYOMING

182436

RECORDED December 8th 19 80 4:45 P M
IN BOOK 33 Mtg PAGE 394
FEES $ 8.00 Karen J Yahr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

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 (2c)e) 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 Wendy L. Boman wife of the said Gordon A. Boman 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 first day of December, 19 80

In the presence of—

X Gordon A. Boman
GORDON A. BOMAN

X Wendy L. Boman
WENDY L. BOMAN

THE STATE OF ~~WYOMING~~ FLORIDA
COUNTY OF CITRUS
} ss:

On this 1ST day of DECEMBER, 19 80, before me personally appeared Gordon A. Boman and Wendy L. Boman 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 1ST day of DECEMBER, A.D. 19 80.

[SEAL]

My commission expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES OCT. 16 1981 BONDED THRU GENERAL INS. UNDERWRITERS

Notary Public.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES OCT. 16 1981 BONDED THRU GENERAL INS. UNDERWRITERS

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

U S GOVERNMENT PRINTING OFFICE : 1980-682-321

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE [redacted] COMPANY [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

OWEN L. IRWIN and VIRGINIA J. IRWIN, husband and wife,

mortgagors, of Sublette County, State of Wyoming, to secure the payment of Ten Thousand and NO/100 - - ($10,000.00) - - - - - - - Dollars, due 12/10/90 with interest from 11/25/80 at the rate of Sixteen (16%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 120 consecutive monthly payments of $167.52 beginning January 10, 1981

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:

Tract No. 1: Lot 5 of the Industrial Site, Sublette County, Wyoming.

Tract No. 2: Lots 47, 48, 49, 50, and 51 of the Industrial Site, Sublette County, Wyoming, together with all improvements thereon.

182439

RECORDED December 9 19 80 3:00 P M
IN BOOK 33 Mtg PAGE 397
FEE $6 Lora J Yaker COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

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 25th day of November A. D. 19 80.

In the presence of

Owen L. Irwin

Virginia J. Irwin

Rec'd Bk 12 Pg 534

397

State of Wyoming }
County of Sublette } ss.

by Owen L. Erwin and Virginia A Irwin
The foregoing instrument was acknowledged before me this 25th day of November, 19 80.

Witness my hand and official seal.

Jan W Taylor
Title of Officer
Notary Public

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

Fees, $...

No. ...

303474

MORTGAGE

THIS MORTGAGE is made this 17th day of November 19 80, between the Mortgagor, Ralph J. Smith and Gail Smith (herein "Borrower"), and the Mortgagee, Fossil Butte National Bank, a corporation organized and existing under the laws of the State of Wyoming, whose address is P. O. Box 512, Kemmerer, Wy. 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Five thousand and no/100----- Dollars, which indebtedness is evidenced by Borrower's note dated November 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 November 15, 1985;

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 4, BLOCK 3, BALL FIRST ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING

312158

RECORDED December 10 19 80 3:30 PM
IN BOOK 33 Mtg PAGE 399
FEES $10.00 Lora J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

which has the address of Marbleton, Wyoming,
[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 [redacted] agreement or applicable law. Borrower [redacted] the amount of all mortgage insurance [redacted] ms 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.

Ralph J. Smith .....Borrower

Gail Smith .....Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this Nov. 19, 1980 by
(date)

Ralph J. Smith + Gail Smith
(person acknowledging)

My Commission expires: 9/10/84

Collette Grace
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

[redacted] [redacted] [redacted]

MORTGAGE

THIS MORTGAGE is made this 10th day of December, 1980, between the Mortgagor, Milton W. Schilling and Donna Schilling (herein "Borrower"), and the Mortgagee, Fossil Butte National Bank, a corporation organized and existing under the laws of the State of Wyoming, whose address is P. O. Box 512, Kemmerer, Wy. 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirteen thousand seven hundred and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated December 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 December 10, 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:

TOWNSHIP 31 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 34 : S½SW¼SW¼.

182472

RECORDED December 11th 1980 4:20 P M
IN BOOK 33 Misc PAGE 403
FEES $ 10.00 Lois J Yabe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

which has the address of ..., Big Piney, Wy. 83113...,
[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 [redacted] agreement or applicable law. Borrower [redacted] by the amount of all mortgage insurance [redacted] ms 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.

Milton W. Schilling
—Borrower

Donna S. Schilling
—Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this 10th (date) of December, 1980 by

M. Milton W. Schilling and Donna Schilling
(person acknowledging)

My Commission expires:

Aug. 2, 1981

Sandra K. Watkins
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTG[redacted]ED—FORM NO. 4-A [redacted] INE MILLS CO[redacted] 142484

MORTGAGE

THIS MORTGAGE, made this ____ day of ____, 1980, between William R. Sour and Mary R. Sour, husband and wife, Sublette of ____ County, Wyoming, hereinafter referred to as the "Mortgagor," and Skyline Developers, a partnership consisting of John S. Kauchich an Fred T. Morgando, Jr., Sweetwater of ____ County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of ---------- Thirty-five Thousand and No/100 ----------

($ 35,000.00) 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 Seven (7), Block Six (6) 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.

182479

FILED December 12 1980 8:00 A.M.
BOOK 33 Misc PAGE 407
FEES $8.00 Sara J. Hyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Ellis

Released 15 Rel @ Pg. 509

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-five Thousand and No/100 ----------

($ 35,000.00) Dollars, together with interest thereon at the rate of twelve per cent (12 %) per annum from January 1, , 1981, until paid, according to the conditions of one promissory note, dated January 1, 1981, the ultimate maturity date of which is January 15, , 1991, which promissory note was executed and delivered by

William R. Sour and Mary R. Sour

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 None ($) 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 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.

X William R. Sour
William R. Sour

X Mary T. Sour
Mary T. Sour

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of SUBLETTE } ss.

On this 8th day of DECEMBER, 1980, before me personally appeared

William R. Sour and Mary T. Sour, 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, including the release and waiver of homestead.

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

My commission expires:

Don Togolez
County of
Sublette
Notary Public
State of
Wyoming
My Commission Expires Dec. 18, 1982

Don Togolez
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:

#80351 1MT15 410 Rel Bk 12 pg 200

MORTGAGE

THIS MORTGAGE is made this 20th day of November, 19 80., between the Mortgagor, Truman E. Miley and Flora D. Miley (herein "Borrower"), and the Mortgagee, Fossil Butte National Bank, a corporation organized and existing under the laws of the State of Wyoming, whose address is P. O. Box 512, Kemmerer, Wy. 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighteen thousand and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated November 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 November 20, 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 1 AND THE EAST ½ OF LOT 2, BLOCK 4, C. P. MACGLASHAN'S FIRST ADDITION TO THE TOWN OF BIG PINEY, SUBLETTE COUNTY, WYOMING

182511

RECORDED December 16 1980 9:15A M
IN BOOK 33 Mtg PAGE 410
FEES $10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

which has the address of 401 Quealy Avenue Big Piney, Wyoming 83113,
[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

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.

T E Miley ..... Borrower

Flora D. Miley ..... Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this 11/24/80 (date) by

Truman E. Miley and Flora D. Miley
(person acknowledging)

My Commission expires:
September 10,1984

Collette Haas
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MILL[redacted]ERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOSEPH B. LUNBECK and MADELINE B. LUNBECK, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty-Eight Thousand and No/100 - - ($28,000.00) - Dollars, due 3/20/95 with interest from 3/19/80 at the rate of eighteen 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 $450.92, first said payment due 4/20/80

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 3 and 4, Block 1, Original Townsite of Pinedale, Sublette County, Wyoming

182521

RECORDED December 16th 1980 1:50 P M
IN BOOK 33 Mtg PAGE 414
FEES $ 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 Twenty-Eight 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 19th day of March A. D. 1980.

In the presence of

Joseph B Lunbeck
Joseph B. Lunbeck

Madeline B. Lunbeck
Madeline B. Lunbeck

Rlsd Bk 11 pg. 441

414

4/5

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Joseph B. Lunbeck and Madeline B. Lunbeck, ,

this 19th day of March, 1980.

Witness my hand and official seal.

Jan W. Taylor
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

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

No. Fees, $

182523

RECORDED DECEMBER 16, 1980 2:00 P.M.
IN BOOK 33 Mtg. PAGE 416
FEES 6.00 Lois J. Hicks COUNTY CLERK
SUBLETTE COUNTY CLERK

MORTGAGE DEED WITH RELEASE OF HOMESTEAD by Dorothy M. Ke

KNOW ALL MEN BY THESE PRESENTS:

That DAVID S. BROWN and NAN M. BROWN, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of THIRTY THOUSAND DOLLARS ($30,000.00), with interest from December 1, 1980, at the rate of TEN PER CENT (10%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in 120 equal monthly installments of $396.46 each, beginning on the 1st day of January, 1981, and continuing 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 NICK STADLER, unmarried, 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:

Tracts 6, 7, 8, and 9, of the Tyler Subdivision as the same appear on the plat and map thereof on file and of record in the office of the Sublette County Clerk,

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;

SUBJECT, HOWEVER, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way for roads, telephone lines and electric transmission lines whether of record or in actual use, AND SUBJECT FURTHER TO all outstanding mineral interests,

BUT EXCEPTING AND RESERVING TO SELLER all of Seller's property removed from the Seller's flood site in Pinedale, Wyoming, consisting of lumber, tools, equipment, and materials which are presently stored within the out building situate on the above premises,

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) 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

Rel'd Bk 11 Pg 277

416

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 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 December, 1980.

David S Brown
DAVID S. BROWN

Nan M Brown
NAN M. BROWN

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DAVID S. BROWN and NAN M. BROWN, husband and wife, this 15th day of December, 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

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Charles O. Fuller and Alice F. Fuller, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

Twenty five thousand and 00/100 Dollars, due Dec 1, 1986

with interest from date at the rate of 18 per cent per annum, payable annually

evidenced by a promissory note, of even date herewith,

Annual installments of $7,147.76 due each year on Dec 1, starting in 1981

do hereby mortgage to

State Bank of Big Piney

mortgagee, whose address is Big Piney, Wy 83113

the following described real

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

The East 60 feet of Lot Eight (8), Block two (2), Jones Addition to the Town of Pinedale, Sublette County, Wyoming

182528

RECORDED December 17 1980 8:00 A M
IN BOOK 33 Misc PAGE 418
FEES $6.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurin

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 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 11 day of December A. D. 19 80.

In the presence of

Charles O Fuller

Alice F Fuller

Rlse Book 12 Page 568A
" " 12 668 418

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Charles O. Fuller, Alice F. Fuller, ,

this 11 day of Dec, 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 } 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 MI[redacted] ERIGAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CHARLES G. TAYLOR and ARLETTE TAYLOR, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of $55,030.86 Dollars, due 120 days after

with interest from Dec. 17, 1980 at the rate of 18 per cent per annum, payable annually

evidenced by one promissory note, of even date herewith,

do hereby mortgage to

KUBOTA TRACTOR CORPORATION

mortgagee, whose address is Western Division, 1530 E. Shaw Suite 118,

Fresno, CA 93710

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 N.W. ¼ 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 which lies S.07°57'52"E., a distance of 579.66 feet from the corner common to Sections 27, 28, 34 and 35; thence S.00°02'E., a distance of 1872.31 feet; thence N.49°11'05"E., a distance of 1301.09 feet; thence N.44°59'48"W., a distance of 312.68 feet; thence N.13°17'37"W., a distance of 169.97 feet; thence N.01°02'14"E., a distance of 105.59 feet; thence N.10°33'31"W., a distance of 184.21 feet; thence N.61°07'23"W., a distance of 160.69 feet; thence N.80°49'25"W., a distance of 136.77 feet; thence N.60°19'58"W., a distance of 77.40 feet; thence N.22°36'40"W., a distance of 82.98 feet; thence N.14°26'04"W., a distance of 164.74 feet; thence N.59°42'38"W., a distance of 94.17 feet; thence S.56°32'39"W., a distance of 110.57 feet; thence S.82°09'41"W., a distance of 101.78 feet; thence N.57°10'49"W., a distance of 3.98 feet to the point of beginning;
The above described parcel of land contains 25.00 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 No 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 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 December A. D. 19 80

In the presence of 182563

RECORDED December 18 1980 9:15 A M
IN BOOK 33 Misc PAGE 420
FEES $6.00 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McTee

Charles G. Taylor
CHARLES G. TAYLOR (personally

Arlette Taylor
ARLETTE TAYLOR (personally)

420 Rec'd 12 Mo 17

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Charles H. Taylor, Orlette Taylor,

this 17 day of December, 19 81.

Witness my hand and official seal.

Donna Lu Mason
Signature

Notary Public
Title of Officer

My Commission expires February 14, 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, $

MORT[redacted]D—FORM NO. 4½ [redacted] [redacted] PAN 141-30.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LORNE J. DOTY and CATHERINE M. DOTY, husband and wife,

Box 825 115 South Franklin, Pinedale, WY 82941

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of TWENTY THOUSAND and No/100 - -($20,000.00) - - - - Dollars, due on demand after ten (10) years with interest from date at the rate of nine (9%) per cent per annum, payable at maturity annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to

DIANA C. SMITH

mortgagee, whose address is 824 Ridge Road
Redding, CA 96003

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

The South 23 feet of Lot 4 and the North 10 feet of Lot 5, Block 13, Pines Addition to the Town of Pinedale, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

This is a second mortgage and subject to a first mortgage dated 8/31/78 from mortgagors to Century Federal Savings and Loan Association of Long Island, recorded in Book 30 of Mortgages, page 636, office of the County Clerk, Sublette County, Wyoming, securing the principal sum of $23,500.00, recorded 9/25/78.

182607

RECORDED December 19 1980 3:30 M
IN BOOK 33 Mtg PAGE 422
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 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 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 December A. D. 19 80.

In the presence of

Lorne J. Doty

Catherine M. Doty

Bk 11 page 473 see instrument

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Lorne J. Doty and Catherine M. Doty,

this 19th day of December, 1980.

Witness my hand and official seal.

Donna E. Sievers

Signature

Notary Public

Title of Officer

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

My Commission Expires: 4/22/82

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, $ ...

182613

This Instrument Filed for Record on the 19th day of December, 19 80, at 5:00 o'clock P.M., and Recorded in Book 33 of Mtg Page 424. NO.

Lois J. Hyde Lynch Dorothy M. Klein
County Clerk

MORTGAGE DEED

BERNADETTE M. GOSAR, Mortgagor, of Sublette County, State of Wyoming, to secure payment of FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($53,100.00), due with interest thereon at the rate of TWENTY PERCENT (20%) per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable interest only in annual installments on December 31st of each year during the term thereof, and the principal of the note in the amount of FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($53,100.00) payable in one (1) payment at maturity in accordance with the provisions of that certain promissory note, dated December 18, 1980, hereby mortgages and warrants to Mortagee, G. & E. LIVESTOCK, INC., a Wyoming Corporation, of Sweetwater County, State of Wyoming, the following-described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 31 North, Range 105 West of the 6th P.M.,
County of Sublette, State of Wyoming, to-wit:

Section 5: SE1/4SW1/4;
Section 7: SE1/4NE1/4;
Section 8: NW1/4, N1/2SW1/4, SE1/4NE1/4, NE1/4SE1/4;
Section 9: SW1/4NW1/4.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE EAST FORK RIVER,

The Mortgagor agrees 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, except that during the term of any lease between the Mortgagor and the Mortgagee, the obligation to pay such taxes and assessments may be placed upon the Mortgagee. If the Mortgagor should fail to pay any taxes or assessments, other than taxes and assessments which the Mortgagee may have assumed to pay by the terms of any such lease, then the Mortgagee may pay such taxes and assessments, and all sums so paid by the Mortgagee 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's fees in an amount equal to TEN PERCENT (10%) of the indebtedness remaining unpaid at the time of such sale, the same to be taxes 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, Mortgagor hereby assigns to Mortgagee all rents hereafter payable for the use and occupancy of the premises by any person in possession thereof with Mortgagor's 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 Mortgagor 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 Mortgagor, 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

Release Book 13, Page 386 424

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 Mortgagor.

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

WITNESS my hand this 18th day of December, 1980.

Bernadette M. Gosar
Bernadette M. Gosar

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

The foregoing instrument was acknowledged before me by BERNADETTE M. GOSAR, this 18th day of DECEMBER, 1980.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: July 28, 1984

EDWIN R. ADAMS - Notary Public
County of Sublette State of Wyoming
My Commission expires July 28, 1984

Edwin R. Adams
Notary Public

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE MI[redacted]NDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Eileen P.Whitman, a single woman

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

Thirty three hundred and 00/100 Dollars, due Dec 15, 1983

with interest from date at the rate of 18 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, Wy 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 Seventeen (17), of the MacGlashans First Addition to the town of Big Piney, Sublette County, Wyoming.

182624

RECORDED December 22 1980 8:00 A M
IN BOOK 33 Mtg PAGE 426
FEES $4.00 Lois J. Hale 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 reasonable 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 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 18 day of December A. D. 19 80.

In the presence of

Eileen P. Whitman

Misc Rec Vol 11 Pg 160

426

State of Sublette, Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Eileen P. Whitman,

, ,

this 18 day of December, 19 80.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: 11-184

R. H. ANDERSON
NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 1, 1984

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]

JOHN S. MACKEY
ATTORNEY
P.O. [redacted]
PINEDALE, WYOMING 82941

[redacted]

Hook

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That DON CHRISTMANN, mortgagor, of Sublette County, State of Wyoming, to secure the payment of FOUR HUNDRED THOUSAND DOLLARS ($400,000), due January 10, 1982, with interest from date hereof at the rate of FOURTEEN PER CENT (14%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable $200,000 and accrued interest on December 1, 1981, and $200,000 and accrued interest on January 10, 1982, DOES HEREBY MORTGAGE to HAROLD M. SNOW, JR., and MELITA L. SNOW, husband and wife, and the survivor thereof, 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 33 North, Range 108 West of the Sixth Principal Meridian

Section 2 - S/2 SW/4, SW/4 SE/4
Section 10 - SE/4 NE/4, SE/4 SW/4, N/2 SE/4, SW/4 SE/4
Section 11 - NW/4 NE/4, NW/4, N/2 SW/4

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 electric transmission lines, telephone transmission lines, and public and private roads; 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 ONE HUNDRED FIFTY THOUSAND ------ DOLLARS ($150,000.00) 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,

182646

RECORDED Dec 22 1980 4:30 P.M
IN BOOK 33 Mtg PAGE 428
FEES 6.00 Lena J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McInnis

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 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 December, 1980.

DON CHRISTMANN

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DON CHRISTMANN this 22nd day of December, 1980.

Witness my hand and official seal.

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission Expires November 22 1983

My commission expires: 11/22/83

Faye Hammons
Notary Public

MORTGAGE [redacted] —FORM NO. 4½ [redacted] THE MIL[redacted]ERICAN [illegible] 41302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Wayne J. Spears and Peggy L. Spears, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eighty thousand and 00/100 Dollars, due March 15, 1981 with interest from date at the rate of 18 per cent per annum, payable maturity annually evidenced by a promissory note, of even date herewith,

do hereby mortgage to

mortgagee, whose address is State Bank of Big Piney Big Piney, Wyoming 83113

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

Lot Forty Four (44), Boulder Lake Country Estates, Second Filing, Sublette County, Wyomin

182725

RECORDED December 31 1980 8:00 A M
IN BOOK 33 Mtg PAGE 430
FEES $6.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Milburn

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 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 15 day of December A. D. 19 80.

In the presence of

Wayne J. Spears

Peggy L. Spears

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Wayne J. Spears, Peggy L. Spears, ____,

this 15th day of December, 19 80.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: 11-1-84

R. H. ANDERSON
NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 1, 1984

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] [redacted]

MORTGA[redacted]D—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 41302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CHRIS A MOFFAT and DEBBIE MOFFAT, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Six Thousand Nine Hundred and No/100-(6,900.00) - Dollars, due 11/15/86 with interest from 11/15/80 at the rate of twelve(12%) per cent per annum, payable monthly included in payment evidenced by one promissory note, of even date herewith, payable in 72 monthly payments of $134.90 which include interest, first payment due 12/15/80

do hereby mortgage to

MARQUE ANNE 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 Six (6) Block Seven (7) Ball Second 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.

182728

RECORDED December 31 1980 8:00 A M
IN BOOK 33 Misc PAGE 432
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

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 30 day of November A. D. 19 80.

In the presence of

Alice L. Briggs
Commission exp 12/26/82

Chris A. Moffat
Chris A. Moffat
Debbie Moffat

432

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Chris A. Moffat and Debbie Moffat,

this 30 day of November, 19 80.

Witness my hand and official seal.

Elsie Briggs
Signature

Notary Public
Title of Officer

My Commission Expires: 12/26/82

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]CD—FORM NO. 4[redacted] [redacted] THE [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DUANE R. McCLARY and JO ANN McCLARY, husband and wife,

1402 9th Street, Rock Springs, 82901

mortgagor S, of Sweetwater County, State of Wyoming, to secure the payment of

Eight Thousand and No/100 - -($8,000.00) - - - - - Dollars, due 12/20/85

with interest from 12/16/80 at the rate of sixteen (16%) per cent per annum, payable monthly ~~annually~~
included in payments

evidenced by one promissory note, of even date herewith, payable at the rate of $194.5
per month for 60 months

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 Sweetwater, in the State of Wyoming, to-wit:

A tract of land in Section 30, Township 25 North, Range 105 West, 6th Principal Meridian, Sweetwater County, Wyoming, described as follows:
Beginning at the West Quarter corner of Section 30; thence East along the mid-section line to the center Quarter of Section 30; thence South 0°11'East along the mid-section line of Section 30 a distance of 488.57 feet, more or less, to a point on the centerline of the Sweetwater County Road #12; thence South 71°22'West along said center line a distance of 1662 feet to a point on a curve to the left, having a central angle of 20°15' and a radius of 716.75 feet; thence along the arc of said curve a distance of 253.3 feet to a point of tangency; thence continuing along said centerline South 51°07' West a distance of 1082 feet to a point on the West line of Section 30; thence North 00°07'West along said West line of Section 30 a distance of 1820 feet more or less to the point of beginning;
Together with all improvements and appurtenances thereunto appertaining.

RECORDED June 5 1981 11:00 A.M.
IN BOOK 33 Misc PAGE 434
FEES 6.00 Leslie J. Galt COUNTY CLERK
by Dorothy McClure DEPUTY 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 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 December A. D. 1980.

In the presence of

Duane R. McClary
Duane R. McClary

JoAnn McClary
JoAnn McClary

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Duane R. McClary and JoAnn McClary, this 16th day of December, 19 80.

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, $

MORTGA[redacted]ED—FORM NO. 4½ [redacted] THE [redacted] SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOSEPH A. EDWARDS and PATSY R. EDWARDS, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Ten Thousand Dollars and No/100---($10,000.00)-- Dollars, due 1/5/91, with interest from 12/22/80 at the rate of eighteen (18%) per cent per annum, payable ~~monthly~~ annually evidenced by one promissory note, of even date herewith, payable at the rate of $180.19 per month for 120 months, which includes interest

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P.O. Box 519

Pinedale, WY 82941

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

Lots Nine (9) and Ten (10), Block Two (2), Jones Addition to the Town of Pinedale, Sublette County, Wyoming as the same apprears 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.

1[illegible]751

Rel'd BK 11 Pg 220

RECORDED January 5 1981 11:00 A.M.
IN BOOK 33 Mtg PAGE 436
FEES $6.00 Lou D Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Deere

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 December A. D. 19 80.

In the presence of

Joseph A. Edwards
JOSEPH A. EDWARDS

Patsy R. Edwards
PATSY R. EDWARDS

436

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Joseph A. Edwards and Patsy R. Edwards, this 22nd day of December, 19 80.

Witness my hand and official seal.

Joseph A. Edwards
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, $ ...

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE M[redacted] CAN 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 Forty nine thousand and 00/100 Dollars, due monthly with interest from date at the rate of 16 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 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), Two (2), Three (3) and Four (4), of Block Forty Five (45) to the Original Town of Marbleton, Sublette County, Wyoming.
AND

Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), and Twenty One (21), of Block Sixteen (16), Marbleton, Sublette County, Wyoming.

182856

RECORDED Jan 12 19 81 4:20 PM
IN BOOK 33 Misc PAGE 438
FEES $6.00 Dorothy Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Clark

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 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 6 day of January A. D. 1981.

In the presence of

Robert A. Hoefer
Sue Hoefer

Release Book 13, Pg. 164 438

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert A. Hoefer, Sue Hoefer

this 6 day of January, 1981.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires:

R. H. ANDERSON
NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 1, 1984

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—FORM NO. 4½ THE MILLS COMPANY CAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Russell L. and Dawn J. Imeson, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty one thousand five hundred and 00/100 Dollars, due monthly pyts. with interest from date at the rate of 18 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 Big Piney, Wy 83113

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), Section Three (3), Township Thirty (30) North, Range One hundred eleven (111) West of the 6th P.M. Sublette County, Wyoming

~~[illegible]~~ 57

released 211 p 432

RECORDED Jan 12 1981 11:12 A.M.
IN BOOK 33 Mtg PAGE 440
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

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 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 7 day of January A. D. 19 81.

In the presence of

Russell L. Imeson

Dawn J. Imeson

440

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Russell L. Imeson,
Dawn J. Imeson,
this 7 day of January, 19 81.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires:

R. H. ANDERSON
NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 1, 1984

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] Sublette Coun[redacted]ming

REAL ESTATE RECORDS

MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

SUNEXCO ENERGY, INC.

TO

L.L. CAVALLO

AND

R.B. BAINBRIDGE, JR., as Trustees

AND

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Dated as of December 30, 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."

182911

RECORDED January 19 1981 8:00 A.M.
IN BOOK 33 Mtg PAGE 442
FEES $68.50 Laird Yake COUNTY CLERK
PINEDALE, WYOMING
by Dorothy M Thurie

PLEASE RETURN ONE STAMPED COPY TO THE ILLINOIS CODE COMPANY THANK YOU.

7-11-85
Release Book 42, Page 719

MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated as of December 30, 1980, is from SUNEXCO ENERGY, INC., a Wyoming corporation (herein called the "Mortgagor"), to L.L. CAVALLO and R.B. BAINBRIDGE, JR., of Chicago, Illinois, as Trustees (herein collectively called the "Trustees"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (herein called the "Bank").

I. The Mortgagor and the Bank have entered into a Credit Agreement, dated as of December 30, 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 the Mortgagor an aggregate amount not to exceed $5,000,000 and the Mortgagor, 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 December 30, 1980 in the principal amount of $5,000,000 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. 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 the Mortgagor, or the 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 include any lands, the description of which is incorporated in Exhibit A by reference to another instrument or document, and shall also include 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 Mortgagor, for and in consideration of the premises and of the debts and trusts hereinafter mentioned, has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustees, for the use and benefit of the Bank, all of the Mortgagor's 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 Mortgagor hereby grants to said Trustees a security interest therein; namely:

(a) the lands described in Exhibit A, and 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,

(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 the 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 the 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 Mortgagor herein contained.

The Mortgagor, 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 the Mortgagor under the Loan Agreement;

(b) Any promissory notes evidencing additional loans which the Bank may from time to time make to the Mortgagor, 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 the Mortgagor 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 the 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 Mortgagor

2.1 Payment of the Indebtedness. The Mortgagor will duly and punctually pay the Indebtedness, including each and every obligation owing on account of the Notes.

2.2 Warranties. The Mortgagor warrants 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) the Mortgagor, to the extent of the 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 the Mortgagor's interest in each oil and gas lease or Operating Equipment shall exceed the Mortgagor's net interest in production from such lease to the extent of the Mortgagor's proportionate share of the burden of all royalties, overriding royalties and other such payments out of prcduction, (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) the Mortgagor is not obligated, by virtue of any prepayment under any contract providing for the sale by the 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 Mortgagor 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 Mortgagor will maintain and preserve the lien hereby created so long as any of the Indebtedness remains unpaid.

2.3 Further Assurances. The 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 Mortgagor's right to contest the same, the 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 the Mortgagor is the operator of the Mortgaged Property, the Mortgagor shall, at the Mortgagor's own expense:

(a) Do all things necessary to keep unimpaired the Mortgagor's 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 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 and by appropriate proceedings;

(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 Hydro-

carbons 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 Mortgagor 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 the 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 Mortgagor will promptly and at the Mortgagor's 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 Mortgagor will not sell, convey, mortgage, pledge, or otherwise dispose of or encumber the Mortgaged Property nor any portion thereof, nor any of the Mortgagor's right, title or interest therein without first securing the written consent of the Trustees; and the Mortgagor 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 Mortgagor by withholding payment for any Hydrocarbons actually delivered.

2.8 Records, Statements and Reports. The Mortgagor will keep proper books of record and account in which complete

and correct entries will be made of the Mortgagor's 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 Mortgagor for the Mortgagor's 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 Mortgagor as the Bank may from time to time reasonably request.

2.9 No Governmental Approvals. The Mortgagor warrants 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 Mortgagor 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 Mortgagor 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.

2.11 Corporate Mortgagor. The Mortgagor will continue to be duly qualified to transact business in each state where the conduct of its business requires it to be qualified and will not, without the prior written consent of the Trustees, consolidate with or merge into any other corporation.

ARTICLE III

Assignment of Production

3.1 Assignment. As further security for the payment of the Indebtedness, the Mortgagor hereby transfers, assigns, warrants and conveys to the Bank, effective as of December 30, 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 Mortgagor and entitled in the Mortgagor's 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 Mortgagor.

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 Mortgagor 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 Mortgagor 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 there-

from, 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 Mortgagor agrees 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 Mortgagor 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 Mortgagor 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 the Mortgagor becomes or is declared to be due and payable prior to its expressed maturity by reason of any default by the 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) the 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) the Mortgagor shall be adjudged bankrupt, or any involuntary proceeding shall be instituted against the 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 the 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 the 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 the 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 the 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 Mortgagor 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 Mortgagor 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 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, and the Mortgagor's 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 the Mortgagor, or the Mortgagor's successors or assigns. Nevertheless, the Mortgagor, 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 Mortgagor or the Mortgagor's successors or assigns, as their interests shall appear.

5.7 Mortgagor's Waiver of Appraisement, Marshalling, etc. Rights. The Mortgagor agrees, to the full extent that the Mortgagor may lawfully so agree, that the Mortgagor 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 Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, so far as the Mortgagor or those claiming through or under the Mortgagor now or hereafter lawfully may, hereby waives 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 Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, waives, to the extent that the Mortgagor 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 agrees 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 Mortgagor or the Mortgagor's 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 Mortgagor agrees 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 Mortgagor 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 Mortgagor 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 Mortgagor 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 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 Mortgagor 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 Mortgagor agrees 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. The Mortgagor hereby designates as its 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 Mortgagor and such other debtors). Any such notice of change of address of the Mortgagor or other debtors or of the Bank or of any 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 Mortgagor authorizes and empowers 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 Mortgagor, and the title of such purchaser or purchasers when so made by the Trustees, the Mortgagor binds itself 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 Mortgagor, and the Mortgagor's agents or servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that the Mortgagor shall be at the time entitled, and in his place and stead. The Trustees, or any person, firm or corporation designated by the Trustees, may operate the same without any liability to the Mortgagor 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 Mortgagor 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 Mortgagor.

ARTICLE VI

Miscellaneous

6.1 Pooling and Unitization. The Mortgagor shall have the right, and is 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 Mortgagor, 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 Mortgagor 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 Mortgagor therein were specifically described in Exhibit A. The Mortgagor 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 Mortgagor solely at the Mortgagor's expense. If the Mortgagor 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 Mortgagor's behalf, and the Mortgagor hereby agrees 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 Mortgagor from any default hereunder.

6.4 Defense of Claims. The Mortgagor 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 Mortgagor's, the Trustees' and the Bank's rights affected thereby; and should the Mortgagor fail or refuse to take any such action, the Trustees or the Bank may, upon giving prior written notice thereof to the Mortgagor, take such action in behalf and in the name of the Mortgagor and at the Mortgagor's 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 Mortgagor 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 Mortgagor 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 Mortgagor and at the Mortgagor's cost and expense, deliver to the Mortgagor, 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 Mortgagor. 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 Mortgagor 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 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 Mortgagor, the Mortgagor's 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 Mortgagor hereby grants 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 Mortgagor shall be sufficiently given when mailed by first-class mail, addressed to the Mortgagor at the address shown below the signatures at the end of this instrument or to such different address as the Mortgagor shall have designated by written notice received by the Bank or the Trustees.

IN WITNESS WHEREOF, the Mortgagor has 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.

MORTGAGOR AND DEBTOR

SUNEXCO ENERGY, INC.

By _____
President

[SEAL]

ATTEST:

_____
Secretary

WITNESSES:

_____

_____

The address of the Mortgagor is:

102 Inverness Terrace East
Englewood, Colorado 80112

SECURED PARTIES

L.L. Cavallo, Trustee

R.B. Bainbridge, Jr. 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

WITNESSES:

The address of the Bank is:

231 South LaSalle Street
Chicago, Illinois 60693
Attention: Oil and Gas Division

This Instrument was Prepared By:

Peter M. Gaines, Esq.
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BE IT REMEMBERED that I, Shirley J. Pond a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 9TH day of JANUARY, 1981, there appeared before me severally each of the following persons, each being either a Trustee or else the designated officer of the association set opposite his name, and each such Trustee or association being a party to the foregoing instrument:

L.L. Cavallo and R.B. Bainbridge, Jr., whose addresses are 231 South LaSalle Street, Chicago, Illinois 60693, as Trustees; and

DENNIS L. WINGET, Vice President and KURT WEGLEITNER, 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 officers or Trustees with full authority, executed the same voluntarily for and as the act of said 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 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 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 instrument as Trustees) as the free and voluntary act and deed of the 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 officer of the 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 association by authority of its Board of Directors, and each acknowledged the instrument to be the free act and deed of the 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 officer of the association that executed the within instrument (or a Trustee, as the case may be), and acknowledged to me that such 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 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 officer of the 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 association set opposite his name (or of himself as Trustee, as the case may be).

UTAH — Personally appeared before me each such person who, being by me duly sworn did say that they are the designated officers of the association, or Trustees, as the case may be, and that said instrument was signed on behalf of said association by authority of its Board of Directors, or by such Trustees, as the case may be, and said persons acknowledged that said association, or Trustees, as the case may be, executed the same.

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WYOMING

The foregoing instrument was acknowledged before me by the above individuals or this day.

Shirley J. Lowe
Notary Public

My commission expires:

MY COMMISSION EXPIRES SEPT. 11, 1982

STATE OF COLORADO)
) SS.
COUNTY OF Denver)

BE IT REMEMBERED that I, Elaine H. Styx, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 30th day of December, 1980, there appeared before me severally each of the following persons, each being the designated officer of the corporation set opposite his name, such corporation being a party to the foregoing instrument:

F.H.P. Warner, President and J.R. Smith Secretary, of SUNEXCO ENERGY, INC., a Wyoming corporation, whose address is 102 Inverness Terrace East, Englewood, Colorado 80112.

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 officers with full authority, executed the same voluntarily for and as the act of said corporation.

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 corporation set forth opposite their names above, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, 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 as the free and voluntary act and deed of the corporation set opposite his name 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 officer of the corporation set opposite his name, and

that the instrument was signed on behalf of the corporation by authority of its Board of Directors, and each acknowledged the instrument to be the free act and deed of the corporation set opposite his name.

MONTANA and NORTH DAKOTA — Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

NEBRASKA and NEW MEXICO — The foregoing instrument was acknowledged before me by each such person on behalf of said corporation.

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 officer of the corporation set opposite his name, 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 corporation set opposite his name.

UTAH — Personally appeared before me each such person who, being by me duly sworn did say that they are the designated officers of the corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said persons acknowledged that said corporation executed the same.

WYOMING — The foregoing instrument was acknowledged before me by the above individuals on this day.

Elaine M Adyk
Notary Public

My commission expires: 2-28-83

EXHIBIT A

TO

Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated December 30, 1980, from SUNEXCO ENERGY, INC. to L.L. CAVALLO and R.B. BAINBRIDGE, JR., as Trustees, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

List of Properties

LEASE NO.	LESSOR	WELL NAME & NUMBER	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	SUNEXCO'S WORKING INTEREST	SUNEXCO'S NET REVENUE INTEREST
		Bird Canyon (WY) '79 MYP							
WY-293-1	USA	Federal #10-20 (Prod)	Energetics	20-27N-111W Sublette Co. Wyoming	59	7	100%	2.0390	1.64139
WY-305-1	USA	Federal #30-4 (Prod)	Energetics	4-26N-111W Sublette Co. Wyoming	708	1493	100%	2.0390	1.64139
WY-293-2	USA	Federal #40-20 (Prod) (Development Well)	Energetics	20-27N-111W Sublette Co. Wyoming	NOT	RECORDED	100%	2.0390	1.64139
		West Tioga '79MYP							
ND-280	George T. Hove et. al.	Hove #44-15 (Prod)	Energetics	15-158N-95W Williams Co. North Dakota	241	491	100%	1.9816	1.6713
		Winchester '79YEP							
TX-186-6	Walter T. Kieschnik	Kieschnik #1 (Prod)	Energetics	J. F. Berry Survey A-16 Fayette Co., TX	121	334	100%	2.039	1.57003
TX-186-9	Susan Young Robbins et. vir.	Robbins #1 (Prod)	Energetics	M. Woods League Survey A-115 Fayette Co., TX	121	324	100%	2.039	1.57003
TX-186-2	John T. Wilson et. al.	Wilson #1 (Prod)	Energetics	M. Woods League Survey A-115 Fayette Co., TX	121	345	100%	2.039	1.57003

LEASE NO.	LESSOR	WELL NAME & NUMBER	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	SUNEXCO'S WORKING INTEREST	SUNEXCO'S NET REVENUE INTEREST
		Winchester (cont'd)							
TX-186-15	Alma Pietsch et. al.	Pietsch #1 (Prod)	Energetics	G. W. Whitesides Survey A-69 Fayette Co., TX	121	586	100%	2.039	1.57003
TX-186-12	Melba F. Young	Melba F. Young #1 (Prod)	Energetics	C. Westner Survey Survey A-317 Fayette Co., TX	121	316	100%	2.039	1.57003
		WINCHESTER DEVELOPMENT							
TX-186-17	Mary Lou Hitt et. al.	Hitt-Shepard #1 (Prod)	Energetics	Reuben Fisher Survey A-181 Fayette Co., TX	121	593	100%	1.195	-------
TX-186-10	John L. Shepard et. ux.	J. L. Shepard #1 (Prod)	Energetics	David Berry Survey A-140 Fayette Co., TX	121	308	100%	1.195	-------
TX-186-10	John L. Shepard et. ux.	J. L. Shepard #2 (Prod)	Energetics	David Berry Survey A-140 Fayette Co., TX	121	308	100%	1.195	-------
TX-186-4	Elizabeth Young Schwemer et. vir.	Schwemer #1 (Prod)	Energetics	Thomas Allen Survey A-1 Fayette Co., TX	121	338	100%	1.195	-------
TX-186-05	Walter T. Kieschnik et. ux.	W. T. Kieschnik A-1 (Prod)	Energetics	G. W. Whitesides Survey A-69 Bastrop Co., TX	121	337	100%	1.195	-------
TX-186-11	Arnold Bowles et. ux.	Bowles #1 (WOCT)	Energetics	M. Woods Survey A-115 Fayette Co., TX	121	320	100%	1.195	-------

LEASE NO.	LESSOR	WELL NAME & NUMBER	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	SUNEXCO'S WORKING INTEREST	SUNEXCO'S NET REVENUE INTEREST
		WINCHESTER II (?)							
TX-367-6	C. B. Kulhanek	Kulhanek #1	Energetics	Christian Wertzner League Survey A-317	131	962	100%	2.03895	-----
		CATHEDRAL							
CO-429-1	----	G-14-3-101-S (WOCT)	Energetics	Section 14, 3S-101W Rio Blanco Co. Colorado	---	---	56.25%	7.587	-----
CO-429-2	----	P-35-3-101-S (WOCT)	Energetics	Section 35, 3S-101W Rio Blanco Co. Colorado	---	---	37.5%	7.587	-----
		SALINAS (TX)							
TX-442-1	Henry Christian et. ux.	H. E. Christian #A-2 (Completed)	Energetics	Four League Grant Abstract #59 Gonzales Co., TX	470	218	100%	8.097	-----
		GONZALES, (TX)							
TX-351-2	Henry Christian et. ux.	H. E. Christian #1 (Completed)	Energetics	Four League Grant-Town of Gonzales Gonzales Co., TX	470	212	100%	8.097	-----
		BIRCH (UT)							
UT-369-1	U.S.A.	Holmes-Federal 34-13 (WOCT)	Energetics	13-14S-22E San Juan Co., UT	Not Recorded		50%	5.309% BCP	-----

[redacted]EASE NO.	LESSOR	WELL NAME & NUMBER	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	SUNEXCO'S WORKING INTEREST	SUNEXCO'S NET REVENUE INTEREST
		Nebraska '78 Development							
NB-256-169	Wayne L. Campbell et. ux.	Campbell 11-29 (Prod)	Energetics	29-15N-46W Cheyenne Co., Nebraska	183	570	100%	.3059	-----
NB-273-178	James P. Jacobs et. ux.	Jacobs 11-33 (Prod)	Energetics	33-15N-46W Cheyenne Co.	9	393	100%	.3059	-----
NB-277-285	Carroll H. Reese et. ux.	Reese 24-12 (Prod)	Energetics	12-14N-44W Deuel Co.	43	361	100%	.3059	-----
[redacted]-277-285	Carroll H. Reese et. ux.	Reese 22-13 (Prod)	Energetics	13-14N-44W Deuel Co.	43	361	100%	.3059	-----
NB-276-157	Ramey C. Whitney et. ux.	Whitney 23-34 (Prod)	Energetics	34-15N-45W Garden Co.	9	367	100%	.3059	-----
NB-276-145	Ramey C. Whitney Inc.	Whitney 41-33 (Prod)	Energetics	30-15N-45W Garden Co.	9	363	100%	.3059	-----

[redacted]

LEASE NO.	LESSOR	WELL NAME & NUMBER	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	SUNEXCO'S WORKING INTEREST	SUNEXCO'S NET REVENUE INTEREST
		Nebraska '79 MYP							
NB-256-243	Raymond J. Radke et. ux.	Radke 22-17 (WOCT)	Energetics	17-14N-42W Deuel Co. Nebraska	35	159	100%	2.0390	-----
NB-256-388	V. & F. Farms Co.	V. & F. Farms 13-15 (WOCT)	Energetics	15-14N-43W Deuel Co. Nebraska	41	160	100%	2.0390	-----
NB-256-586	Marie M. & R. L. Smith	Smith 22-9 (WOCT)	Energetics	9-15N-43W Garden Co. Nebraska	7	468	100%	2.0390	-----
NB-256-173	Dick D. Kastens	Kastens 23-26 (WOCT)	Energetics	26-14N-46W Deuel Co. Nebraska	9	351	100%	2.0390	-----
NB-256-367	Katherine P. Krause	Krause 13-33 (WOCT)	Energetics	33-14N-45W Deuel Co. Nebraska	36	384	100%	2.0390	----
NB-256-502	Leo E. Porter et. ux.	Porter 44-20 (WOCT)	Energetics	20-14N-44W Deuel Co. Nebraska	8	177	100%	.3059	----

[redacted]EASE NO.	LESSOR	WELL NAME & NUMBER	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	SUNEXCO'S WORKING INTEREST	SUNEXCO'S NET REVENUE INTEREST
		Nebraska 1979YEP							
NB-318-1	Harold William Hyde et. ux.	Hyde 21-5 (WOCT)	Energetics	5-16N-47W Cheyenne Co. Nebraska	193	80	100%	2.039	-----
NB-317-1	Hilda Johanna Rabe	Rabe 11-33 (WOCT)	Energetics	13-16N-48W Cheyenne Co. Nebraska	182	579	100%	2.039	-----
NB-316-1	John E. Jurgens et. ux.	Jurgens 24-33 (WOCT)	Energetics	33-16N-48W Cheyenne Co., Nebraska	183	12	100%	2.039	-----
[redacted]-319-1	Annette B. Jurgens Mitze et. al.	J-Con 24-3 (WOCT)	Energetics	3-15N-48W Cheyenne Co. Nebraska	193	378	100%	2.039	-----

475

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DAVID LEE SMITH and TERRY LaGENE SMITH, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twelve Thousand and No/100 - - -($12,000.00) - - - Dollars, due 1/15/86 with interest from 2/15/81 at the rate of twelve(12%) per cent per annum, payable monthly included in payment evidenced by one promissory note, of even date herewith, payable in60 monthly payments of $266.94 which include interest

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 One (1) Block Eleven (11) Ball Second Addition to the Town of Marbleton 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; and
SUBJECT TO prior mineral reservations of record.

182123

RECORDED January 20 1981 8:00 A M
IN BOOK 33 Mortgage PAGE 475
FEES $ 6.00 Lois Blake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Released #31 pg 154

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 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 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 16th day of January A. D. 1981.

In the presence of

Helen Atwood

Carlos Lee Smith
David Lee Smith

Terry LaGene Smith
Terry LaGene Smith

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by David Lee Smith and Terry LaGene Smith, this 16th day of January, 1981.

Witness my hand and official seal.

Helen Attwood
Signature
Notary Public
Title of Officer

My Commission Expires: Oct 1, 1984

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, $

1176

1177 Misc Bk 12 Pg 478

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 Sixteen Thousand and No/100 - -($16,000.00) - - - - Dollars, due 1/20/91 with interest from 1/8/81 at the rate of eighteen (18%) per cent per annum, payable monthly evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $288.30 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 Seven (7), Eight (8), Nine (9) and Ten (10), Block Two (2) of the Cooley Second Addition to the Town of Pinedale, 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.

182941

RECORDED January 21 1981 2:00 PM
IN BOOK 33 Mtg PAGE 477
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

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 day of January A. D. 19 81.

In the presence of

Jeannette S. Moore.
Jeannette S. Moore

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Jeannette S. Moore ,

, ,

this day of January , 19 81.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: January 5, 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, $

1179 Released BK. 14 Rel. @ Pg. 408

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-seven Thousand Seven Hundred and No/100 Dollars, due 2/8/96 with interest from 1/8/81 at the rate of sixteen (16%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 180 monthly payments of $406.84 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, Township 34 North, Range 109 West 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.

TOGETHER WITH all appertenances thereunto appertaining.

182942

RECORDED January 21 1981 2:00 PM
IN BOOK 33 MTG PAGE 479
FEES $6.00 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurin

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 day of January A. D. 19 81.

In the presence of

Frederick D. Shriver
FREDERICK D. SHRIVER

PAMELA G. SHRIVER
Pamela G. Shriver

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Frederick D. Shriver and Pamela G. Shriver, this 19th day of January, 19 81.

Witness my hand and official seal.

Jan W Taylor
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, $...

458

1/81 Rel of Bk 11 pg 565

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CHARLES NEELY and LUCINDA NEELY, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eighteen Thousand Five Hundred - -($18,500.00) - - Dollars, due 1/20/91 with interest from 1/12/81 at the rate of sixteen(16%) 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 $309.91 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 Nine (9) Rendezvous Subdivision, 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; and
SUBJECT TO special building restrictions on Rendezvous Subdivision.

122013

RECORDED January 21 1981 2:02 PM
IN BOOK 33 Misc PAGE 481
FEES $6.00 Lois J Yahn 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 12th day of January A. D. 19 81.

In the presence of

/ Charles M Neely
Charles Neely

/ Lucinda Neely
Lucinda Neely

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Charles Neely and Lucinda Neely, this 12th day of January, 1981.

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 } 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, $

458

4153

Released
Book 15, Page 593

1 MORTGAGE DEED—FORM NO. 4½ THE [illegible] COMPANY, SHERIDAN 141 302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Fredrick G. Petersen and Susan J. Petersen, husband and wife, Fredrick G. Petersen, General Partner, and Fredrick G. Petersen through James P. Petersen as his attorney in fact.

mortgagor, S., of Sublette County, State of Wyoming, to secure the payment of THE SUM OF [illegible] Dollars, due January 21, 1982

with interest from January 21, 1981 at the rate of Twenty (20%) per cent per annum, payable annually

evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to

Thomas V. Delgado

mortgagee, whose address is P.O. Box 66, Pinedale, Wyoming 82941

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

Lots numbered Thirty-two (32) and Thirty-three (33) of Boulder Lake Country Estates, First Filing, Being part of homestead entry No. 159, located sections 3 and 10, township 39 North, Range 107 West, Sublette County, Wyoming.

182962

RECORDED January 23rd 1981 11:25 A M
IN BOOK 33 Mtg PAGE 483
FEES $ 10 Ken Wyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lucero

The mortgagors agree to obtain and pay the cost of title insurance said premises.

The mortgagorS agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and [illegible] Dollars during the life of this mortgage, [illegible], and in case the mortgagor shall fail to pay such taxes and assessments [illegible] as aforesaid, the mortgagee may [illegible] such 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 My 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 January A. D. 1981.

In the presence of

X [illegible]
X [illegible]
X [illegible]
by Fredrick G. Peterson W.F.O.A.

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Fredrick G. Petersen, Susan J. Petersen, this 21st day of January, 1981.

Witness my hand and official seal.

Francisca M. DeGrade
Signature
Notary Public
Title of Officer

My Commission Expires: June 21, 1984

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

By Deputy Clerk

County Clerk and Ex-Officio Register of Deeds.

No. Fees, $

1184

RISE Book 13, Pg. 49

485

2-31-85

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, RIVERTON 141 302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROY W. CRAMER, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Six Thousand Two Hundred and No/100 ($6,200.00) - - Dollars, due 12/15/85 with interest from 12/15/80 at the rate of twelve (12%) per cent per annum, payable monthly included in payment evidenced by one promissory note, of even date herewith, payable in 60 monthly payments of $137.92 which include interest, first payment due 1/15/81

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 One (1) Block Twelve (12) Ball Second Addition to the Town of Marbleton 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; and
SUBJECT TO prior mineral reservations of record.

RECORDED January 27 1981 8:00 A M
IN BOOK 33 Mortgage PAGE 485
FEES $ 6.00 Paid
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 None 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 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 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 December A. D. 19 80.

In the presence of

Roy W. Cramer

[redacted] [redacted] [redacted]

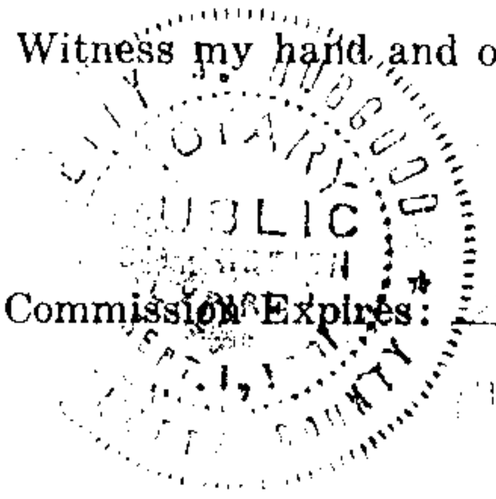
State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Roy W. Cramer ,

_____ , _____ ,

this 31st day of December , 19 80 .

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, $ _____

RISE mtg Book 13, Pg 50

487

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT S. CRAMER, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Six Thousand Two Hundred and No/100 -($6,200.00) - Dollars, due 12/15/85 with interest from 12/15/80 at the rate of twelve(12%) per cent per annum, payable monthly included in payments evidenced by one promissory note, of even date herewith, payable in 60 monthly payment of $137.92 which include interest, first payment due 1/15/81

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 Two (2) Block Eleven (11) Ball Second Addition to the Town of Marbleton 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; and
SUBJECT TO prior mineral reservations of record.

18297

RECORDED January 27 19 81 8:00 A M
IN BOOK 33 Mortgage PAGE 487
FEES $ 6.00 Lois Ryder 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 None 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 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.

X Dated this 31st day of December A. D. 19 80.

In the presence of

Kelly Jones

Robert S Cramer
Robert S. Cramer

[redacted] [redacted] [redacted]

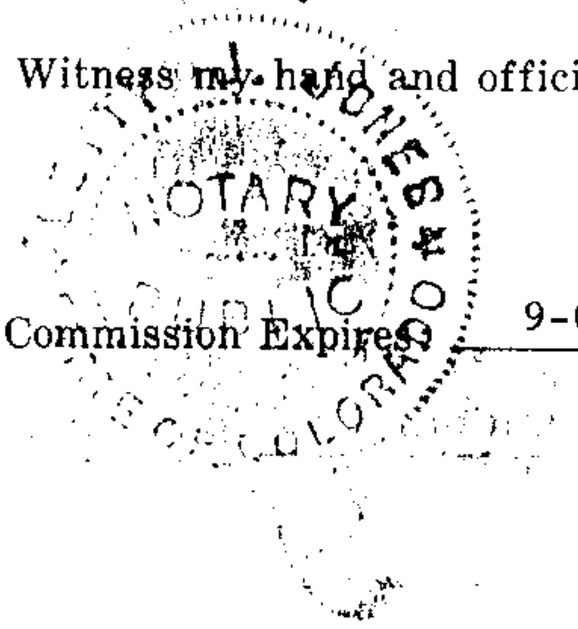
State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert S. Carmer,

,

X this 31st day of December, 1980.

Witness my hand and official seal.



My Commission Expires 9-01-84

X 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, $

489 Released Bk. 14 Rel. @ Pg 435

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-17-79)

CORRECTIVE
REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by KAREN S. HEITZMAN, a single woman,

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 1074, 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*
10/21/80	$24,000.00	11.5%	10/21/2013

(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 Five (5) Block Four (4) Hennick SECOND Addition to the Town of Pinedale, Wyoming, as the same appears of record in the office of the Count 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.

RECORDED Jan 27 1981 3:20 PM
IN BOOK 33 Mtg PAGE 489
FEES 10.00 Lou Nyle COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Kluver

132186

FmHA 427-1 WY (Rev. 10-17-79)

[redacted] [redacted] [redacted]

This mortgage is subject to a prior mortgage from Jacob W. Strauss in favor of the United States of America, acting through The Farmers Home Administration, USDA, dated July 15, 1975, and recorded July 15, 1975 in Book 27 of Mortgages, page 41, given to secure $11,500.00 with a present balance of principal of $10,994.93, said mortgage having been assumed by "Borrower" herein.

This Corrective Mortgage is being recorded solely to correct that certain Mortgage recorded 21 October, 1980 in Book 33 of Mortgages, page 284, wherein real property was described as being in Hennick Addition, and which should have been Hennick Second Addition.

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 the 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.

[redacted] his instrument shall be subject to the p[redacted]ulations of the Farmers Home Administ[redacted] 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 21st day of October, 19 80.

Karen L. Heitzman
Karen S. Heitzman

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Karen S. Heitzman

_____, _____,

_____, this 26th day of January, 19 81.

Witness my hand and official seal.

Donna E. Stevens
Notary Public

(SEAL) Donna E. Stevens - Notary Public
County of Sublette
My commission expires April 22, 1982

My commission expires: 4/22/82

"This Mortgage is being recorded solely to correct the legal description in that certain mortgage recorded 10/28/80 in book 33 of mortgages page 305."

MORTGAGE DEED—FORM NO. 4½

493

THE MILLS COMPANY, SHERIDAN 141302

Rel'd Bk 43 pg 331

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

David A. Brown and Donna Lee Brown, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty eight thousand and no/100---------- Dollars, due 10/10/90 with interest from date at the rate of 16 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 estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Part of Tract 39, Tyler 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, EXCEPT the following tract of land.

Beginning at the Southwest corner of Tract 39 of the Tyler Subdivision; thence from said 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;
Together with all improvements and appurtenances thereunto appertaining.

182995

RECORDED January 25 A.D. 81 10:00 A.M.
IN BOOK 33 Mtg PAGE 493
OF Lincoln & Yake COUNTY CLERK
AND EX-OFFICIO REGISTER OF DEEDS, 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 unsurable 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 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 80.

In the presence of

David A. Brown

Donna Lee Brown

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by David A. Dixon, Donna L. Dixon, ,

this 22 day of January, 19 81.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: My Commission expires February 22, 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, $

495

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FREDERICK G. PETERSEN and SUSAN J. PETERSEN, husband and wife,

mortgagorS , of Sublette County, State of Wyoming , to secure the payment of Seventy Thousand and NO/100- - ($70,000.00) - - - - Dollars, due 1/26/82 with interest from 1/26/81 at the rate of Eighteen (18%) 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:

Lot Twenty-Six (26), Boulder Lake Country Estates, First Filing,
Sublette County, Wyoming

183066

RECORDED January 26th 19 81 3:40 P M
IN BOOK 33 Misc PAGE 495
FEES $ 6.00 Larry Wake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 26th day of January A. D. 19 81 .

In the presence of

Frederick G. Petersen
Frederick G. Petersen

Susan J. Petersen
Susan J. Petersen

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Frederick G. Petersen and Susan J. Petersen, this 26th day of January, 1981.

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 } 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, $

497

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD RAY WENZ and GEORGIA M. WENZ, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Five Thousand Seven Hundred and No/100($5,700.00) - Dollars, due 6/30/81 with interest from date at the rate of fourteen(14%) per cent per annum, payable payments evidenced by two promissory notes, of even date herewith, payable in two payments first due 1/31/81 in the sum of $2,000.00 plus interest and second due 6/30/81 in the sum of $3,700.00 plus interest do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 Two(2) Block Thirteen (13) Ball Second 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 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.

183096

RECORDED February 2nd 1981 12:20 P M
IN BOOK 33 Misc PAGE 497
FEES $ 4.00 Lois 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 None 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 27th day of January A. D. 19 81.

In the presence of

Richard Ray Wenz

Georgia M. Wenz

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard Ray Wenz and Georgia M. Wenz, ,

this 27th day of January, 1981.

Witness my hand and official seal.

Toni Gilchrist
Signature
Notary Public
Title of Officer

My Commission Expires: June 10, 1982

Toni Gilchrist Notary Public
County of State of
Sublette Wyoming
My Commission Expires June 10, 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 and duly recorded in Book on Page.

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

499 Misc Bk 11 pg 582

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 Twenty-five Thousand and No/100 - ($25,000.00) - - Dollars, due on demand with interest from 1/30/81 at the rate of eighteen (18%) 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) Hines 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 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.

183121

RECORDED February 4th 1981 11:00 A M
IN BOOK 33 Misc PAGE 499
FEES $ 6.00 Lois Clyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Deere

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 30th day of January A. D. 19 81.

In the presence of

Robert E. Draper

Lawanna V. Draper

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert E. Draper and Lawanna V. Draper,

this 15th day of January, 1981.

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, $

501

RECORDED Jan 2 19 81 8:00 AM
IN BOOK 33 Misc PAGE 501
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

183123

MORTGAGE

This mortgage, made this 27th day of January, 1981, between Richard L. Bower and Rosemary Joy Bower of the County of Sublette State of Wyoming, Mortgagors, and Mason & Refior, P.C., a Wyoming Corporation, with its office located in the County of Sublette State of Wyoming, Mortgagee:

WITNESSETH, that the Mortgagors to secure the payment of a sum of Ten Thousand Dollars ($10,000.00) due upon demand with a rate of interest of Twelve Per Cent (12%) per annum, all as clearly stated in the Note executed by the Mortgagors and payable to the Mortgagees, do hereby mortgage the following described real estate situated in Sublette County, State of Wyoming, to-wit:

Lot Eight (8) Cross Lazy Two Subdivision as the same appears of record on the plat thereof filed for 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;
SUBJECT TO easements and rights of way of record or in use; and
SUBJECT TO Amended Restrictive Covenants for Governing Cross Lazy Two Subdivision dated November 20, 1975, filed for record November 20, 1975, in Book 31 of Miscellaneous at page 130 in the Office of the County Clerk for Sublette County.

The Mortgagors agree to pay all taxes and assessments on said premises and to keep any buildings thereon insured in a sum not less than Ten Thousand Dollars ($10,000.00) during the life of this mortgage; and in case Mortgagors do not, the Mortgagee may insure said building or buildings and pay said taxes and all amounts so paid shall be added to and considered as part of the above indebted ness hereby secured. In case of default of payment of either interest or principal, then the whole indebtedness herein secured shall become due and payable, and the Mortgagee may proceed, pursuant to law, to foreclose on said property and in case of foreclosure, the Mortgagors hereby agree to pay all costs of the same, including reasonable attorney's fees.

Dated this 27th day of January, 1981.

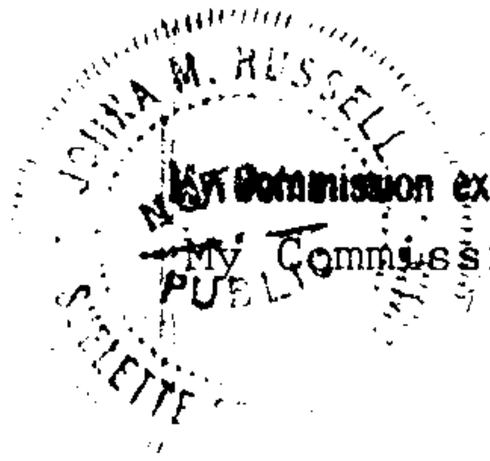
Richard L. Bower

Rosemary Joy Bower

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Richard L. Bower and Rosemary Joy Bower this 27th day of January, 1981.

Witness my hand and official seal.



My Commission expires March 22, 1983
My Commission Expires:

Notary Public

Rlsed Book 16 pg 62
9/2/92

503

MORTGAGE

EXECUTED the 1st day of January, 1981, by HOBACK RANCHES, a Wyoming corporation of Afton, Wyoming, hereinafter called the MORTGAGOR, to VIRGINIA B. SMART, a widow, of 10909 Baronet Road, Owing Mills, Maryland 21117, hereinafter called the MORTGAGEE: (Whenever used herein, the term "MORTGAGOR" and "MORTGAGE include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations; and the term "NOTE" includes all the notes herein described if more than one.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, hereinafter described, the MORTGAGOR hereby mortgages unto the MORTGAGEE, all the certain land of which the MORTGAGOR is now seized and in possession, situate in Sublette County, Wyoming, to-wit:

> Tract 6 Sheet 11 of the Hoback Ranches Subdivision as recorded in the records of the Sublette County Clerk, a/k/a SW¼NW¼ of Section 11, Township 36 North, Range 113 West.

INCLUDING all buildings and improvements thereon, together with the tenements, hereditaments, and appurtenances thereto belonging, and the rents, issues, and profits thereof.

AND THE MORTGAGOR covenants and agrees with the MORTGAGEE that MORTGAGOR will pay unto MORTGAGEE, the certain Promissory Note in the amount of Twenty-six Thousand Five Hundred ($26,500.00) Dollar of even date, attached hereto as SCHEDULE "A", and shall perform, comply with, and abide by each and every the agreements, stipulations, conditions, and covenants thereof, and of this Mortgage.

AND THE MORTGAGOR hereby further covenants and agrees as follows:

1. To pay promptly, when due, the principal and interest and other sums of money provided for in said Note and this Mortgage,

183161

[redacted]

[redacted]

[redacted]

FILED February 9 1981 8:00 A.M.
BOOK 33 Mtg
PAGE 503
$10.00 Sandi Hyde
COUNTY CLERK

[redacted] [redacted] [redacted]

or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property.

2. To permit, commit, or suffer no waste, impairment, or deterioration of said land or the improvements thereon at any time.

3. To pay all costs, charges, and expenses including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with, and abide by each and every the agreements, stipulations, conditions, and covenants set forth in said Note and this Mortgage, or either.

4. To perform, comply with, and abide by each and every the agreements, stipulations, conditions, and covenants set forth in said Note and this Mortgage or either.

5. That in the event the MORTGAGOR fails to pay, when due, any tax, assessment, or other sum of money payable by virtue of said Note and this Mortgage, or either, the MORTGAGEE may pay the same without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall be secured by this Mortgage, and shall bear interest from date thereof at the highest lawful rate allowed by law.

6. That if any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions, and covenants of said Note and this Mortgage, or either, are not fully performed, complied with, and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith and thereafter, at the option of the MORTGAGEE, become and be due and payable, anything in said Note or herewith to the contrary notwithstanding.

7. That in the event the property 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.

8. That MORTGAGOR hereby grants to MORTGAGEE, his heirs, and assigns, a Power of Sale over the property described above which may be exercised by MORTGAGEE, his heirs and assigns in case of such default as described above, and pursuant to such Power of Sale, MORTGAGEE, his heirs and assigns may foreclose on said property and sell and dispose of or cause to be sold or disposed of the above property and all rights, title, benefit, and equity of redemption of the MORTGAGOR, his heirs or assigns, therein, at public auction, for cash, according to Title 34, Chapter 4, Wyoming Statutes as the same presently exists or may hereafter be amended.

Failure by the MORTGAGEE to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said Note or the Mortgage accrued or thereafter accruing.

IN WITNESS WHEREOF, the MORTGAGOR has set his hand and seal the day and year first above written.

HOBACK RANCHES

(CORPORATE)
SEAL

BY: _____
DOYLE CHILD, President

ATTEST:

_____
ROBERT D. CHILD, Secretary

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

Before me this day personally appeared DOYLE CHILD and ROBERT D. CHILD, who after by me first being duly sworn depose and say that they are the president and secretary respectively of HOBACK RANCHES, a Wyoming corporation described in and which executed the foregoing instrument, that said instrument was signed and sealed on behalf of said corporation by and with the authority of its board of directors, and acknowledged the execution of said instrument to be the free act and deed of themselves and said corporation.

Witness my hand and official seal this 19th day of _____, 1981.

NOTARY SEAL PUBLIC

_____
NOTARY PUBLIC

My commission expires: March 2, 1981

PROMISSORY NOTE

$26,500.00

Afton, Wyoming 83110
Date: January 1, 1981

THE UNDERSIGNED, jointly and severally, if more than one, promise to pay to the order of VIRGINIA B. SMART, a widow, of 10909 Baronet Road, Owing Mills, Maryland 21117, the principal sum of Twenty-six Thousand Five Hundred ($26,500.00) Dollars with interest from date of Note at ten percent (10%) per annum. The principal and interest shall be payable at 10909 Baronet Road, Owing Mills, Maryland 21117 or at such other place as the holder may designate, in the following manner:

PRINCIPAL AND INTEREST shall be paid in five equal annual installments of Six Thousand Nine Hundred Ninety Dollars and Seventy ($6,990.70) Cents each, the first of such installments being due and payable January 1, 1982 and a like installment being due on the same day of each and every year thereafter for four (4) addition years until paid in full. All installments shall be applied first to interest which may be due and then to principal.

IN THE EVENT of default in the payment of any installment of principal or interest, and if such default is not made good within thirty (30) days after the same become due and payable, the entire principal sum and accrued interest shall, at the option of the holder, become immediately due and payable, without notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default, the undersigned, jointly and severally, if more than one, agree to pay all costs of collection, including a reasonable attorney's fees to the holders' attorney, whether suit be brought or not. The udnersigned, jointly and severally, if more than one, waive all privilege of venue and agree that in the event of suit on this Note that the place of payment as provided herein or the principal place of business or residence of the holder shall be the proper venue for such suit.

THE UNDERSIGNED shall have the right to prepay all or any portion of this Note at any time prior to maturity, without penalty.

HOBACK RANCHES

(CORPORATE)
SEAL

BY: _____
DOYLE CHILD, President

ATTEST:

_____
ROBERT D. CHILD, Secretary

SCHEDULE "A"

507

183250

RECORDED Feb. 17 1982 11:00 A.M.
IN BOOK 33 Misc. PAGE 507
FEES 6.00 Paid Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dora Thyl Deputy

MORTGAGE DEED--Wyoming

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

David R. Milenoff and Lucy B. Milenoff, his wife
Box 12
Pinedale, Wyoming 82941

mortgagors, of Sublette County, State of Wyoming, to secure the payment of Thirty-four Thousand Nine Hundred Twenty-two and 50/100 Dollars, due July 2, 1983, payable monthly evidenced by a *promissory note of even date herewith,

Daivd R. Milenoff and Lucy B. Milenoff, his 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. 31 Big Country Ranches Third Filing as the same appears of record on the official plat or map thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

"The above named mortgagors are purchasers on a Assignment of Land Contract dated August 15, 1978 between Wayne E. Williams and Patricia A. Williams, his wife, sellers, and David R. Milenoff and Lucy B. Milenoff, buyers. Original Land Contract dated June 14, 1978 between Victor D. Fulk and E. Vivian Fulk, his wife, sellers, and Wayne E. Williams and Patricia A. Williams, his wife, buyers, covering the sale of the heretofore described property."

Principal sum of $34,922.50 shall be paid by paying interest only in monthly installments of $286.25 per month commencing on October 1, 1981 and continuing on the 1st day of each and every month thereafter except that on the 2nd of July, 198[illegible], a final payment consisting of the entire principal balance together with any unpaid interest shall be due in full.

*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-four Thousand Nine Hundred Twenty-two and 50/100 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 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 no/100 Dollars, as attorney's fees.

This mortgage is given to secure the obligation under the Retail Installment Contract dated November 27, 1980 executed by the said Mortgagors to the said Mortgagee and all references to a note are amended accordingly.

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 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 $55,000.00, 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.

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

Dated this 2nd day of February A. D. 19 81.

In the presence of
TWO WITNESSES

X _____

X _____

X David R. Milenoff
David R. Milenoff

X Lucy B. Milenoff
Lucy B. Milenoff

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

Session Laws of Wyoming, 1973

State of Wyoming)
SS
County of Sublette)

The foregoing instrument was acknowledged before me by David R. Milenoff and Lucy B. Milenoff,

_____, this 2nd day

of February, 19 81.

Witness my hand and official seal.

Lora J. Yake Sublette County Clerk
Title of Officer by Dorothy M. Theiss deputy

My ~~Commission~~ term Expires: June 3, 1983

STATE OF WYOMING
COUNTY
CLERK

RISE Book 12 Page 766

509

96-85

MORTGAGE DEED---FORM NO. 4½ THE HILL & COMPANY, RIVERTON 141-502

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FRED VIROSTKO and JEAN VIROSTKO, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twelve Thousand Five Hundred and no/100------ Dollars, due 5 years with interest from date at the rate of 13 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, 60 monthly payments One Hundred Seventy and 65/100----------

do hereby mortgage to JAMES F. MICKELSON and MAE E. MICKELSON, husband and wife

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 one, of the Amended Meadow Canyon Estates, Sublette County, Wyoming.

183261

RECORDED February 18 1981 8:00 A M
IN BOOK 33 Misc. PAGE 509
FEES $6.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

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 $12,500.00 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 80.

In the presence of

Fred Virostko

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Fred Virostko, Mae Jean Virostko, ,

this 26th day of December, 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, $

511 Rec'd 1981 pg 194

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

William R. 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 S/P 6 months 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 Big Piney, Wyoming 83113

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

Block 18, Lots 21, 22, 23, and 24, Marbleton, Sublette County Wyoming.

183265

RECORDED February 18 1981 8:00 A M
IN BOOK 33 Misc PAGE 511
FEES $6.00 Lorna 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 $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 8th day of January A. D. 19 81

In the presence of

W. R. Tanner

Helen R. Tanner

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William R. Tanner
Helen R. Tanner

this 8th day of January, 1981.

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, $

513 Released BK 15 Rel Mtg 528

MORTGAGE

THIS MORTGAGE is made this Thirteenth day of February, 19 81 between the Mortgagor, Harold L. and Marijean Brause, 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 of America 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/00---------- Dollars, which indebtedness is evidenced by Borrower's note dated February 13, 1981 (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, 1991;

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 and 6, Block 51, Marbleton Townsite, Sublette County, Wyoming

183297

RECORDED February 18 19 81 10:00 A M
IN BOOK 33 Mtg PAGE 513
FEES $10.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEuen

which has the address of Box 187 [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.

[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.

Harold L. Brause
HAROLD L. BRAUSE —Borrower

Marijean Brause
MARIJEAN BRAUSE —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this February 12, 1982 (date) by

Harold L. & Marijean Brause
(person acknowledging)

My Commission expires:
November 20, 1982

Sharon R. Chapman Notary Public
County of Lincoln State of Wyoming
My Commission Expires Nov. 20 1982

Sharon R. Chapman
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

Recd. BK 12 517
Pg. 3-B

MORTGAGE

THIS MORTGAGE is made this 4th day of February, 19 81, between the Mortgagor, William Robert Tanner and Helen R. Tanner (herein "Borrower"), and the Mortgagee, Fossil Butte National Bank, a corporation organized and existing under the laws of the State of Wyoming, whose address is P. O. Box 512, Kemmerer, Wy. 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen thousand and no/100: ---------- Dollars, which indebtedness is evidenced by Borrower's note dated February 4, 1981 (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 5, 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:

PARCEL #1: LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 8, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING

PARCEL #2: LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 9, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING

183327

RECORDED Feb 20 1981 10:00 AM
IN BOOK 33 Misc PAGE 517
FEES $10.00 Lorayne Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

which has the address of [redacted], Marbleton, Wyoming,
[Street] [City]
[redacted] (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.

William Robert Tanner —Borrower

Helen R. Tanner —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this Feb. 10th (date), 1981, by

William Robert Tanner and Helen R. Tanner

(person acknowledging)

My Commission expires:
September 10,1984

Collette Grace
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

521

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD RAY WENZ and GEORGIA M. WENZ, husband and wife,

mortgagorS., of Sublette County, State of Wyoming, to secure the payment of Twelve Thousand and No/100 - - - - - - - - - - - - Dollars, due 2/1/84 with interest from 2/1/81 at the rate of Fourteen14% per cent per annum, payable monthly~~annually~~ evidenced by one promissory note, of even date herewith, payable in 36 equal monthly payments of $410.14 which include interest, first payment due 3/1/81.

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

mortgagee, whose address is P.O. Box 788, Big Piney, WY 83113

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

Lot One (1), Block Thirteen (13), Ball 2nd Addition to the Town of Marbleton, 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; and

SUBJECT TO prior mineral reservations of record.

183333

February 20 1981 3:00 PM
BOOK 33 Mtg PAGE 521
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 None Dollars 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 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 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 18th day of February A. D. 1981.

In the presence of

Richard Ray Wenz

Georgia M. Wenz

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Richard Ray Wenz and Georgia M. Wenz, this 18th day of February, 1981.

Witness my hand and official seal.

Toni Gilchrist
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires June 10, 1982

My Commission Expires: June 10, 1982

Toni Gilchrist
Signature

Notary Public
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

Fees, $____

No. ____

523

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MICHAEL R. HUGHES and JANICE I. HUGHES, husband and wife,

mortgagor S., of Sublette County, State of Wyoming, to secure the payment of Six Thousand Seven Hundred and No/100 ($6,700.00) Dollars, due 1/15/86 with interest from 1/15/81 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 60 monthly payments of $155.91 which includes interest, first payment due 2/15/81 do hereby mortgage to FRANK D. BALL III and MARGARET S. BALL, husband and wife, mortgagee, whose address is P.O. Box 788 Big Piney, WY 83113 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Two (2), Block Fourteen (14), Ball Second Addition to the Town of Marbleton 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; and

SUBJECT TO prior mineral reservations of record.

193331

Filed February 20 1981 3:00 P M
In Book 93 Mtg Page 523
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 None 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 15 day of January A. D. 19 81.

In the presence of

Michael R. Hughes

Janice I. Hughes

[redacted] [redacted] [redacted]

State of Wyoming)
) ss.
County of Sublette)

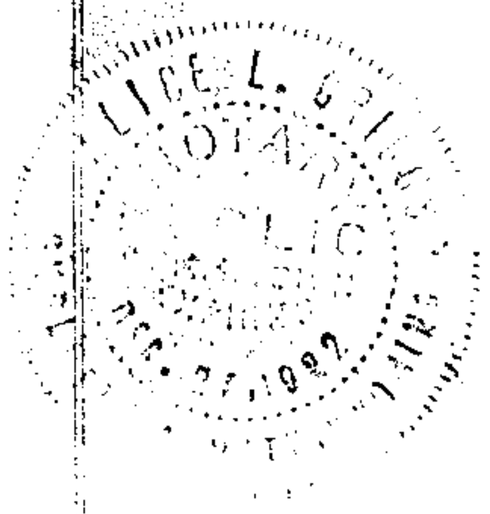
The foregoing instrument was acknowledged before me by Michael R. Hughes and Janice I. Hughes, this 15 day of January, 19 81.

Witness my hand and official seal.

Alice Briggs
Signature

Notary Public
Title of Officer

My Commission Expires: 12/26/82



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, $ ____

525

Bk 114 Pg 117

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, SHERIDAN 1-41302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HENRY PHILLIPS, JR.

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Fifty-five Thousand and No/100 - -($55,000.00) - - Dollars, due on demand with interest from 2/12/81 at the rate of Eighteen (18%) per cent per annum, payable on demand 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 Nine (9) Block Four (4) 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 filed 3/28/78 in Book 33 of Miscellaneous, page 678, office of the County Clerk.

and

Lot Sixteen (16) Block Four (4) Redstone First Addition to the Town of Pinedale, Wyoming, as above.

183356

RECORDED Feb. 23 1981 10:24 AM
IN BOOK 33 Misc PAGE 525
FEES 6.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY CLERK By Dorothy M. Ethridge

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 12th day of February A. D. 1981.

In the presence of

Henry Phillips, Jr.
Henry Phillips, Jr.

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Henry Phillips, Jr.

this 17th day of February, 19 81.

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, $

527 Misc Bk 11 Pg. 3.31

MORTGAGE

THIS MORTGAGE is made this ....4th.... day of ...February....., 19 81., between the Mortgagor, ...Robert A. Hoefer and Sue Hoefer ..... (herein "Borrower"), and the Mortgagee, ... Fossil Butte National Bank ....., a corporation organized and existing under the laws of ..the .State. of .Wyoming ....., whose address is ..... .P.. O. .Box. 512, .Kemmerer, .Wy... 83101 ..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of . Twelve . thousand . and. no/100-------- ----------Dollars, which indebtedness is evidenced by Borrower's note dated. . . .February. 4, .1981. . . . . (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. 5, . 1982. . . . . ;

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 45, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING

183363

RECORDED February 23 19 81 4:00 PM
IN BOOK 33 Misc PAGE 527
FEES $10.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

which has the address of ....., .Marbleton, .Wyoming ....., [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]

Lender's [redacted] agreement or applicable law. Borrower [redacted] y the amount of all mortgage insurance [redacted] ns 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 A Hoefer
.....
—Borrower

Sue Hoefer
.....
—Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this February 4, 1981 by
(date)

Robert A. Hoefer & Sue Hoefer
(person acknowledging)

My Commission expires:
Aug. 2, 1981

Debra K. Watches
Notary Public

DEBRA K. WATCHES NOTARY PUBLIC LINCOLN COUNTY, WY

(Space Below This Line Reserved For Lender and Recorder)

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE HI[redacted] SHERIDAN 14130Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS J. CARSON and DIANE CARSON, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Forty-Four Thousand Five Hundred Eighty and No/100 Dollars, due 12/22/85 with interest from at the rate of twelve (12%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 60 equal monthly payments of $991.73 each which includes interest at 12%, first payment due January 22, 1981, and on the 22nd day each month thereafter, do hereby mortgage to GERALD L. ABERCROMBIE and CAROLYN L. ABERCROMBIE, 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:

Lot Seven (7) New Fork Social Club 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 water and water rights, ditch and ditch rights, reservoir and reservoir rights thereunto appertaining;
SUBJECT TO reservations and restrixtions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO prior mineral reservations of record;
SUBJECT TO Restrictions Governing the New Fork Social Club recorded 6/4/79, Book 35 of Miscellaneous, page 363, office of the County Clerk. NO PROPOSED DOMESTIC WATER SOURCE. NO PROPOSED MAINTENANCE OF ROADS. NO PROPOSED PUBLIC SEWAGE SYSTEM.
PROVIDED, HOWEVER, if the mortgagors sell the hereinabove described property during the term of this mortgage, the entire amount then due on said mortgage shall immediately become due and payable, this mortgage not being subject to assumption.

183366

RECORDED Feb 24 1981 12:00 PM
IN BOOK 33 Mtg PAGE 531
FEES $6.00 Lou D. Wade 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 None 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 6th day of February A. D. 19 81.

In the presence of

Thomas J. Carson
Thomas J. Carson

Diane C. Carson
Diane Carson

Rlse Book 13, Page 103

531

532

State of Colorado
County of Denver } ss.

The foregoing instrument was acknowledged before me by Thomas J. Carson and Diane Carson,

this 6th day of February, 19 81.

Witness my hand and official seal.

PERRY S. WISS NOTARY PUBLIC STATE OF COLORADO

Signature

Notary Public

Title of Officer

My Commission Expires Feb. 3, 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, $ _____

[redacted] [redacted] on 5 [redacted]

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 7-21-80)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by JAMES W/ arren RUNNER, a single man,

residing in Pinedale, Sublette County, Wyoming, whose post office address is General Delivery, 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*
2/27/81	$9,000.00	13%	2/27/2014
Assumption Agreement	39,366.69	9%	11-26--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 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 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 Uni 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 33 of Miscellaneous, page 678.

...ived(B1 p 317

534

183393

RECORDED Feb. 21 1958 11:10 A M
IN BOOK 33 Deeds PAGE 533
FEES $2.00 Paid Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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.

o keep the property ir d as required l d under insurance policie proved by t vernment and, at its [redacted] eliver such policies to e Governme [redacted]

) o maintain improvements in good repa [redacted] ke repairs required by the Governmen the property in a good and husbandmanlike manner; comply with su 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 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 under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

(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 27th day of February, 19 81.

James Warren Runner

James Warren Runner

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by James Warren Runner, this 27th day of February, 19 81.

Witness my hand and official seal.

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

My commission expires: 4/22/82

Donna E Sievers
Notary Public

MORTGAGE

THIS MORTGAGE, made this 11th day of February, 1981, between CLYDE L. LOVINGOOD and ROBERT H. WALKER, RALEIGH BLAKELY, SR., and M. C. McCLUNG of Dallas County, Texas, hereinafter referred to as the "Mortgagor" and DALLAS COUNTY STATE BANK, of 1925 Belt Line Road, Carrollton, Texas 75006 hereinafter referred to as "Mortgagee".

The Mortgagor, for and in consideration of the sum of FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) Dollars, lawful money of the United States and other valuable consideration, 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:

> LOTS 1 THROUGH 60, INCLUSIVE, OF THE AMENDED RIM RANCHES, SUBLETTE COUNTY WYOMING, as set out on that certain Amended Plat recorded August 31, 1979 in Book 35 of Misc., page 635:
>
> Formerly known as that property described in Exhibit A, attached hereto an made a part hereof by this reference.
>
> Mortgagors do hereby covenant and agree that their respective spouses have never resided on the above described real property and that they, have, therefore, never acquired any homestead rights under the laws of the State of 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 Mortagor 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

183397

RECORDED February 27 1981 1:30 P M
IN BOOK 33 Misc PAGE 537
FEES $22.00 Laura Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Partial rel. Bk 11 Pg 52

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 except for the following:

a) That judgment in favor of the First National Bank of Pinedale entered in Civil Action No. 4525, District Court for the State of Wyoming, Ninth Judicial District, County of Teton for the amount of $8,565.53 plus interest accruing thereon from June 3, 1980.

b) That judgment in favor of Evans Construction entered in Civil Action No. 4559, District Court for the State of Wyoming, Ninth Judicial District, County of Teton for the amount of $5,905.51 plus costs of $33.80.

c) That pending action by Robert Harrower, d/b/a Rio Verde Engineering in Civil Action No. 2930, District Court for the State of Wyoming, Ninth Judicial District, County of Sublette for an amount of to be determined.

Mortgagor hereby authorizes mortgagee to maintain the sum of $24,471.04 in its possession to apply towards payment and satisfaction of said judgments or pending matters. Mortgagor shall have the right to settle said judgements or pending matters and shall advise the mortgagee on or before June 1, 1981 of any settlement reached and the mortgagee shall disburse such sum as may be necessary to secure a Satisfaction of Judgement or other such settlement in the above matters. If any of the aforesaid are not settled by June 1, 1981, the mortgagee shall have the right to make satisfaction on any matter not so settled. Mortgagor shall be entitled to the sums remaining with the mortgagor not applied to settlement of the above matters.

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

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 HUNDRED THOUSAND DOLLARS ($400,000.00) Dollars, together with interest thereon at the rate of 2 percentage points above the prime or base rate charged by the First National Bank in Dallas, from February 26, 1981, until paid, according to the conditions of a promissory note, dated February 26, 1981, the ultimate maturity date of which is February 26, 1982, which promissory note was executed and delivered by CLYDE L. LOVINGOOD AND ROBERT H. WALKER 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. Mortgagor 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 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 hereof, 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 HUNDRED THOUSAND ($400,000.00) 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 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 if the Mortgagors sell or otherwise convey their interest in said property in a manner which would impair Mortgagees security or priority without receiving written approval by Mortgagee which approval is discretionary but which approval shall not be unreasonably withheld, or any wife or wives resides on said property without Mortgagees having first received a quitclaim deed releasing all homestead rights from said wife or wives on the parcel to be occupied, be it signed by said wife or wives or by a general power of attorney signed by the same for such purpose, 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 consitiute 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 hereby grants the Mortgagee the power to foreclose by advertisement and sale as provided by statute. The Mortgagor agrees to pay all costs of enforcement of 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: first, the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee prusuant to the provisions of this mortgage; second, all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; third, 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 and year first above written.

CLYDE L. LOVINGOOD

ROBERT H. WALKER

M.C. McCLUNG

RALEIGH BLAKELY, SR.

STATE OF WYOMING)
) ss.
County of Teton)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Clyde L. Lovingood this 26th day of February, 1981.

WITNESS my hand and official seal.

LINDA JACOBS
NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
Commission Expires November 9, 1983

My commission expires: 11/9/83

NOTARY PUBLIC

STATE OF WYOMING)
) ss.
County of Teton)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Robert H. Walker this 26th day of February, 1981.

WITNESS my hand and official seal.

LEA JACOBS
NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
Commission Expires November 9, 1983

NOTARY PUBLIC

My commission expires: 11/9/83

STATE OF WYOMING)
) ss.
County of Teton)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Raleigh Blakely, Sr. this 24th day of February, 1981.

WITNESS my hand and official seal.

LEA JACOBS
NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
Commission Expires November 9, 1983

NOTARY PUBLIC

My commission expires: 11/9/83

STATE OF WYOMING)
) ss.
County of Teton)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Robert H. Walker this 16th day of February, 1981.

WITNESS my hand and official seal.

LEA JACOBS
NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
Commission Expires November 9, 1983

Lea Jacobs
NOTARY PUBLIC

My commission expires: 11/9/83

STATE OF WYOMING)
) ss.
County of Teton)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Raleigh Blakely, Sr. this 16th day of February, 1981.

WITNESS my hand and official seal.

LEA JACOBS
NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
Commission Expires November 9, 1983

Lea Jacobs
NOTARY PUBLIC

My commission expires: 11/9/83

STATE OF WYOMING)
) ss.
County of Teton)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by M.C. McClung this 26 day of February, 1981.

WITNESS my hand and official seal.

LEA JACOBS
NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
My commission expires November 9, 1983

NOTARY PUBLIC

My commission expires: 11/9/83

All of that portion of Lot 3, S½NE¼, NW¼SE¼, and E½SE¼ Of Section 2, T.36N., R. 112 W., of the 6th Principal Meridian, Wyoming, lying between the centerline of presently existing highway Numbers 187 and 189 and parallel right of way line of hereinafter stated distances to the left or northeasterly side when measured at right angles or radially to the following described survey line of highway, said parallel right of way line beginning on the North boundary of said Section 2 and ending on the easterly right of way boundary of said presently existing highway in the NE¼SE¼ of said Section 2:

Beginning at a point on the North boundary of said Section 2, from which the northwest corner thereof bears S.89°46.9 a distance of 1,593.1 feet, said point of beginning also being located on a 4°00' spiralled curve to the left, the spiral lengths of which are 200.0 feet, the total length of which is 800.0 feet, the total central angle of which is 24°00' and at which point a line tangent to said curve bears S.39°56'E.;

Thence with said parallel right of way line 100 feet to the left or northeasterly side along the circular arc throu a central angle of 0°47' a distance of 19.6 feet; thence continuing with said parallel right of way line 100 feet to the left along the spiral arc through a central angle of 4°00' a distance of 200.0 feet to the point of ending of said curve; thence continuing with said parallel right of way line 100 feet to the left, S.44°43'E. a distance of 2,830.0 feet; thence with said parallel right of way line 150 feet to the left or northeasterly side continuing S.44°43'E. a distance of 472.00 feet to the point of beginning of a 1°00' circular curve to the right, the radius of which is 5,729.6 feet; thence continuing with said parallel right of way line 150 feet to the left along said curve through a central angle of 3°16.8' a distance of 328 feet; thence with said parallel right of way line 100 feet to the left or northeasterly side continuing along said curve through a central angle of 4°15' a distance of 425 feet, more or less, until said parallel right of way line 100 feet to the left intersects the northeasterly right of way boundary of said presently existing highway numbers 187 and 189 in the NE¼SE¼ of said Section 2. The above described parcel contains 10.5 acres, more or less.

Township 36 North, Range 112 West of the 6th Principal Meridian. Section 2: Lot 1; Lot 3 EXCEPT that part lying south and west of the right-of-way line for Highway 187; SW¼NE¼ EXCEPT that part lying south and west of the right of way line for Highway 187; N½SE¼NE¼; SW¼SE¼NE¼;

Township 37 North, Range 111 West of the 6th Principal Meridian. Section 32: Beginning at a point that is 259.4 feet west of the southeast corner of said Section 32 on the line between Section 32 and Section 2, T.36N., R.112W. and is also a point on the east right of way line of Highway 187; thence east 259.4 feet to the southeast corner of said Section 32; thence N.00°03'W. along the line between Sections 32 and 33, 5280 feet to the northeast corner of Section 32; thence N.89°55'W. along the line

EXHIBIT A

between Sections 29 and 32, 2645.94 feet to the North one-quarter corner of Section 32; thence S.00°03.5'W. 396 feet along the midsection line of Section 32 to a point; thence S.32°39'E. 1294 feet to a point; thence S.00°06' E. 1006 feet to the northeast corner of a tract of land conveyed to William B. Sargent and Dorothy Sargent, his wife, by quitclaim deed, dated January 9, 1950, and recorded on the 17th day of January, 1950, in the office of the Clerk of Sublette County, Wyoming, in Book 1 of Wuitclaim Deeds at Page 573; thence S.00°06'E. 449.2 feet along land now belonging to said W. B. Sargent to a point on the north right of way line of Highway 187; thence east and south along the right of way line of Highway 187 to the point of beginning. EXCEPT all that portion of the SE¼SE¼ of Section 32, T.37N., R.111W. of the 6th P.M., Wyoming, being more particularly described by metes and bounds as follows:

Beginning at a point on the South boundary of said Section 32 from which the southeast corner thereof bears N.89°50'E. a distance of 259.40 feet; thence N.38°00'W. a distance of 100.0 feet; thence N.36°00'W. a distance of 100.0 feet; thence N.27°30'W. a distance of 100.0 feet; thence N.23°00' a distance of 100.0 feet; thence N.21°00'W. a distance of 197.37 feet; thence N. 69°30'E. a distance of 13.0 feet; thence S.21°10'E. a distance of 99.98 feet, the point of beginning of a circular curve to the left, the radius of which is 1366.39 feet and at which point a line tangent to said curve bears S.20°30'E.; thence along said curve to the left through a central angle of 21°31' a distance of 512.97 feet to a point on the south boundary of said Section 32; thence S.89°50'W. along the south boundary of said Section 32 a distance of 36.47 feet, more or less, to the point of beginning.

Section 33: W½. ALSO EXCEPTING the following described real estate as set out in that certain Warranty Deed from Karl M. Johnson, a single man, to the State Highway Commission of Wyoming, recorded August 11, 1971, in Book 15 of Deeds, page 278.

EXHIBIT A

547

Assigned Vol 33 Pg 595
Released RC 15 Rel Pg 247

WCDA Mortgage
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 JAMES R. RUGH

herein designated as Mortgagor, of 432 South Shanley Pinedale, Wyoming , County of Sublette , State of Wyoming , to secure the payment of the principal sum of FIFTY TWO THOUSAND AND NO/100- Dollars ($ 52,000.00), with interest at the rate of ELEVEN AND SEVEN EIGHTS per centum (11.7/8 %) per annum as evidenced by a promissory note of even date herewith to the order of THE FIRST WYOMING BANK N.A. KEMMERER

a corporation organized and existing under the laws of The United States of America hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of FIVE HUNDRED FORTY TWO AND 88/100- Dollars ($ 542.88), commending on the first day of APRIL , 19 81 , 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 2006 , hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOT ELEVEN (11), BLOCK FOUR (4), REDSTONE FIRST ADDITION TO THE TOWN PINEDALE, SUBLETTE COUNTY, WYOMING

183401

RECORDED February 27th 19 81 3:45 P M
IN BOOK 33 Misc PAGE 547
FEES $ 8.00 Lois D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 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.

seventeen (17)

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 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 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.

14. NOTICE: The property may be freely sold, assigned, or transferred to anyone provided, however, that in the event of any sale, assignment or other transfer to any person who is not an eligible borrower under the rules and regulations of the Wyoming Community Development Authority ("WCDA"), or if the borrower (mortgagor) ever fails to occupy the property as his or her principal place of residence, the rate of interest payable on the debt shall be 13.5 % (insert maximum permitted FHA/VA interest rate as of the date the loan is closed) per annum, and the monthly installments to principal and interest shall be adjusted to reflect this interest rate, effective on the date the lender provides notice of the new rate to that person. An eligible borrower is defined in the rules and regulations of WCDA as persons and families whose adjusted gross aggregate family income does not exceed the maximum income levels established by the Authority by resolution. A lender may not apply a definition of an eligible borrower which is more restrictive than the definition of an eligible borrower in effect on the date this mortgage is executed.

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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) have hereunto set his hand(s) this 27 day of Februay , 19 81

In the presence of--

James R. Rugh

THE STATE OF WYOMING }
} ss:
COUNTY OF SUBLETTE }

On this 27 day of February , 19 81 , before me personally appeared

James R. Rugh 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 Notary seal, this 27 day of February , A.D. 19 81

[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

MORTGA[redacted]—FORM NO. 4½ [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

----------Nicholas Stadler, aka Nick Stadler----------

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

--------Seven thousand four hundred and no/100--------- Dollars, due S/P

with interest from date at the rate of Seventeen per cent per annum, payable S/p annually

evidenced by One (1) promissory note , of even date herewith,

STATE BANK OF BIG PINEY do hereby mortgage to

mortgagee, whose address is BOX 428 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.

183685

RECORDED March 4 1981 8:00 A.M.
IN BOOK 33 Misc PAGE 550
FEES $6.00 Paid
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING

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 $7,400.00 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 18th day of February A. D. 19 81.

In the presence of

J. Nick Stadler

550 Misc Bk 110 224

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Nick Stadler,

this 18th day of February, 1981.

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, $

MORTGA[redacted]—FORM NO. 4½ [redacted] THE HU[redacted]IDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN TANNER and SHIRLEY TANNER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of

------Ten Thousand and n0/100---------- Dollars, due 1/5/84

with interest from date at the rate of 18 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 7 thru 12, Block 4, Townsite of Marbleton, Sublette County, Wyoming

183681

RECORDED March 4 1981 8:00 A M
IN BOOK 23 Misc PAGE 552
FEE $6.00 Karen Yost 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 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 reasonalble 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 January A. D. 19 81.

In the presence of

X John Tanner

X Shirley Tanner

552 Abstract 13 Pg 212 15 eby 3-12

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by John Tanner, Shirley Tanner,

this 5th day of January, 1981.

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 M[redacted] -BAR 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 --Sixteen Thousand One Hundred and no/100---- Dollars, due 3 years with interest from date at the rate of 18 per cent per annum, payable annually evidenced by one (1) promissory note, of even date herewith, 3 annual payments at $7,404.79 with first payment being January 22, 1982

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 4 and 5, Block 6, Patterson's First Addition

To The Town of Pinedale, Sublette County, Wyoming.

183687

RECORDED March 4 '81 8:00A
BOOK 33 Misc FILE 554
FEE 6.00 Lena J Yoke COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M. Allen

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 Sixteen Thousand One Hundred 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 19 day of January A. D. 19 81.

In the presence of

James P. Rogers
Leona Gay Rogers

Rel'd Bk 11 pg 446

3-3-4

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by James P. Rogers
Leona Gay Rogers
this 19th day of January, 1981.

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, $ ...

MORTGA[redacted])—FORM NO. 4½ [redacted] THE M[redacted] TRIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

----------David R. Calvert----------

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

--------Twenty one thousand and no/100---------- Dollars, due 6 months

with interest from date at the rate of 18 per cent per annum, payable annually

evidenced by one (1) promissory note , of even date herewith,

do es hereby mortgage to

----------STATE BANK OF BIG PINEY----------

mortgagee, whose address is Box 428 Big Piney, Wyoming 83113

the following described real

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

The West 67.5 feet of the W½S½ of Block 1, Cooley First Addition to the Town of Pinedale, Sublette County, Wyoming.

183683

RECORDED March 21 1981 8:00 A M
IN BOOK 33 Misc PAGE 556
FEES $6.00 Lou J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Allen

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 $21,000.00 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 24th day of December A. D. 19 80.

In the presence of

X David R. Calvert

Lot 2 Blk 119 112

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by David R. Calvert,

, ,

this 24th day of December, 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, $

[redacted] [redacted] [redacted]

WCDA Mortgage
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 3rd day of March ,

19 81 , Marshall L. Elliott and Carolyn J. Elliott Husband and Wife who,

whether one person or more, are herein called MORTGAGOR whose address is Rt 2 Box 62
Pinedale Wyoming 82941

hereby MORTGAGES

to MORTGAGEE, namely: First Wyoming Bank N.A. Kemmerer

whose address is 801 Pine Avenue, Kemmerer, Wyoming 83101

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

A TRACT OF LAND LOCATED IN THE NE¼NE¼ OF SECTION 11, T. 33 N., R. 109 W., 6th P.M., SUBLETTE COUNTY, WYOMING, More particularly described as follows:

assignment Bk 37 pg 125

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 Five Thousand and no/00----------DOLLARS

($ 75,000.00) with interest at the rate of 11 7/8 per centum (11 7/8 %) 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 Seven hundred eighty three and no/00--------- DOLLARS

($ 783.00), commencing on the 1st day of April , 19 81 , and con-

tinuing 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 March 2006 ,

. 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.

assignment Bk 37 pg 125

183713

Released 15 Rel. Bk 37 Pg 21C

RECORDED Mar 4 1981 11:00 A.M.
BOOK 33 Mtg FAGE 558
6th Pm Sub Wyo COUNTY CLERK
558 By Dorothy McClure

NOTICE: The property may be freely sold, assigned, or transferred to anyone provided, however, that in the event of any sale, assignment or other transfer to any person who is not an eligible borrower under the rules and regulations of the Wyoming Community Development Authority ("WCDA"), or if the borrower (mortgagor) ever fails to occupy the property as his or her principal place of residence, the rate of interest payable on the debt shall be 13.5 % (insert maximum permitted FHA/VA interest rate as of the date the loan is closed) per annum, and the monthly installments to principal and interest shall be adjusted to reflect this interest rate, effective on the date the lender provides notice of the new rate to that person. An eligible borrower is defined in the rules and regulations of WCDA as persons and families whose adjusted gross aggregate family income does not exceed the maximum income levels established by the Authority by resolution. A lender may not apply a definition of an eligible borrower which is more restrictive than the definition of an eligible borrower in effect on the date this mortgage is executed.

IN WITNESS WHEREOF, the Mortgagor(s) ha hereunto set h hand(s) the day and year first above-written.

Marshall L. Elliott — Mortgagor

Carolyn J. Elliott — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Lincoln)

On this 3rd day of March , 19 81 , before me personally appeared Marshall L. Elliott -- Carolyn J. Elliott , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that h executed the same as h free act and deed.

Mae Jean Julian
County of
Lincoln
My Commission Expires Oct. 1, 1984
Notary Public
State of
Wyoming

Notary Public

My commission expires on the 1 day of October , 1984 .

A TRACT OF LAND LOCATED IN THE NE¼NE¼ OF SECTION 11, T. 33 N., R. 109 W., 6TH P.M., SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Beginning at a point which is S.30°34'38.9"W., a distance of 823.67 feet from the Northeast Corner of said Section 11; thence, from said point of beginning S.00°05'10"W., a distance of 350.00 feet; thence, N.89°55'00"W., a distance of 247.52 feet to a point of curve to the right, the tangent at which point bears N.11°27'47"W., said curve having a central angle of 12°19'22", a tangent of 33.35 feet and a radius of 308.95 feet; thence, along the arc of said curve, a distance of 66.45 feet; thence, N.00°51'35"E., a distance of 284.00 feet; thence, S.89°55'00"E., a distance of 249.91 feet to the point of beginning.

[redacted] REAL E[redacted] MORTGAGE FORM F[redacted] (Rev. 1-77)

January 19, 1981

Arnold P. Brokling, unmarried.

_____, 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 10 of the Bloom Subdivision,

183721

RECORDED March 5th 19 81 11:55 AM
IN BOOK 33 Misc PAGE 560
FEES $ 6.00 Paid
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 FIFTY ONE THOUSAND 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, 2001. 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.

Released Bk 13 Rls. Pg. 557

(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 payments, 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 or shall be commenced 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 mortgage 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)

Arnold P Brokling (SEAL)
Arnold P. Brokling

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming
} ss.
COUNTY OF Sublette

On this 5 day of March, A.D., 1981, before me, a Notary Public in and for said County and State, personally appeared Arnold P. Brokling, unmarried.

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 My Commission expires February 22, 1983

(Type or print name under signature)
Notary Public in and for said County and State
JOAN M. YOUNG

This Space For Use of Mortgagee Only

Loan No. 707-3-8568739 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 $ _____

MORTGAGEE
CITICORP [redacted] CON-FINANCIAL CENTER, INC.

80[redacted]eral, Riverton, Wyoming [redacted]

20110-3	13	N/A		3-06-81	

MORTGAGOR(S)		FINANCE CHARGE	TOTAL OF PAYMENTS	
TINA CLOSE CAMPBELL	/UNMRD/	$ 69085.40	$ 104087.40	
BOX 781	ANNUAL PERCENTAGE RATE		AMOUNT FINANCED $ 35002.00	
BIG PINEY WYOMING 83113	18.00 %		FIRST PAYMENT DUE 9-13-81	DATE OF MATURITY AND FINAL PAYMENT DUE 8-13-96

Mortgagor named above of said City and State for and in consideration of the indebtedness evidenced by their promissory note above described and all future advances on account thereof to the order of the corporation named in print above, hereby mortgage to said corporation, Mortgagee, the following real estate situated in Sublette County, Wyoming

Lot 5, Ball Subdivision, Sublette County, Wyoming.

183762

Recd 3:11 p 3:01

RECORDED March 9 1981 3:30 P M
IN BOOK 33 Misc PAGE 562
FEES $4.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Steven

Mortgagors agree to pay all taxes, assessments and all other liens or charges on said premises when due and maintain and keep buildings and improvements thereon at all times in good condition and repair and insured for maximum insurable value, or such lesser sum as Mortgagee may authorize in writing, for the life of this mortgage, with the Mortgagee as loss payee as its interests appear; and if Mortgagors fail to pay such taxes, assessments and other charges or fails to maintain or to insure as stated above, Mortgagee may do so and add-on sums paid therefor to the above indebtedness thereby secured, and such sum shall accrue finance charges at the Annual Percentage Rate indicated above.

Upon default by the Mortgagor in the payment of any or all of the indebtedness secured hereby or in the performance of any agreement contained herein or in the event of the conveyance, sale, transfer, lease or pledge of Mortgagor's title or interest to all or any portion of said property, whether voluntary or involuntary, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and the Mortgagee may proceed to foreclose, by advertisement and sale, the above described property, and from proceeds thereof, to pay all sums due hereunder and all costs of sale and foreclosure including reasonable attorneys fees.

As additional security, Mortgagors hereby assign all present and future leases and grant to Mortgagee the right, power and authority to collect the rents, issues and proceeds of said property.

Mortgagors hereby waive and relinquish all homestead exemption rights under the laws of this State

Witness Mortgagors signatures and seals on the date above stated.
In the presence of

SIGN _____ (SEAL)
Type Name

SIGN: Tina Close Campbell (SEAL)
Type Name TINA CLOSE CAMPBELL Mortgagor

SIGN _____ (SEAL)
Type Name

SIGN: _____ (SEAL)
Type Name Mortgagor

STATE OF WYOMING)
) ss.
COUNTY OF Fremont)

6th day of March 19 81 personally appeared Tina Close Campbell

known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that she/he/they executed the same as her/his/their free act and deed.

Witness my hand and official seal.

(SEAL)

Title Michael R Brown
My Commission Expires Oct. 19, 198[illegible]
My commission expires 19

L-246 R.E. WY.
Rev. 4-80

563

MORTGAGE

THIS MORTGAGE is made this ....6th.... day of ..March....., 19.81., between the Mortgagor, .. Allen P. and Carol Ann Kirkwood .... 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 of America ....., whose address is .801 Pine Avenue..... ... Kemmerer,. Wyoming..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of .. Eleven thousand and no/00-----. ... ----------Dollars, which indebtedness is evidenced by Borrower's note dated.....March. 6, .1981..... (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 .1991..... .....;

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, and 7, Block 44, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING

183767

RECORDED March 10 1981 8:00 A M
IN BOOK 33 Mtg PAGE 563
FEES $10.00 Louis J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

which has the address of ....Box. ~~609~~ 312..... Big Piney.....,
[Street] [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 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

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.

Allan P. Kirkwood
ALLEN P. KIRKWOOD —Borrower

Carol Ann Kirkwood
CAROL ANN KIRKWOOD —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this March 6, 1981 by
(date)

Allan P. Kirkwood, Carol Ann Kirkwood
(person acknowledging)

My Commission expires:
December 20, 1982

Sharon R. Chapman
Notary Public

Notary Public
State of
Wyoming

(Space Below This Line Reserved For Lender and Recorder)

Released Bk. 14 Rel. @ Pg 651 567

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

That CK LAND AND LIVESTOCK CO., INC., a Wyoming Corporation, herein designated as the Mortgagor of Big Piney, Sublette County, State of Wyoming, to secure the payment of the principal sum of THREE HUNDRED SIXTY THOUSAND AND NO/100 ----------($360,000.00)---- DOLLARS, with interest, as evidenced by a promissory note dated even date herewith to the order of CONNECTICUT GENERAL LIFE INSURANCE COMPANY, Bloomfield, Connecticut, hereinafter designated Mortgagee, payment under said note to be made as follows, to-wit:

> Three Thousand Six Hundred and No/100 Dollars ($3,600.00) on the first day of January, 1982, and Three Thousand Six Hundred and No/100 Dollars ($3,600.00) on the first day of each succeeding July and January to and including July 1, 1990, and the entire balance in full, with all accrued interest, on January 1, 1991, together with interest on the balance remaining from time to time unpaid, at the rate of thirteen and one-half percent (13½%) per annum from March 10, 1981, payable July 1, 1981, and semi-annually thereafter.
>
> The Mortgagor is granted the privilege of prepaying the loan, in multiples of $1,000 during any one year following the first anniversary of the date of the mortgage, on interest paying dates, provided such prepayment, plus the required payment does not exceed 20% of the total principal amount disbursed. Such privilege shall be noncumulative.

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

Township 33 North, Range 112 West

Section 20: S½S½
Section 21: SE¼NW¼, NE¼SW¼, S½SW¼, SE¼, S½NE¼
Section 22: SW¼, SW¼SE¼
Section 27: N½NW¼
Section 28: N½N½
Section 29: N½N½

183779

Township 33 North, Range 113 West

Section 7: SW¼NW¼, NW¼SW¼, S½S½
Section 18: All
Section 24: SW¼NW¼, N½SW¼, SE¼

RECORDED March 10 1981 3:30 PM
IN BOOK 33 Mtg PAGE 567
FEES $18.50 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Adams

Township 33 North, Range 114 West

Section 2: All
Section 11: All
Section 12: SE¼NW¼, S½
Section 13: NE¼, NE¼NW¼, S½NW¼, S½, NW¼NW¼ (All)
Section 14: N½, SE¼SW¼, SE¼
Section 15: All
Section 22: NE¼NE¼, NW¼NW¼, S½N½, S½
Section 23: N½, SW¼
Section 26: NW¼
Section 27: N½

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

with any of said premises, and any and all ditch and water rights, water priorities, bodies of water and ditch and water right easements and rights of way appertaining, belonging to and used upon or in connection with all the lands above described and upon each and every part thereof, and together with all wells, pumps, pipes, motors or irrigation equipment now or hereafter placed on the above described property.

Excepting therefrom mineral reservations of record and all existing roads, highways, ditches and utilities and rights of way and easements therefor and all other easements of record.

The Mortgagor, as its interest may appear, hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that it 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. In case of default in any of the payments stipulated in said note, the undersigned, as further security for this mortgage and the note secured thereby, does hereby assign, set over and convey unto the Mortgagee all rents, issues and profits from the above described property.

2. In the event of sale or other disposition of the property securing this loan, either by deed or contract for deed, during the life of the loan, Mortgagee may, at its option, require that the principal of the loan be reduced, exclusive of any payments made to principal for partial releases of security, insurance losses or condemnation awards, to 75% of the principal amount disbursed.

3. If at any time the Mortgagor shall be unable to qualify under Federal or State regulations to continue the use of any grazing permits, licenses or leases on said property existing at the time the loan was made, causing such grazing permits, licenses or leases to be canceled or reduced, the Mortgagee at its option may require payment of its loan in whole or in part.

4. That Mortgagor will pay the indebtedness, as hereinbefore provided.

5. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges. In default thereof the Mortgagee may pay the same.

6. 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 its expense.

7. That it 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. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee.

8. 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 eighteen per cent per annum, 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 repairs, 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.

9. 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 itself to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

10. 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 any 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 foreclosure, 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 8 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.

11. 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 appropriat 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 insolven of the Mortgagor or any of them, 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.

12. In the event the Mortgagee shall become a party either as plaintiff or as defendant, to any suit or legal proceeding by reason of this mortgage and its lien, the Mortgagor will repay on demand all cost and expense of said Mortgagee arising because of such suit or legal proceeding, including reasonable attorney's fees, with interest thereon from date of expenditure until paid at the rate of eighteen per cent (18%) per annum, and if not so paid by Mortgagor, all such sums shall be added to the debt and secured hereby.

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 CK LAND AND LIVESTOCK CO., INC., upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgagee all its rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal this 10th day of March, 1981.

ATTEST:

CK LAND AND LIVESTOCK CO., INC.

By Carol Copeland, Sec.-Treas.
Carol Copeland, Secretary - Treasurer

By Emma Meeks
Emma Meeks, President

WITNESS:

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 10th day of MARCH A.D., 1981 by Emma Meeks, as President and Carol Copeland, as Secretary - Treasurer, of CK LAND AND LIVESTOCK CO., INC., a Wyoming Corporation.

My commission expires July 28, 1984. Witness my hand and official seal.

EDWIN R. ADAMS - Notary Public
County of Sublette
State of Wyoming
My Commission expires July 28 1984

Edwin R. Adams
Notary Public

MORTGAGE

THIS MORTGAGE is made this ..... 6th ..... day of ..... March ..... 19 81, between the Mortgagor, ..Kent M. Hale and Cherilyn R. Hale, ... husband and wife ..... (herein "Borrower"), and the Mortgagee, ...Rocky Mountain ..... Federal Savings & 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 ..Twenty-four thousand ..... five hundred and no/100 ----------Dollars, which indebtedness is evidenced by Borrower's note dated ...March 6, 1981 ..... (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, 2006 ....;

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 10, 11, and 12, Block 11, Marbleton Townsite,
Sublette County, Wyoming

183790

RECORDED March 13 19 81 1:30 P M
IN BOOK 33 Misc PAGE 572
FEE $ 5.00 Lucile Lyons COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy W. Lewis

which has the address of ..... [Street] ....., ... [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.

Released By BK. 13 Rls. Pg. 509

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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 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

[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 ex[illegible] 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.

Kent M. Hale
Kent M. Hale --Borrower

Cherilyn R. Hale
Cherilyn R. Hale —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this March 6, 1981 (date) by

Kent M. Hale & Cherilyn R. Hale, Husband and Wife (person acknowledging)

My Commission expires:

July 14, 1982

Notary Public
State of
Wyoming
Lincoln
My commission expires July 14 1982

Laurie McKee
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

DYNAMARK®

MORTGAGE

THIS MORTGAGE is made this 5th day of March, 19 81, between the Mortgagor, Jack Hickman and Norma Hickman, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank, na Kemmerer, a corporation organized and existing under the laws of The United States, whose address is 801 Pine Ave., Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty six thousand and no/100- ---------- Dollars, which indebtedness is evidenced by Borrower's note dated March 5, 1981 (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 20, 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:

Lots One (1), Two (2), Three (3), Block Forty-Two (42),
Marbleton Townsite, Sublette County, Wyoming.

Also Lot Four (4), Block Forty-Two (42), Marbleton Townsite,
Sublette County, Wyoming.

183795

Recorded March 13 1981 8:00A M
IN BOOK 33 Misc PAGE 576
FEES $ 10.00 Dorothy McLewis COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLewis

which has the address of , 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.

576 Released Bk. 15 Rel. Q 19. 4/6

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

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[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.

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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.

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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 Jack Hickman
Jack Hickman —Borrower

Norma Hickman
Norma Hickman —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this March 5, 1982 (date) by

Jack Hickman and Norma Hickman (person acknowledging)

My Commission expires:

November 20, 1982

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGA[redacted]D---FORM NO. 4½ [redacted] THE [redacted] SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KENT L. CLUCK and PATRICIA A. CLUCK, husband and wife,

mortgagorS, of Jefferson County, State of Colorado, to secure the payment of Twenty-two Thousand and No/100 -($22,000.00) - - - Dollars, due 3/5/86 with interest from 2/19/81 at the rate of eighteen (18%) per cent per annum, payable monthly ~~annually~~ included in payments evidenced by one promissory note, of even date herewith, payable in 60 monthly payments of $558.36 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 Number A-Two (A-2) of Boulder Lake Country Estates, Amended Fourth Filing, an addition to said Sublette County, Wyoming, platted over Homestead Entry No. 159, embracing portionsof Sections Three (3) and Ten (10), in Township 33 North, Range 107 West of the 6th P. M., as depicted and described on the plat thereof which was filed and recorded in the office of the Clerk of Sublette County, Wyoming, in Book 35 of Miscellaneous Records, at Page 528; together with all improvements thereon, easements, appurtenances, incidents and rights belonging and appertaining thereto and used in connection therewith; SUBJECT, HOWEVER, TO all reservations, restrictions and covenants of record, including those contained in the Declaration of Protective Covenants recorded in Book 35 of Miscellaneous Records, at Page 529; and Provided further that all subsurface deposits of gravel, minerals, oil, gas and other valuable substances are excluded from this conveyance, and are hereby expressly reserved to the original grantor, its successors and assigns, together with incidental rights appurtenant thereto.

Rel'd Bk 111 p 599

RECORDED March 19 1981 10:30 A M
IN BOOK 33 Mtg PAGE 580
FEES $6.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING By Dorothy M Lewis

183839

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 19th day of February A. D. 19 81.

In the presence of

Kent L. Cluck

Patricia A. Cluck

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Kent L. Cluck and Patricia A. Cluck, this 19th day of February, 1981.

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 } 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, $

Title Guaranty [redacted] of Wyoming, Inc.
Form 4½C

[redacted]

[redacted]

This Instrument Filed for Record on the
19th day of March, 1981 at 3:30 o'clock P.M.
and Recorded in Book 33 of Misc.
Page 582
NO. 183849
Lois J. Yonki
County Clerk
by W. M. Lewis

MORTGAGE DEED

DEAN GILLETTE AND MARIE GILLETTE, husband and wife

mortgagor6, of SUBLETTE County, State of WYOMING, to secure the payment of SIXTY THOUSAND AND NO/100----------($60,000.00) Dollars, due MONTHLY with interest thereon at the rate of 12 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable SIX HUNDRED AND NO/100 ($600.00) OR MORE MONTHLY, BEGINNING ON THE 16th DAY OF APRIL 1981, WITH FINAL PAYMENT DUE ON THE 16th DAY OF MARCH, 1996. A PRINCIPAL SUM OF $5,000.00 WILL BE DUE ON JANUARY 4, 1982. in accordance with the provisions of that certain promissory note, dated March 9, 1981, hereby mortgage and warrant to mortgagee, FREDERICK F. WEDDERBURN AND DORIS L. WEDDERBURN, Husband and Wife of KINGS County, State of CALIFORNIA the following described real estate, situated in the County of SUBLETTE, in the State of Wyoming, to-wit:

Lot 3, Block 1 of the Cooley 8th Addition to the Town of Pinedale, Sublette County, State of 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 SIXTY THOUSAND-------($ 60,000.00) 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 13th day of MARCH, 19 81.

EDWIN R. ADAMS - Notary Public
County of Sublette ss. State of Wyoming
My Commission expires July 28, 1984

Dean Gillette Dean Gillette

Marie Gillette Marie Gillette

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Dean Gillette and Marie Gillette

this 13th day of March, 19 81

Witness my hand and official seal.

My Commission expires: July 28, 1984

Edwin R. Adams
Notary Public — Title of Officer

Released BK. 15 Rel. of Ag. 358 and 15 584

583

Bk 62 12 pg. 33c

183929

REAL ESTATE MORTGAGE

RECORDED MARCH 26th 1981 9:30 AM
IN BOOK 33 Mtg PAGE 583
FEES 8.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS:

That CHARLES G. TAYLOR and ARLETTE J. TAYLOR, husband and wife, Mortgagors, of Pinedale, Sublette County, State of Wyoming, to secure the payment of SIXTY FIVE THOUSAND ($65,000.00) DOLLARS due on demand with interest from the 16th day of March, 1981, at the rate of EIGHTEEN (18%) PERCENT per annum, evidenced by one Promissory Note of even date herewith, do hereby mortgage to STATE BANK OF BIG PINEY, WYOMING 83113, the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

Tract 1 - A tract of land comprising a portion of Lot 2, Section 3, Township 33 North, Range 109 West of the 6th P. M., Wyoming, and bounded and circumscribed by the following traverse:

Commencing at a point which bears South 89° 50' East, a distance of 666.1 feet from the North quarter corner of Section 3, Township 33 North, Range 109 West of the 6th P. M.,

Thence South a distance of 418 feet;

Thence South a distance of 418 feet to a point;

Thence North 89° 41' East a distance of 618.7 feet to a point;

Thence North 00° 12' West a distance of 415.2 feet to a point;

Thence South 89° 56' West a distance of 617.2 feet to the point of beginning of this tract.

Tract 2 - A tract of land comprising a portion of Lot 2, Section 3, Township 33 North, Range 109 West, of the 6th P. M., Wyoming and bounded by the following traverse:

Commencing at the North quarter corner of said Section 3, Township 33 North, Range 109 West of the 6th P. M., and proceeding therefrom South 89° 50' East a distance of 666.1 feet to a point;

Thence South 836.0 feet to a point which said point is the initial or beginning point of this traverse;

Thence South a distance of 418 feet to a point;

Thence North 89° 29' East a distance of 620.4 feet to a point;

Thence North 00° 12' West a distance of 415.2 feet to a point;

Thence South 89° 41' West a distance of 618.7 feet to the said initial point;

TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights, situate thereon or appurtenant thereto and together with all buildings and improvements situate thereon or appurtenant thereto, BUT SUBJECT, NEVERTHELESS, to the provisions of United States patents.

The Mortgagors jointly and severally 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 SIXTY FIVE THOUSAND ($65,000.00) 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 therein, 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

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become due and payable, and the Mortgagee and 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 shall pay all sums due hereunder, together with all costs of sale and foreclosure and attorney fees, as provided in said Promissory Note;

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

DATED this 16th day of March, 1981.

CHARLES G. TAYLOR

ARLETTE J. TAYLOR

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by CHARLES G. TAYLOR and ARLETTE J. TAYLOR this 16th day of March, 1981.

WITNESS my hand and official seal.

Notary Public

My commission expires:

183930

REAL ESTATE MORTGAGE

RECORDED MARCH 26TH 1981 9:30 AM
IN BOOK 33 Misc PAGE 586
FEES 8.00 Carol Hall COUNTY CLERK
SUBLETTE COUNTY CLERK Arlene Mae

KNOW ALL MEN BY THESE PRESENTS:

That CHARLES G. TAYLOR and ARLETTE J. TAYLOR, husband and wife, Mortgagors, of Pinedale, Sublette County, State of Wyoming, to secure the payment of SIXTY FIVE THOUSAND ($65,000.00) DOLLARS due on demand with interest from the 16th day of March, 1981, at the rate of EIGHTEEN (18%) PERCENT per annum, evidenced by one Promissory Note of even date herewith, do hereby mortgage to STATE BANK OF BIG PINEY, WYOMING 83113, the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

A tract of land located in the NW/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 which lies S 07° 57' 52" E, a distance of 579.66 feet from the corner common to Sections 27, 28, 34 and 35;

Thence S 00° 02' E, a distance of 1872.31 feet;

Thence N 49° 11' 05" E, a distance of 1301.09 feet;

Thence N 44° 59' 48" W, a distance of 312.68 feet;

Thence N 13° 17' 37" W, a distance of 169.97 feet;

Thence N 01° 02' 14" E, a distance of 105.59 feet;

Thence N 10° 33' 31" W, a distance of 184.21 feet;

Thence N 61°07' 23" W, a distance of 160.69 feet;

Thence N 80° 49' 25" W, a distance of 136.77 feet;

Thence N 60° 19' 58" W, a distance of 77.40 feet;

Thence N 22° 36' 40" W, a distance of 82.98 feet;

Misc. Bk 1 Pg 1135
5-5-C

Thence N 14° 26' 04" W, a distance of 164.74 feet;

Thence N 59° 42' 38" W, a distance of 94.17 feet;

Thence S 56° 32' 39" W, a distance of 110.57 feet;

Thence S 82° 09' 41" W, a distance of 101.78 feet;

Thence N 57° 10' 49" W, a distance of 3.98 feet to the point of beginning;

TOGETHER WITH all water and water rights, ditch and ditch rights and reservoir rights situate thereon or appurtenant thereto, BUT SUBJECT TO the provisions of United States patents;

ENCOMPASSING an area of 25.00 acres, more or less.

The Mortgagors jointly and severally 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 SIXTY FIVE THOUSAND ($65,000.00) 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 therein, 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 and 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 shall pay all sums due hereunder, together with all costs of sale and foreclosure and attorney fees, as provided in said Promissory Note;

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

DATED this 16th day of March, 1981.

CHARLES G. TAYLOR

ARLETTE J. TAYLOR

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by CHARLES G. TAYLOR and ARLETTE J. TAYLOR this 16th day of March, 1981.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Also Lot A-14 Bk 11 pg 513
A-3 " " 514
A 29 " " 541
A 30 Bk 10 pg 16
B-1 Bk 12 pg 462

Ptl. Rlse Book 12 - Page 495
Ptl Rlse Book 12 - page 589 no!
Ptl. Rlse Book 12 Page 613, 615, 617 = A11, A12, A23
Ptl. Rlse Book 13, Pg 212
not 1
Ptl. Rlse. Bk. 14 Pg 476
312 = Lot A-30

589

183069

RECORDED March 31 1981 3:30 P.M.
IN BOOK 33 PAGE 587
FEES $ Exempt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lee

MORTGAGE

This mortgage made this 1st day of March, 1981, by and between Frederick G. Petersen and Susan J. Petersen, husband and wife, and James P. Petersen and Sandra Petersen, husband and wife, and Boulder Lake Country Estates, Inc., as Mortgagors, and Delpark Oil Company, Inc., with its office located in the County of Sublette, State of Wyoming, as Mortgagee:

WITNESSETH, that the Mortgagors to secure the payment of a sum of One Hundred Thirty-Nine Thousand Ninety-Three and 54/100 Dollars ($139,093.54) with a rate of interest at Two Percent (2%) above the average Chase Manhattan prime rate, all as clearly stated in the Note executed by the Mortgagors and payable to the Mortgagee, do hereby mortgage the following described real estate situated in Sublette County, State of Wyoming, to-wit:

1. Lot 26, Boulder Lake Country Estates, First Filing, Sublette County, Wyoming in the name of Frederick G. Peterson.

2. Lots 31, 32, 33, Boulder Lake Country Estates, First Filing, Sublette County, Wyoming, in the names of Frederick G. Peterson and James P. Peterson.

3. Lots 3A, 7A, 9A, 10A, 11A, 12A, 14A, 16A 17A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, 29A, 30A, 31A, 32A, Amended Boulder Lake Country Estates, Unit A, Fourth Filing, Sublette County, Wyoming, in the name of Boulder Lake Country Estates, Inc.

4. Lots 33A, 34A, 35A, 36A, 37A, 38A, 39A, 40A, 41A, 42A 43A, 44A, 45A, 46A, 47A, 48A, 49A, 50A, 51A, 52A, 53A, 54A, 55A, 56A, 57A, 58A, 59A, 60A, 61A, Boulder Lake Country Estate, Unit A, Fourth Filing, and Lots 1B, 2B, 3B, Boulder Lake Country Estates, Unit B, Fourth Filing, Sublette County, Wyoming, in the name of Boulder Lake Country Estates, Inc.

5. All of H.E.S. 159 located in Sections 3 and 10, Township 33 North, Range 107 West of the 6th P.M., Sublette County, Wyoming, EXCEPTING THEREFROM the Boulder Lake Country Estates, First, Second, Third, Fourth and Amended Fourth Filings, in the names of Frederick G. Petersen, doing business as Boulder Lake Ranch.

6. Lot 12 of the Highland View Estates, Sublette County, Wyoming.

This is a Second Mortgage subject to a First Mortgage between Frederick G. Peterson and Susan J. Peterson, husband and wife, James P. Peterson and Sandra Peterson, husband and wife, and

Boulder Lake Country Estates, Inc., as Mortgagors and First National Bank of Pinedale, Pinedale, Wyoming, as Mortgagee, to secure the original principal of $586,508.42 recorded on September 29, 1976, in Book 28 of Mortgages, Page 234, in the Office of the County Clerk of Sublette County, Wyoming.

Mortgagee agrees to release from the lien of this mortgage any of the foregoing lots upon the payment to mortgagee of the sum of $4000.00 per lot.

The Mortgagors agree to pay all taxes and assessments on said premises during the life of this mortgage; and in case Mortgagors do not, the Mortgagee may pay said taxes and all amount so paid 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, then the whole indebtedness herein secured shall become due and payable, and the Mortgagee may proce pursuant to law, to foreclose on said property and in case of fore closure, the Mortgagors hereby agree to pay all costs of the same, including reasonable attorney's fees.

Dated this 1st day of March, 1981.

Frederick G. Petersen

Frederick G. Petersen

Susan J. Petersen
by Frederick G. Petersen attorney in f

Susan J. Petersen by Frederick G. Petersen attorney in fact

James P. Petersen
by Frederick G. Petersen attorney in f

James P. Petersen by Frederick G. Petersen attorney in fact

Sandra Petersen
by Frederick G. Petersen attorney in

Sandra Petersen by Frederick G. Petersen attorney in fact

BOULDER LAKE COUNTRY ESTATES, INC.

BY: Frederick G. Petersen
President

ATTEST:

William Hackett
Secretary

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STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Frederick G. Petersen personally and as president of Boulder Lake Country Estates, Inc., and as attorney in fact for Susan J. Petersen, James P. Petersen, and Sandra Petersen this 1st day of March, 1981.

Witness my hand and official seal.

Emma Lee Waight
Notary Public

My Commission expires:

My Commission expires February 14, 1983

400-1-354146

[redacted] [redacted] [redacted]

WCDA Mortgage
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 30th day of March ,

19 81 , Franklin George Smith and Shirley Bibeau Smith, husband and wife who,

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

21 W. Magnolia, Pinedale, Wyoming 82941 hereby MORTGAGES

to MORTGAGEE, namely: RAINIER MORTGAGE COMPANY

whose address is P. O. Box C-34040, Seattle, WA 98124

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

Lot 6 and Lot 7 except the North 35 feet thereof, Block 7, Patterson 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 THIRTY-NINE THOUSAND FIVE HUNDRED AND NO/100---------- DOLLARS

($ --39,500.00---) with interest at the rate of Eleven and seven-eighths per centum (---11.875--- %) 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 FOUR HUNDRED TWELVE AND 38/100---------- DOLLARS

($ --412.38---), commencing on the 1st day of May , 1981 , 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 ,

2006 . 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.

183974

RECORDED March 31 1981 4:00 P.
IN BOOK 33 Mtg
PAGE 592
592

NOTICE: The property may be freely sold, assigned, or transferred to anyone provided, however, that in the event of any sale, assignment or other transfer to any person who is not an eligible borrower under the rules and regulations of the Wyoming Community Development Authority ("WCDA"), or if the borrower (mortgagor) ever fails to occupy the property as his or her principal place of residence, the rate of interest payable on the debt shall be 14.00 % (insert maximum permitted FHA/VA interest rate as of the date the loan is closed) per annum, and the monthly installments to principal and interest shall be adjusted to reflect this interest rate, effective on the date the lender provides notice of the new rate to that person. An eligible borrower is defined in the rules and regulations of WCDA as persons and families whose adjusted gross aggregate family income does not exceed the maximum income levels established by the Authority by resolution. A lender may not apply a definition of an eligible borrower which is more restrictive than the definition of an eligible borrower in effect on the date this mortgage is executed.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) the day and year first above-written.

Franklin George Smith — Mortgagor

Shirley Bibeau Smith — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 30th day of March , 1981 , before me personally appeared Franklin George Smith and Shirley Bibeau Smith , 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 R. ADAMS - Notary Public
County of Sublette
State of Wyoming
My Commission expires July 28, 1984

Edwin R. Adams
Notary Public

My commission expires on the 28th day of JULY , 1984 .

[redacted] [redacted] [redacted]

T[illegible]on 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 7-21-80)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by RICHARD A. WILSON and CHERYL L. WILSON, husband and wife,

residing in Sublette County, Wyoming, whose post office address is O. Box 83, Boulder, Wyoming, 82923, 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*
4/2/81	44,100.00	13%	4/2/2014

(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 13 Block 6 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 Protecrive Covenants for Redstone First and Second Additions to the Town of Pinedale filed 3/28/78 in Book 33 of Miscellaneous, page 678, office of the County Clerk.

579 Released BK. 14 Rel. @ Pg. 256

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 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.

[redacted] keep the property ir[illegible]d as requi[illegible] under insurance policie[illegible] proved by [redacted] [illegible]ument and, at its [redacted] deliver such policies to [illegible]e Governme[illegible] [redacted]

(9) To maintain improvements in good repa[illegible] an[illegible]ke 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 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 under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

(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.

183984

RECORDED April 2 1981 11:30 AM
IN BOOK 33 Misc PAGE 594
FEES $ 10.00 Paid COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Donna E. Sievers

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 2nd day of April, 1981.

Richard A. Wilson
Richard A. Wilson
Cheryl L. Wilson
Cheryl L. Wilson

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Richard A. Wilson and Cheryl L. Wilson, this 2nd day of April, 1981.

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

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Wyoming Bank N.A. Kemmerer, a corporation organized and existing under the Laws of the United States, 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 James R. Rugh A single man

and appears recorded in book 33 Mtg. of mortgages, beginning on page 547 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot Eleven (11), Block Four (4), Redstone First Addition To The Town Pinedale, Sublette County, Wyoming

184029

RECORDED this 6 day of April 19 81 at 11:22 A.M.
BOOK 33 Mtg. PAGE 547
COUNTY CLERK
PINEDALE, 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 3rd day of April, 19 81.

By

Attest Vice President
Title

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

The foregoing instrument was acknowledged before me by Robert D. Gregg

this 3rd day of April, 19 81

Witness my hand and official seal. Joan Jellum Notary Public County of Lincoln, Wyoming My Commission Expires Oct. 1, 1984

My Commission expires: 10-1-84

Title of Officer

3/80

598

REAL ESTATE MORTGAGE DEED WITH RELEASE OF HOMESTEAD

599

Released BK 17 Pg 148

MORTGAGOR(S): [illegible]

[illegible] Richard [illegible] Nancy M. [illegible] of Evanston, [illegible]

Box 765 Tyler Street Pinedale Wyoming 82941 Rock Springs WYOMING

WITNESSETH, that Mortgagor(s), does mortgage, grant, bargain, sell, and convey, unto Mortgagee, its successors or assigns the following described Real Estate in the county of Sublette, State of Wyoming, to-w

184038

RECORDED April 6 1981 AT 9:30 o'clock A.M. IN BOOK 3 MTG PAGE 599 COUNTY CLERK

LOT NUMBERED THREE (3) AND THE NORTH ½ OF LOT NUMBERED FOUR (4) IN BLOCK TWENTY-FIVE (25), COOLLY FIFTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

together with all buildings and improvements, additions and alterations, now or hereafter erected thereon and the hereditaments and appurtenances pertaining to the property above described, and all streets, lanes, alleys, passageways, rights, liberties, licenses and privileges including water and mineral rights, belonging to or in any way pertaining thereto, all of which are hereafter referred to as the "premises".

TO HAVE AND TO HOLD the above-described premises, with the appurtenances unto the said Mortgagee, its successors and assigns, forever for the purposes and uses herein set forth free from all rights and benefits under any Homestead Laws, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein. (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "promissory note") dated March 27, 1981, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of $ 22,021.90; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum amount of $25,000; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, [illegible] all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) To keep said premises insured [illegible] fire and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in [illegible] such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expenses [illegible] shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In case of loss Mortgagor will give immediate notice by mail to the Mortgagee, who 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 the Mortgagee instead of to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance as provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor, (b) pay all said taxes and assessments without determining the validity thereof; and (c) Such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting said premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any building which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished thereto. That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgage, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof without releasing or affecting the personal liability of any person or the priority of this Mortgage, and that he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagor shall fail or neglect to pay installments on said Promissory Note as [illegible] may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right and power immediately to foreclose this Mortgage and to sell the property hereinabove described by advertisement and sale, as provided by the statutes of the State of Wyoming, or foreclose this Mortgage by court action, and from the rent, issues and profits, if any are received by it, and out of the proceeds of any sale of the mortgaged premises, the Mortgagee shall pay all costs of foreclosure and sale, including reasonable attorney's fees, to the extent permitted by law, and apply the balance to the payment of all sums due hereunder.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s), if a signer of the Promissory Note, shall be liable for any deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

(3) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(5) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is hereby granted, or any other right that the Holder [illegible] have.

[illegible]

(6) By acceptance of any sum accrued hereby after its [redacted] Mortgagee does not waive its right either [redacted] prompt payme when due of all other [illegible] so secured or to declare default for [illegible] pay. If Mortgagor shall pay said Promissory Note at the time and the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall null and void.

(7) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the par hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(8) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(9) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensati awards, other payments therefor and apply the same on said indebtedness.

(10) If any of the undersigned is a married person, he represents and warrants that this instrument has been executed in his behalf, a for his sole and separate use and benefit and that he has not executed the same as surety for another.

(11) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself a family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or the Unit States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and t undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficie amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption may be set apart in bankruptcy, to the extent permitted by law.

(12) This Mortgage shall be construed according to the laws of the State of Wyoming.

(13) It is agreed that the loan hereby secured is made subject to the Wyoming Uniform Consumer Credit Code and shall be considered for purposes a Supervised Consumer Loan.

DATE OF MORTGAG
March 27, 1981

WITNESS the hand and seal of the Mortgagor, the day and year first written.

* _____ (SEAL)
Karen K. Watera (Witness)

* _____ (SEAL)
(Witness)

* _____ (SEA
Richard R. Zeigler (Mortgagor)

* _____ (SEA
Nancy M. Zeigler (Mortgagor)

*Please type or print name under signatures.

STATE OF WYOMING
} ss:
COUNTY OF Sublette

I, EDWIN R. ADAMS, a notary public, in and for the county and St
aforesaid, Do hereby Certify That Richard R. Zeigler
Nancy M. Zeigler, his wife, personally known to me to be the same pers
whose names are subscribed to the foregoing instrument, appeared before me this
in person and acknowledged that they signed, sealed, and delivered the said instrument
their free and voluntary act for the uses and purposes therein set forth, includ
the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 27 day March, A.D. 19

My Commission expires July 28, 1984

EDWIN R ADAMS Notary Public
County of Sublette
State of Wyoming
My Commission expires July 28, 1984

Edwin R. Adams
NOTARY PUBLIC

This Mortgage must be recorded

MORTGAGE

FROM

TO

STATE OF WYOMING
} ss.
County,

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

REGISTRATION FEE

Indebtedness $ ___ Fee $ ___
is ___ day of ___, 19 ___
No. ___

County Clerk, and Ex-Officio Register of Deeds.

By ___ Deputy Clerk

600

Released R.C. 15 Rel. & P.J. 4/68

601

SUBORDINATE MORTGAGE

This mortgage, made this 31st day of MARCH, 1981, by and between Jack N. Cain, of the county of Sublette, state of Wyoming, Mortgagor, and Richard R. Zeigler, of the county of Sublette, state of Wyoming, Mortgagee:

Witnesseth, that the Mortgagor to secure the payment of a promissory note in the sum of Thirty-six Hundred Dollars ($3,600.00), with interest at Fifteen Percent (15%) per annum, due and payable in Thirty-six (36) monthly installments, the first of which is due on or before the Fifteenth day of March, 1981, all as clearly stated in the aforesaid promissory note, executed by the Mortgagor and payable to the Mortgagee, does hereby mortgage the following described real estate situated in Sublette County, state of Wyoming, to-wit:

> Lot Twelve (12) Block Two (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;
> 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 33 of Miscellaneous at page 678.

The Mortgagor agrees to pay all taxes and assessments on said premises and to keep any buildings thereon insured in a sum which is equal to the replacement value thereof during the life of this Mortgage; and in case Mortgagor does not, the Mortgagee may insure said building or buildings and pay said taxes and all amounts so paid shall be added to and considered as part of the above indebtedness hereby secured. In the event of default in payment of any one or more of the monthly installments, the whole of the balance of the principle sum and accrued interest shall become due and payable at the option of the holder, and shall incur interest at the rate of Fifteen Percent (15%) per annum, and the Mortgagee may proceed, pursuant to law, to foreclose on said property and in case of foreclosure, the

184056

Recorded 4/1/81 at 3:3 PM
Book 3 of Misc. Page 661
COUNTY CLERK
WYOMING

Mortgagor hereby agrees to pay all costs of the same, including reasonable attorney's fees.

This mortgage is subject and subordinate to a "Master Form Mortgage" dated the Eighth day of May, 1980, recorded against the hereinbefore described real estate on May 13th, 1980, said Mortgage reflecting the names of Jack N. Cain and Linda K. Cain, husband and wife, as Mortgagors and First Security Bank of Rock Springs, as Mortgagee, said Mortgage being recorded to secure the payment of the principle sum of Forty-nine Thousand Dollars ($49,000.00) with interest at the rate of 7.875 % per annum as evidenced by a Promissory Note of even date to the order of the Mortgagee, said principle sum and interest being payable in monthly installments of Three Hundred Fifty-five Dollars and Thirty Cents ($355.30), commencing on the first day of June, 1980, and continuing on the first day of each month thereafter until said Note is paid in full. That the aforesaid "Master Form Mortage" appears recorded in Book 32 of Mortgages, being on Page 618 in the office of the County Clerk of Sublette County, Wyoming. Furthermore, on May 13th, 1980, an "Assignment of Mortgage" was caused to be recorded by the First Security Bank of Rock Springs, Post Office Box 1319, Rock Springs, Wyoming, 82901, assigning the hereinbefore stated "Master Form Mortgage" to the Wyoming Community Development Authority, its successors and assigns. Said "Assignment of Mortgage" is dated the Eighth day of May, 1980, and appears recorded in Book 32 of Mortgages, beginning on Page 620 in the office of the County Clerk of Sublette County, Wyoming.

Mortgagor hereby relinquishes, releases and waives all rights under and by virtue of the homestead laws of the state of Wyoming.

Dated this 31st day of March, 1981.

Jack N. Cain
JACK N. CAIN

603

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Jack N. Cain this 31st day of March, 1981

Witness my hand and official seal.

Notary Public

My Commission Expires:

My Commission expires February 13, 1982

#81089 [redacted] [redacted] [redacted]

MORTGAGE

THIS MORTGAGE is made this 6th day of April, 19 81, between the Mortgagor, Ralph J. Smith and Gail Smith (herein "Borrower"), and the Mortgagee, Fossil Butte National Bank, a corporation organized and existing under the laws of the State of Wyoming, whose address is P. O. Box 512, Kemmerer, Wy. 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty one thousand and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated (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 13, 1996;

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 4, BLOCK 3, BALL FIRST ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY,

WYOMING

184060

RECORDED April 7th 19 81 11:30 A M
IN BOOK 33 Mtg PAGE 604
FEES $ 10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

which has the address of [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.

Released BK. 14 Rel. Pg. 1

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 [redacted] agreement or applicable law. Borrower [redacted] the amount of all mortgage insurance [redacted] as 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.

Ralph J. Smith —Borrower

Gail Smith —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this April 6th, 1981 by
(date)

Ralph J. Smith and Gail Smith
(person acknowledging)

My Commission expires:
September 10, 1984

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

Second [redacted]
MORTGAG[redacted]—FORM NO. 4½ [redacted] THE N[redacted] CRIBAN 141302

SECOND
MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JIM BUSTON and KAY PFISTERER BUSTON, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Fifteen Thousand and No/100 - - -($15,000.00) - - - Dollars, due 5 yrs. from date with interest from date at the rate of ten(10%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable at the rate of $318.72 per month, first payment due one month from date, and monthly thereafter until paid in full

do hereby mortgage to

PAUL H. ANSPACH

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:

Lots Eight (8), Nine (9) and Ten (10), Block Thirteen (13), Pines 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;

THIS IS A SECOND MORTGAGE and subject to that certain first mortgage dated December 22, 1972, by and between Paul H. Anspach and Nancy Anne Anspach, husband and wife, to Administrator of Veterans Affairs, an officer of the United States of America, securing the then principal sum of $21,000.00, with interest at the rate of 7% per annum, which said mortgage was recorded December 26, 1972, in Book 24 of Mortgages at page 337 and which mortgage was assigned to Palomar Financial, 2022 Camino del Rio, North San Diego, CA 92108, filed for record September 11, 1975, recorded in Book 27 of Mortgages, page 122, with a present balance of $ 17,584.95.

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 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 2nd day of April A. D. 19 81.

In the presence of

Jim Buston

Kay Pfisterer Buston

608 Rlsd Bk 111 Pg 564

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Jim Buston and Kay Pfisterer Buston, this 7th day of April, 19 81.

Witness my hand and official seal.

Donna E. Sievers
Signature
Notary Public
Title of Officer

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

My Commission Expires: 4/22/82

184071

RECORDED April 8 19 81 3:30 P M
IN BOOK 33 Misc PAGE 608
FEES $ 6.00 Kenneth York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

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]

COUNTERPART NO 1 of 2

PACIFIC POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

(formerly Guaranty Trust Company of New York)

AND

R. E. SPARROW

(successor to Oliver R. Brooks and Wesley L. Baker),

As Trustees under Pacific Power & Light
Company's Mortgage and Deed of
Trust, Dated as of July 1, 1947

Thirty-sixth Supplemental Indenture

Dated as of March 1, 1981

184076

RECORDED Sept. 9 1981 8:40 AM
IN BOOK 23 Misc PAGE 610
FEES $ 42.00 Nancy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

THIRTY-SIXTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of March, 1981, made and entered into by and between PACIFIC POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Public Service Building, Portland, Oregon 97204 (hereinafter sometimes called the Company), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a New York trust company, whose post office address is 23 Wall Street, New York, N. Y. 10015 (hereinafter sometimes called the Corporate Trustee), and R. E. SPARROW (successor to Oliver R. Brooks and Wesley L. Baker), whose post office address is 496 Dorchester Road, Ridgewood, New Jersey 07450 (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of July 1, 1947 (hereinafter called the Mortgage), executed and delivered by Pacific Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called the Thirty-sixth Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage was or is to be recorded in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Thirty-sixth Supplemental Indenture is to be recorded; and

WHEREAS by the Mortgage the Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired, made or constructed and intended to be subject to the lien thereof; and

WHEREAS the Company executed and delivered to the Trustees its Supplemental Indentures as follows:

	Dated as of		Dated as of
First	April 1, 1950	Nineteenth	December 15, 1967
Second	March 1, 1952	Twentieth	May 1, 1969
Third	September 1, 1952	Twenty-first	November 1, 1969
Fourth	April 1, 1954	Twenty-second	July 1, 1970
Fifth	August 1, 1954	Twenty-third	February 1, 1971
Sixth	October 1, 1955	Twenty-fourth	October 1, 1971
Seventh	January 1, 1957	Twenty-fifth	October 1, 1972
Eighth	September 1, 1957	Twenty-sixth	January 1, 1974
Ninth	January 1, 1958	Twenty-seventh	October 1, 1974
Tenth	July 1, 1958	Twenty-eighth	May 1, 1975
Eleventh	September 1, 1960	Twenty-ninth	January 1, 1976
Twelfth	June 22, 1961	Thirtieth	July 1, 1976
Thirteenth	April 1, 1962	Thirty-first	December 1, 1976
Fourteenth	December 1, 1962	Thirty-second	January 1, 1977
Fifteenth	April 1, 1963	Thirty-third	November 1, 1977
Sixteenth	August 1, 1963	Thirty-fourth	April 1, 1979
Seventeenth	October 1, 1964	Thirty-fifth	October 1, 1980;
Eighteenth	October 1, 1965		

and

WHEREAS the First through Thirty-fifth Supplemental Indentures were or are to be filed for record and were or are to be recorded and indexed as a mortgage of both real and personal property in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Thirty-sixth Supplemental Indenture is to be recorded; and

WHEREAS an instrument, dated as of March 12, 1958, was executed by the Company appointing Wesley L. Baker as Co-Trustee in succession to said Oliver R. Brooks, resigned, under the Mortgage and by Wesley L. Baker accepting the appointment as Co-Trustee under the Mortgage in succession to the said Oliver R. Brooks, which instrument was or is to be

recorded in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Thirty-sixth Supplemental Indenture is to be recorded; and

WHEREAS in the Twenty-first Supplemental Indenture, Wesley L. Baker resigned as Co-Trustee and R. E. Sparrow was appointed successor Co-Trustee; and

WHEREAS in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and

WHEREAS the Company has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, bonds entitled and designated First Mortgage Bonds, of the Series and in the principal amounts as follows:

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
1. First—3¼%	1977	$38,000,000	$ 0
2. Second—3%	1980	9,000,000	0
3. Third—3⅝%	1982	12,500,000	12,500,000
4. Fourth—3¾%	9/1/1982	7,500,000	7,500,000
5. Fifth—3⅜%	1984	8,000,000	8,000,000
6. Sixth—3½%	8/1/1984	30,000,000	30,000,000
7. Seventh—3⅝%	1985	10,000,000	10,000,000
8. Eighth—5⅜%	1987	12,000,000	0
9. Ninth—5¾%	9/1/1987	20,000,000	0
10. Tenth—4¼%	1988	15,000,000	15,000,000
11. Eleventh—4⅜%	7/1/1988	20,000,000	20,000,000
12. Twelfth—5⅛%	1990	20,000,000	20,000,000
13. Thirteenth—4¾%	1992	35,000,000	35,000,000
14. Fourteenth—4½%	12/1/1992	32,000,000	32,000,000
15. Fifteenth—3⅝%	11/1/1974	11,434,000	0
16. Sixteenth—3⅝%	4/1/1978	4,500,000	0
17. Seventeenth—3⅜%	8/1/1979	4,951,000	0
18. Eighteenth—4⅛%	6/1/1981	5,849,000	5,849,000
19. Nineteenth—4⅛%	10/1/1982	6,157,000	6,157,000
20. Twentieth—3¾%	3/1/1984	8,659,000	8,659,000
21. Twenty-first—4⅜%	5/1/1986	14,454,000	14,454,000
22. Twenty-second—4⅝%	1993	30,000,000	30,000,000
23. Twenty-third—4⅝%	1994	30,000,000	30,000,000
24. Twenty-fourth—5%	1995	30,000,000	30,000,000
25. Twenty-fifth—8%	1999	25,000,000	25,000,000
26. Twenty-sixth—8¾%	11/1/1999	20,000,000	20,000,000
27. Twenty-seventh—9⅝%	2000	25,000,000	25,000,000
28. Twenty-eighth—7⅞%	2001	40,000,000	40,000,000
29. Twenty-ninth—8%	10/1/2001	35,000,000	35,000,000
30. Thirtieth—7¾%	2002	30,000,000	30,000,000
31. Thirty-first—8⅜%	2004	60,000,000	60,000,000
32. Thirty-second—9⅞%	1983	70,000,000	70,000,000
33. Thirty-third—10¾%	1990*	60,000,000	60,000,000
34. Thirty-fourth—10%	2006	75,000,000	75,000,000
35. Thirty-fifth—7¾%	7/1/2006	35,000,000	35,000,000
36. Thirty-sixth—8⅝%	12/1/2006	50,000,000	50,000,000
37. Thirty-seventh—6⅜%	1/1/2007	17,000,000	17,000,000
38. Thirty-eighth—8⅞%	11/1/2007	100,000,000	100,000,000
39. Thirty-ninth—10¼%	2009	100,000,000	100,000,000
40. Fortieth—14¾%	2010	50,000,000	50,000,000

* Due 1985 upon exercise of option by holder.

WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds, if any, of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such series may also contain such provisions not inconsistent with the provisions of the Mortgage, as supplemented, as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage, as supplemented; and

WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, as supplemented, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may (in lieu of establishment by Resolution as provided in Section 8 of the Mortgage) establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage, as supplemented, shall be situated; and

WHEREAS the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 120 of the Mortgage) to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS the execution and delivery by the Company of this Thirty-sixth Supplemental Indenture, and the terms of the bonds of the Forty-first

Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That Pacific Power & Light Company, in consideration of the premises and of One Dollar ($1) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect, and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the lien of the Mortgage on certain after acquired property, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto R. E. Sparrow and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York, as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Thirty-fifth Supplemental Indenture, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (I) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including the properties described in Article IV hereof, and including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or

other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas, and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wheresoever situated.

And the Company does hereby confirm that the Company will not cause or consent to a partition, either voluntarily or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common, except as permitted by and in conformity with the provisions of the Mortgage and particularly of Article XI thereof.

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforementioned property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of subsection (I) of Section 87 of the Mortgage, all the property, rights and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, and as fully embraced within the lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of the Mortgage, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business; fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the Company's contractual rights or other interest in or with respect to tires not owned by the Company; (4) the last day of the term of any lease or leasehold which may be or become subject to the lien of the Mortgage; (5) electric energy, gas, steam, water, ice, and other materials or products generated, manufactured, stored, produced, purchased or acquired by the Company for sale, distribution or use in the ordinary course of its business; all timber, minerals, mineral rights and royalties and all Natural Gas and Oil Production Property, as defined in Section 4 of the Mortgage; and (6) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent

permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto R. E. Sparrow and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York, as Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as heretofore supplemented, this Thirty-sixth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as heretofore supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustees by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successor or successors in such trust under the Mortgage, as follows:

ARTICLE I.

Forty-first Series of Bonds.

SECTION 1. There shall be a series of bonds designated "15⅝% Series due 1991" (herein sometimes referred to as the "Forty-first Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which shall be established by Resolution of the Board of Directors

of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Forty-first Series shall mature on March 1, 1991 and shall be issued as fully registered bonds in the denomination of One Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of fifteen and five-eighths per centum (15⅝%) per annum, payable semi-annually on September 1 and March 1 of each year; and the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Bonds of the Forty-first Series shall be dated as in Section 10 of the Mortgage provided.

Section 10 of the Mortgage (as heretofore amended) is hereby further amended by inserting the following provision at the end thereof:

"Notwithstanding the foregoing, the person in whose name any bond of the 15⅝% Series due 1991 (hereinafter called the "Forty-first Series") is registered at the close of business on any record date for the Forty-first Series (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date (except that in case of any redemption of bonds as provided for herein on a date subsequent to the record date for the Forty-first Series and prior to such interest payment date, interest on such redeemed bonds shall be payable only to the date fixed for redemption thereof and only against surrender of such bonds for redemption in accordance with the notice of such redemption) notwithstanding the cancellation of such bond upon any transfer or exchange thereof subsequent to the record date for the Forty-first Series and prior to such interest payment date, except if, and to the extent that, the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding bonds of the Forty-first Series are registered on the day immediately preceding the date of payment of such defaulted interest. Any bond of the Forty-first Series issued upon any transfer or exchange subsequent to the record date for the Forty-first Series for any interest payment date and prior to such

[redacted] [redacted] [redacted]

interest payment date shall bear interest from such interest payment date. The term 'record date for the Forty-first Series' as used with respect to any interest payment date shall mean the fifteenth day of the calendar month next preceding such interest payment date."

The Company reserves the right to establish, at any time, by Resolution of the Board of Directors of the Company a form of coupon bond, and of appurtenant coupons, for the Forty-first Series and to provide for exchangeability of such coupon bonds with the bonds of the Forty-first Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(1) Bonds of the Forty-first Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, in whole at any time, or in part from time to time, prior to maturity, upon notice as provided in Section 52 of the Mortgage mailed at least thirty (30) days prior to the date fixed for redemption, at the following General Redemption Prices, expressed in percentages of the principal amount of the bonds to be redeemed:

General Redemption Prices

If redeemed during the twelve months ending on the last day of February,

1982	115.25%	1986	107.63%	1989	101.91%
1983	113.35	1987	105.72	1990	100.00
1984	111.44	1988	103.82	1991	100.00
1985	109.54				

in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Forty-first Series shall be redeemed prior to March 1, 1986, at a General Redemption Price, if such redemption is for (1) the purpose, or in anticipation, of refunding such bond of the Forty-first Series through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (calculated in accordance with acceptable financial practices) of less than 15.85% per annum; or (2) the purpose of retirement of such bond through

application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39 of the Mortgage; or (3) the purpose of retirement of such bond through application of proceeds deposited with the Corporate Trustee pursuant to the provisions of Section 64 of the Mortgage. Such restrictions are not applicable to any redemption at a Special Redemption Price.

(II) Bonds of the Forty-first Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 87 of the Mortgage or with the Proceeds of Released Property, at the Special Redemption Price equal to the principal amount of the bonds to be redeemed together with accrued interest to the date fixed for redemption.

(III) At the option of the registered owner, any bonds of the Forty-first Series, upon surrender thereof, for cancellation, at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

Bonds of the Forty-first Series shall be transferable, upon the surrender thereof, for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Forty-first Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Forty-first Series.

After the execution and delivery of this Thirty-sixth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as supplemented, it is contemplated that there shall be an initial issue of bonds of the Forty-first Series for the aggregate principal amount of Seventy-Five Million Dollars ($75,000,000).

ARTICLE II.

Replacement Fund Covenant—Other Related Provisions of the Mortgage—Dividend Covenant.

SECTION 2. Subsection (I) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by substituting "Fortieth or Forty-first" for "or Fortieth" and by substituting "Fortieth and Forty-first" for "and Fortieth" each time such words appear in said Section 39.

Subsection (III) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by inserting the words "Forty-first Series," before the words "Fortieth Series".

Clauses (d) and (e) of subsection (II) of Section 4 of the Mortgage, as heretofore amended, are hereby further amended by inserting the words "Forty-first Series," before the words "Fortieth Series" each time such words appear therein.

Clause (6) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Forty-first," before "Fortieth".

Clause (e) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Forty-first," before "Fortieth".

Section 29 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Forty-first," before "Fortieth" each time such word appears therein.

ARTICLE III.

Miscellaneous Provisions.

SECTION 3. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Forty-first Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 4. Subject to the amendments provided for in this Thirty-sixth Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Thirty-sixth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 5. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Thirty-sixth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVII of the Mortgage shall apply to and form part of this Thirty-sixth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Thirty-sixth Supplemental Indenture.

SECTION 6. Whenever in this Thirty-sixth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Thirty-sixth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 7. Nothing in this Thirty-sixth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Thirty-sixth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-sixth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 8. This Thirty-sixth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE IV.

Specific Description of Property.

The following described properties acquired subsequent to July 31, 1980, in the states of Oregon, California, Wyoming, Montana and Idaho, owned as of December 31, 1980 and used by the Company as sites for its plants, dams, reservoirs, substations, switching stations, office buildings and electric transmission and distribution facilities, or acquired and held for present or future use and development in connection with its electric utility, steam heating, and water supply systems, or for other purposes, as hereinafter indicated, respectively:

C—Electric Substations and Switching Stations

All of the following described real property in the states of Oregon, California, Wyoming and Montana, used by the Company in connection with the operation and maintenance of the electric substations and switching stations hereinafter designated, respectively:

C-389-Bowne Street Substation

In Klamath County, State of Oregon:

C-389 Item: A tract of land in Section 9, Township 39 South, Range 11 East, Willamette Meridian, described as follows:

Block 51, Bowne Addition, Town of Bonanza

C-390-Ager Substation

In Siskiyou County, State of California:

C-390 Item: A tract of land in Section 6, Township 46 North, Range 5 West, Mount Diablo Meridian, described as follows:

Commencing at the east quarter corner of said Section 6, thence north 60° 15′ 11″ west 1412.15 feet to the true point of beginning; thence south 2° 12′ 57″ west 325.04 feet to a point on the northerly right of way line of the Southern Pacific Railroad; thence along said northerly right of way line along an arc of a 673.14 foot radius curve to the right a distance of 240.88 feet; thence along a 991.55 foot radius curve right 77.88 feet; thence north 81° 18′ 04″ west 104.59 feet; thence north 5° 12′ 34″ east 130.08 feet; thence north 80° 16′ 14″ east 406.16 feet to the point of beginning.

C-391-South Trona Substation

In SWEETWATER County, State of WYOMING:

C-391 Item: A tract of land in Section 7, Township 18 North, Range 109 West, Sixth Principal Meridian, described as follows:

Beginning at a point from which the southeast corner of said Section bears south 31° 44′ 31″ east 1063.69 feet; thence north 89° 07′ 01″ west 400.0 feet; thence south 0° 52′ 59″ west 400.0 feet; thence south 89° 07′ 01″ east 400.0 feet; thence north 0° 52′ 59″ east 400.0 feet.

C-392-Trumbull Creek Substation

In FLATHEAD County, State of MONTANA:

C-392 Item: A tract of land in Section 1, Township 30 North, Range 21 West, Montana Principal Meridian, described as follows:

Beginning at the southwest corner of the southeast quarter of the southwest quarter of said Section 1; thence South 89° 04′ 07″ east and along the southerly boundary of the southeast quarter of the southwest quarter of said Section 1 a distance of 573.30 feet; thence north 00° 17′ 25″ west 230.00 feet; thence north 89° 04′ 07″ west 571.24 feet; thence south 00° 13′ 17″ west 230.00 feet to the point of beginning.

D—ELECTRIC TRANSMISSION LINES

All the following described transmission lines of the Company in the States of Oregon and Idaho, hereinafter enumerated and described as extending from plants or stations hereinabove described or other termini as indicated, to other designated plants, stations, or other termini as indicated below:

D-365 Line: From Midpoint Substation in JEROME County, State of IDAHO to Malin 500 KV Substation (C-299) in KLAMATH County, State of OREGON, including a tract of land used for right of way and described as follows:

D-365 Item: A tract of land in KLAMATH County, State of OREGON and in Section 26, Township 33 South, Range 13 East, Willamette Meridian, described as the south half of the west half of Lot 14, Block 14, Klamath Falls Forest Estates, Sycan Unit.

D-366 Line: From Malin 500 KV Substation (C-299) to Meridian Substation (C-375) in JACKSON and KLAMATH Counties, State of OREGON.

IN WITNESS WHEREOF, PACIFIC POWER & LIGHT COMPANY has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Senior Vice Presidents or Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. E. SPARROW has hereunto set his hand and affixed his seal, all as of the day and year first above written.

PACIFIC POWER & LIGHT COMPANY,

By R. E. LANZ
Vice President

Attest:
P. J. SIMPSON
Assistant Secretary

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

By P. J. CROOKS
Trust Officer

Attest:
THOMAS R. BOWEN
Assistant Secretary

R. E. SPARROW
R. E. SPARROW (L.S.)

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this 10th day of March 1981, before me, HARRY A. GENZALE, JR., a Notary Public in and for the State of New York, personally appeared R. F. LANZ and P. J. SIMPSON, known to me to be a Vice President and an Assistant Secretary, respectively, of Pacific Power & Light Company, a Maine corporation, who did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

HARRY A. GENZALE, JR.
Notary Public
Harry A. Genzale, Jr.
Notary Public, State of New York
No. 43-6488135 Richmond County
Certificate filed in New York County
Term expires March 30, 1982

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this 10th day of March, 1981, before me, WILLIAM A. FEENEY, a Notary Public in and for the State of New York, personally appeared P. J. CROOKS AND THOMAS R. BOWEN, known to me to be a Trust Officer and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York trust company, who did say that the seal affixed to the foregoing instrument is the corporate seal of said company and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[SEAL]

WILLIAM A. FEENEY
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-6251746
Commission Expires March 30, 1982

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this 10th day of March, 1981, before me, WILLIAM A. FEENEY, a Notary Public in and for the State of New York, personally appeared R. E. SPARROW, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed this instrument as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[SEAL]

WILLIAM A. FEENEY
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-6251746
Commission Expires March 30, 1982

630 Misc Bk 11 Pg 260

MORTGAGE

THIS MORTGAGE is made this 9th day of April, 19 81, between the Mortgagor, John J. Jelouchan, a single man and Frank J. Jelouchan & Arlie Jelouchan, Husband & 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, WY 82901 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY FOUR THOUSAND EIGHT HUNDRED DOLLARS AND NO/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated April 9, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 9, 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 8, BLOCK 4, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

184106

RECORDED June 10 19 81 4:30 P M
IN BOOK 33 Misc PAGE 630
FEES $ 10.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Chase

which has the address of [redacted] (Street), Pinedale (City),
WY (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.

John J. Jelouchan —Borrower

Arlie Jelouchan Frank J. Jelouchan —Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this April 9, 1981 (date) by

John J. Jelouchan, a single man and Frank J. Jelouchan and Arlie Jelouchan, Husband and Wife (person acknowledging)

My Commission expires: August 8, 1983

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

634

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GLENN CROFUTT and SHIRLEE CROFUTT, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Forty-one Thousand and No/100 ($41,000.00)- - - - - Dollars, due 10/1/81 with interest from 3/23/81 at the rate of eighteen (18%) 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:

See Schedule "A" attached.

184122

RECORDED August 13 1981 2:00 P M
IN BOOK 33 Mtg PAGE 634
FEES $8.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Lewis

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 23rd day of March A. D. 1981.

In the presence of

Glenn Crofutt

Shirlee Crofutt

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Glenn Crofutt and Shirlee Crofutt, this 23rd day of March, 1981.

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

By Deputy Clerk

No. Fees, $.

County Clerk and Ex-Officio Register of Deeds.

Form No. 1056.4
ALTA Policy Forms

SCHEDULE "A"

The land referred to in this policy is situated in the State of Wyoming
County of Sublette and is described as follows:

ALL THAT PART OF THE NW¼SE¼ AND OF THE SW¼NE¼ AND OF THE SE¼NW¼ OF SECTION 29, T. 38 N., R. 113 W., 6TH P.M. LYING NORTH AND EAST OF THE U.S. HIGHWAY NO. 187, described as follows:

Beginning at the NE corner of the SE¼NW¼ of said Section 29, which point is marked with a cobblestone 4x8x12 inches, set in the ground, marked 1/16 on the north face and B on the south face, with a pole setting alongside, and proceeding Easterly along the North line of the SW¼NE¼ of said Section 29 for a distance of 1311 feet, more or less to the NE corner of said SW¼NE¼; thence proceeding Southerly along the East line of said SW¼NE¼ a distance of 1318 feet, more or less, to the SE corner of said SW¼NE¼; thence continuing Southerly along the East line of the NW¼SE¼ of said Section 29 a distance of 733 feet, more or less, to the point where the East line of said NW¼SE¼ intersects the Northerly right-of-way line of U.S. Highway No. 187, which is approximately at Station 762 plus 69.4 of the Highway Survey; thence proceeding along the Northerly right-of-way line of U.S. Highway No. 187 N.53°27'W., a distance of 694.6 feet, more or less, to Station 755 plus 74.8 of the Highway Survey, which point is the beginning of a spiral curve to the right; thence continuing along the Northerly right-of-way line of U.S. Highway No. 187 around a 2°00' spiral cirve to the right for a distance of 200 feet to Station 753 plus 74.8 of the Highway Survey, which point is the beginning of a circular curve to the right; thence continuing along the Northerly right-of-way line of U.S. Highway No. 187 around a 2°00' circular curve to the right, the central angle of which is 6°00' for a distance of 300 feet to Station 750 plus 74.8 of the Highway Survey, which point is the beginning of a spiral curve to the right; thence continuing along the Northerly right-of-way line to U.S. Highway No. 187 [illegible] for a distance of 200 feet, more or less to Station 748 plus 74.8 of the Highway Survey, which point is the end of said curve; thence continuing along the Northerly right-of-way line of U.S. Highway No. 187 N.53°27'W., a distance of 1610.2 feet, more or less, to approximately Station 732 plus 64.6 of the Highway Survey, the point where the Northerly right-of-way line of the U.S. Highway No. 187 intersects the north line of the SE¼NW¼ of said Section 29; thence proceeding easterly along the north line of said SE¼NW¼ a distance of 873 feet, more or less, to the northeast corner of said SE¼NW¼, which point is the point of beginning of this traverse EXCEPTING THEREFROM A TRACT OF LAND DEEDED TO JESS JOHNSON, RECORDED IN BOOK 7 OF DEEDS, PAGE 431, described as follows: Beginning at corner No. 1 which lies N.78°42'W., a distance of 2842.4 feet from the W¼ corner of Section 28, T. 38 N., R. 113 W., 6th P.M.; thence, N.43°35'W., a distance of 335 feet to corner No. 2, which is along the U.S. Highway No. 187 right-of-way fence; thence, N.46°25'E., for a distance of 130 feet to corner No. 3; thence, S.43°35'E., for a distance of 335 feet to corner No. 4; thence, S.46°25'W., for a distance of 130 feet to corner No. 1, the point of beginning; AND EXCEPTING ALSO THEREFROM A TRACT OF LAND LOCATED IN THE SE¼NE¼ more particularly described as follows: Beginning at corner No. 1 which lies N.78°42'W., a distance of 2842.4 feet from the West Quarter corner of Section 28, T. 38 N., R. 113 W., 6th P.M., and being on the right-of-way of U.S. Highway No. 187, and the point of beginning of this traverse; thence, northeasterly 250 feet to corner No. 2; thence, southeasterly and parallel with Highway right-of-way 350 feet to corner No. 3; thence, southwesterly 250 feet to corner No. 4, being a point on U.S. Highway No. 187 right-of-way; thence, northwesterly 350 feet, more or less, along said right-of-way to corner No. 1, the point of beginning.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE HOBACK RIVER.

ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

For value received, the receipt whereof is herewith acknowledged, the undersigned as assignor, hereby assigns unto GUY C. DECKER, III , as assignee, whose mailing address is P. O. Box 206 , in LaBarge, Wyoming 83123, all of its rights, titles and interests in and to that certain real estate mortgage given on the 28th day of December, 1978, by Frontier, Inc., a Wyoming corporation,as mortgagor, to Ranchester State Bank, of Ranchester, Wyoming 82939, as mortgagee, covering a portion of Block Three (3), in the Cooley First Addition to the Town of Pinedale, Sublette County, Wyoming, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, on the 17th day of January, 1979, in Book 31 of Mortgage, at page 241, with full power and authority to sue on and collect any sums due thereon, and in the name of the assignor or in the assignee's name to bring any action deemed proper and necessary to satisfy the debt secured by said mortgage, including the right to foreclose the same in any manner provided by law, which assignment is made without warranty as to the collectibility of the debt or validity of any lien created by said mortgage.

WITNESS our hands this 15th day of December, 1980.

Attest:

Bruce A. Osterman, Secretary

RANCHESTER STATE BANK

By
Lewis Zinnicker, President

THE STATE OF WYOMING,)
) ss.
County of Sheridan)

The foregoing assignment of real estate mortgage was acknowledged before me by Lewis Zinnecker, president and attested to by Bruce A. Osterman, Secretary, of Ranchester State Bank, a Wyoming corporation, this 15th day of December, 1980.

Given under my hand and notary seal.

Roberta L Dooley
Notary Public

Commission expires: June 5, 1982

ROBERTA L. DOOLEY - Notary Public
County of Sheridan
State of Wyoming
My Commission expires June 5, 1982

184196

ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

For value received, the receipt whereof is herewith acknowledged, the undersigned as assignor, hereby assigns unto GUY C. DECKER, III , as assignee, whose mailing address is P. O. Box 206 , in LaBarge, Wyoming 83123, all of its rights, titles and interests in and to that certain real estate mortgage given on the 3rd day of August, 1973, by Jerry Nichols and Elva Joy (Sally) Nichols, as mortgagors, to Western National Bank of Lovell, as mortgagee, covering a portion of Block Three (3), in the Cooley First Addition to the Town of Pinedale, Sublette County, Wyoming, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, on the 6th day of August, 1973, in Book 24 of Mortgages at Page 640, with full power and authority to sue on and collect any sums due thereon, and in the name of the assignor or in the assignee's name to bring any action deemed proper and necessary to satisfy the debt secured by said mortgage, including the right to foreclose the same in any manner provided by law, which assignment is made without warranty as to the collectibility of the debt or validity of any lien created by said mortgage.

WITNESS our hands this 15 day of December, 1980.

Attest: WESTERN NATIONAL BANK OF LOVELL,

Berniece Cribbs
Secretary

By Lewis T. Jordan
Exec. Vice President

THE STATE OF WYOMING,)
) ss.
County of Big Horn)

The foregoing instrument of real estate mortgage was acknowledged before me by Lewis T. Jordan Ex. V. president and attested to by Berniece Cribbs, secretary, of Western National Bank of Lovell, a Wyoming corporation, this 15 day of December, 1980.

Given under my hand and notary seal.

Emily Mendez
Notary Public

Commission Expires: March 20, 1983

184197

Filed for record the 15 day of Dec. 1980 at 3:00 P.M.
Book 53 Misc. Page 638
Fee $4.00 Lou J. Yoki COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Lewis

RG-3541[redacted]

RETURN TO

Rainier Mortgage Company
P.O. Box 990
Seattle, WA. 98111

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, RAINIER MORTGAGE COMPANY, a Washington Corporation, duly authorized to do business in 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 Franklin George Smith and Shirley Bibeau Smith, his wife

and appears recorded in book 33 of mortgages, beginning on page 592 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 6 and Lot 7 except the North 35 feet thereof, Block 7, Patterson First Addition to the Town of Pinedale, Sublette County, Wyoming.

184224

RECORDED April 17 1981 10:00 A.M.
IN BOOK 33 Mtg PAGE 639
FEES $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McInnis

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 14th day of April, 19 81

By _____
Assistant Vice President

Corporate Seal

STATE OF Washington

COUNTY OF King

The foregoing instrument was acknowledged before me by Carole K. Claassen, Assistant Vice President

this 14th day of April, 19 81

Witness my hand and official seal.

My Commision expires: 8-1-83

_____
Notary Public in and for said County and State

635

640

Rec'd Bk 11 pg. 351

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN, WYO. 302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KURT W. BABCOCK and CARLENE J. BABCOCK, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ---Fifty 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 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 parcel of land located in the ~~SW¼NW¼~~, and the NW¼SW¼ of Section 11, Township 34 North, Range 112 West of the Sixth Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:
Beginning at a point which bears S. 59°30'50"E., a distance of 922.41 feet from the W. Quarter corner of said Section 11; said point being on the centerline of the Daniel-Merna County Road No. 23-112, of record in the Sublette County Clerk's office, Sublette County, Wyoming, Book 25 Miscellaneous, page 408; thence N. 05°19'10"E., a distance of 1061.78 feet; thence S. 73°20'07"E., a distance of 423.94 feet; thence S. 02°23'36"W., a distance of 1126.89 feet; thence N. 67°25'04"W., along the certerline of said Daniel-Merna County Road a distance of 495.51 feet to the point of beginning.
Said parcel of land contains 11.08 acres, more or less.
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;
RESERVING TO GRANTOR all remaining oil, gas and other minerals together with the right of ingress and egress to prospect for, mine and remove same.

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 $50,000.00 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 13th day of March A. D. 1981.

In the presence of

Kurt W. Babcock
Carlene J. Babcock

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Kurt W. Babcock, Carlene J. Babcock,

this 13th day of March, 1981.

Witness my hand and official seal.

Signature
Norary Public
Title of Officer

My Commission Expires: September 1, 1981

184258

RECORDED April 20 1981 8:00 A M
IN BOOK 33 Mtg PAGE 640
FEES $ 6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy McClure

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, $

642

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

---LEON E. COVELL, JR. and JANICE K. COVELL----------

Big Piney, Wyoming 83113

mortgagorS , of Sublette County, State of Wyoming , to secure the payment of

---Three Thousand and no/100--------- Dollars, due 9/15/82

with interest from date at the rate of 15.5 per cent per annum, payable monthly annually

evidenced by one promissory note , of even date herewith,

Leon E. Covell, Jr, and Janice K. Covell

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 8 of Covell Subdivision, Sublette County, Wyoming.

184259

RECORDED April 2d 1981 8:00 A.M.
IN BOOK 53 Mtg PAGE 642
USES $6.00 Laws of Utah
SUBJECT TO COUNTY CLERK
SHERIDAN, WYOMING

The mortgagor Sagree 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 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 11th day of March A. D. 19 81.

In the presence of

Leon E Covell

Janice K. Covell

[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 11th day of March, 1981.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: 9/1/81

184259

RECORDED April 20 1981 8:00 AM
IN BOOK ____ PAGE 642
FEES $ ____
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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, $ ____

643

644

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

W. E. McALISTER and ROSEMARY McALISTER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Eighteen Thousand and no/100---------- Dollars, due

with interest from date at the rate of 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 19, 20 and 21, Block 2, Marbleton Townsite, Sublette County, Wyoming.

184260

Misc Bk 11 p 461

RECORDED April 20 1981 8:00 A M
IN BOOK 33 Mtg PAGE 644
FEES $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE
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 Eighteen 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 6th day of April A. D. 19 81.

In the presence of

W E Mcalister

Rosemary Mc Alister

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by W. E. McAlister, Rosemary McAlister, this 6th day of April, 1981.

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, $

6 of 6

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Robert C. Priddis and Annette S. Priddis

Big Piney, Wyoming 83113

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Thirty Thousand dollars and no/100 Dollars, due October 10, 1981 with interest from date at the rate of 17 per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith,

Robert C. Priddis and Annette S. Priddis

do hereby mortgage to

State Bank of Big Piney

mortgagee, whose address is Box 428

Big Piney, Wyoming 83113

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

Lot 4 of the Guio Third Addition to the Town of Big Piney,
Sublette County, Wyoming

184261

RECORDED Jan 22 1981 8:10 AM
IN BOOK 33 Mtg PAGE 646
FEES $ 6.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY
by Dorothy McElwain

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 Thirty thousand dollars 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 9th day of April A. D. 19 81.

In the presence of

Robert C. Priddis

Annette S. Priddis

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert C. Priddis, Annette S. Priddis, this 9th day of April, 1981.

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 Rise Book 12, Page 535

645

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Fredrick J. Samulski, Rosemary Samulski, Donald F. Tegeler and Jill M. Tegeler dba Sublette County Court Club, A Partnership

mortgagor S., of Sublette County, State of Wyoming, to secure the payment of -----Twenty Five thousand and no/100---------- Dollars, due March 5, 1986 with interest from date at the rate of 17 per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, Fredrick J. Samulski, Rosemary Samulski, Donald F. Tegeler and Jill M. Tegeler do hereby mortgage to State Bank of Big Piney mortgagee, whose address is Box 428 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, Lot Two (2), Three(3) and Four (4), Block One (1), Feltner Addition to the Town of Pinedale, Sublette County, Wyoming

184262

RECORDED June 30 1981 8:00 AM
IN BOOK 33 Mtg PAGE 648
FEES $ 6.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLevie

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 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 March A. D. 19 81.

In the presence of

Rosemary Samulski
Donald F. Tegeler
Jill M. Tegeler

[redacted] [redacted] [redacted]

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 3rd day of March, 19 81.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1981

[redacted]

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, $

645

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

C. A. HARRIS and WANDA HARRIS, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of One Hundred Seventy Thousand and no/100---- Dollars, due one year with interest from date at the rate of 17 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:

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;

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 $170,000.00 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 March A. D. 19 81.

In the presence of

x C. A. Harris

x Wanda Harris

[redacted] [redacted] [redacted]

State of IDAHO }
County of Bingham } ss.

The foregoing instrument was acknowledged before me by C. A. HARRIS and WANDA HARRIS,
husband and wife,
this 24th day of March, 19 81.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: Life Term

184263

RECORDED April 20 1981 8:00AM
IN BOOK 33 Misc PAGE 650
FEES $6.00 COUNTY C...
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McInnis

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 RL 15 Rec @ P) 219 652

REAL ESTATE MORTGAGE

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

Date April 14, 1981

David L. Moulton and Karen Winkler Moulton, 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.
W½ W½ NW¼ NW¼ -	12	33N	109 W 6th P.M.

184288

Filed on April 22 1981 2:00 P M
In Book 33 Mtg Page 652
Fees $6.00 Rain & Yale County Clerk
Sublette County, Pinedale, Wyoming
by Dorothy McInnis

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 NINE THOUSAND 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, 1991. 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.

[redacted] [redacted] [redacted]

(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)

David L. Moulton (SEAL)

David L. Moulton

Karen Winkler Moulton (SEAL)

Karen Winkler Moulton

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming
COUNTY OF Sublette } ss.

On this 20 day of April A.D. 1981, before me, a Notary Public in and for said County and State, personally appeared David L. Moulton and Karen Winkler Moulton, husband and wife.

JOAN M. YOUNG NOTARY PUBLIC COUNTY OF SUBLETTE

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 My Commission expires February 22, 1983

Joan M. Young
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only

Loan No. 707-3-8568766

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 $ _____

654 Released BK 132 Pg 591

WCDA Mortgage
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 *Paula Mollring* *a single woman*

herein designated as Mortgagor, of *5 West Magnolia* *Pinedale* , County of *Sublette* , State of *Wyoming* , to secure the payment of the principal sum of *Thirty thousand and no/00*---------- Dollars ($ *30,000.00*), with interest at the rate of *eleven and seven eights* per centum (*11 7/8* %) per annum as evidenced by a promissory note of even date herewith to the order of *First WYoming Bank N.A. Kemmerer*

a corporation organized and existing under the laws of *the United States of America* hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of *Three hundred thirteen and .20/00*---------- Dollars ($ *313.20*), commending on the first day of *June* , 19 *81* , 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* , *2006* , hereby mortgages to said Mortgagee, the following-described real estate, situated in *Sublette* County, State of Wyoming, to wit:

Lots 1 and 2, Block 14, Hennick Addition to the Town of Pinedale, Sublette County, Wyoming.

184293
RECORDED April 20 1981 3:45 PM
IN BOOK 33 Mtg PAGE 654
FEES $8.00 Laird Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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 ~~xxxxxx(xxx)~~ Four cents (4) for each dollar ($1) of each payment more than ~~xxxxxx~~ seventeen (17) 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.

14. NOTICE: The property may be freely sold, assigned, or transferred to anyone provided, however, that in the event of any sale, assignment or other transfer to any person who is not an eligible borrower under the rules and regulations of the Wyoming Community Development Authority ("WCDA"), or if the borrower (mortgagor) ever fails to occupy the property as his or her principal place of residence, the rate of interest payable on the debt shall be 14.5 % (insert maximum permitted FHA/VA interest rate as of the date the loan is closed) per annum, and the monthly installments to principal and interest shall be adjusted to reflect this interest rate, effective on the date the lender provides notice of the new rate to that person. An eligible borrower is defined in the rules and regulations of WCDA as persons and families whose adjusted gross aggregate family income does not exceed the maximum income levels established by the Authority by resolution. A lender may not apply a definition of an eligible borrower which is more restrictive than the definition of an eligible borrower in effect on the date this mortgage is executed.

And the said Paula Mollring a single woman 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 her hand(s) this 17th day of April , 19 81

In the presence of—

Paula Mollring
PAULA MOLLRING

THE STATE OF WYOMING
COUNTY OF Lincoln } ss:

On this 17th day of April , 19 81 , before me personally appeared Paula Mollring to me known to be the person described in and who executed the foregoing instrument, and acknowledged that She executed the same as her 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 17th day of April , A.D. 19 81

[SEAL]

My commission expires

My Commission expires February 22, 1983

Notary Public.

STATE OF WYOMING
COUNTY OF Sublette ss:

This instrument was filed for record at 3:45 o'clock P M., on the 20th day of April , A.D. 1981 , and duly recorded in Book 33 on Page 654

Lavon J. Wake
County Clerk and ex officio Register of Deeds

Fee: $ 8.00 By Dorothy M. Williams
Deputy

184293

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BILLY K. McADAMS AND CARMEN M. McADAMS, Husband and Wife

mortgagor s , of Sublette County, State of Wyoming , to secure the payment of ($7,000.00) SEVEN THOUSAND ---------- DOLLARS, payable with interest from _____ at the rate of 15 per cent per annum, payable monthly evidenced by a promissory note, of even date herewith, do hereby mortgage to

WYOMING EMPLOYEES FEDERAL CREDIT UNION

mortgagee, whose address is 2223 Warren Avenue, Cheyenne, Wyoming , the following described real estate, situated in the County of Sublette , in the State of Wyoming, to-wit:

Lot 12, Green River Subdivision, Sublette County, Wyoming.

Mtge Bk 4 p 435

RECORDED Dec 24, 1980 8:00 A.M.
IN BOOK 33 Mtg PAGE 657
FEE $6.00 Lou J Hyatt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy M Stone

184299

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 current replacement cost 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's 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 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 December, 1980.

In the presence of

Billy K. McAdams

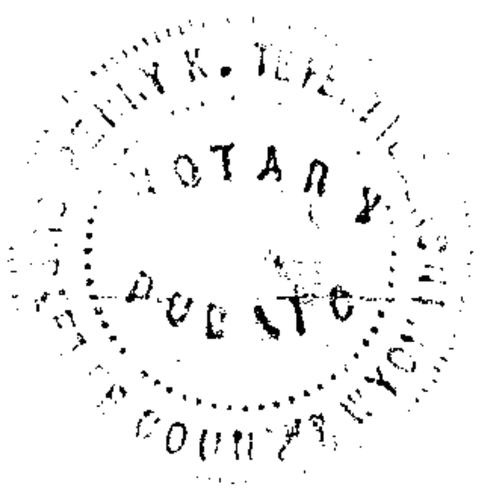
Carmen M. McAdams

JOHN B. ROGERS
Attorney at Law
POB 491, 423 Majestic Bldg.
Cheyenne, Wyoming 82001

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Billy K. McAdams
, and Carmen M. McAdams ,
, this 23rd day of December , 19 80 .

Witness my hand and official seal.



Signature

Vice President, Operations
Title of Officer

My Commission Expires: March 16, 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 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

MARY LOU SMITH

Big Piney, Wyoming 83113

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

--Seventeen Thousand and no/100---------- Dollars, due 8/5/90

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

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 Sixteen (16), Seventeen (17) and Eighteen (18), Block Forty-six (46) 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;
SUBJECT TO easements and rights of way of record or in use; and
SUBJECT TO prior mineral reservations of record, if any.

184327

Filed for Record
3 3 Mtg
6 [illegible] 6-54
[illegible]
by Dorothy M Baker

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 $17,000.00 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 2nd day of July A. D. 1980.

In the presence of

Mary Lou Smith

Released Book 15 Rel pg 80.

360

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Mary Lou Smith,

this 2nd day of July, 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, $

MORTG[redacted]—FORM NO. 4½ [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Mary Lou Smith

Big Piney, Wyoming 83113

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

Nine thousand and no/100 Dollars, due S/P

with interest from date at the rate of 15½ per cent per annum, payable annually

evidenced by One (1) promissory note, of even date herewith,

Mary Lou Smith does hereby mortgage to

State Bank of Big Piney

mortgagee, whose address is Box 428 Big Piney, Wyoming 83113

the following described real

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

Lots Nineteen, (19), Twenty (20) and Twenty-one (21), Block Forty-six (46), 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, Wyo, 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.

184328

Recd 27 Mar Book
33 Pg 661
& Exd D. Yake
SUBLETTE COUNTY, MINERAL, 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 Nine 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 March A. D. 19 81.

In the presence of

Mary Lou Smith

Rel'd Bk 11/39 236

662

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Mary Lou Smith,

, ,

this 11th day of March, 1981.

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, $

MORTG[redacted]—FORM NO. 4½ [redacted] [redacted] AM 141.102

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARY LOU SMITH

Big Piney, Wyoming 83113

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

--- Fifteen Thousand and no/100---------- Dollars, due 9/11/81

with interest from date at the rate of 15½ per cent per annum, payable S/P annually

evidenced by one promissory note , of even date herewith,

do hereby mortgage to

Mary Lou Smith
State Bank of Big Piney

mortgagee, whose address is

the following described real

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

Lots Nineteen, (19), Twenty (20) and Twenty-one (21), Block Forty-six (46), 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, Wyo., togehter 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.

184329

RECORDED April 2d 1981 8:00 AM
IN BOOK 33 MTG PAGE 663
OF Lands & Deeds COUNTY C
SUBLETTE COU[illegible] WYO
Dorothy Mitchell

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 $15,000.00 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 31st day of March A. D. 19 81

In the presence of

Mary Lou Smith

643 Rlsd Bk 11 PG 235

664

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Mary Lou Smith,

this 31st day of March, 1981.

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 }
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 17th day of April, 19 81, between the Mortgagor, Jerry W. Hermansen and Marguerite M. Hermansen, husband and wife (herein "Borrower"), and the Mortgagee, Provident Federal Savings and Loan Association of Casper, a corporation organized and existing under the laws of The United States of America, whose address is Box 1850, Casper, Wyoming 82602 (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 April 17, 1981, (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 1, 1996;

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:

Tract 3 Daniel Meadows Subdivision, Sublette County, Wyoming

184337

which has the address of Tract 3 Daniel Meadows Subdivision, [Street] Sublette County, [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 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.

Rlsd Lk 12 pg 151

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.

Jerry W. Hermansen .....Borrower
Jerry W. Hermansen

Marguerite M. Hermansen .....Borrower
Marguerite M. Hermansen

STATE OF WYOMING, ...Sublette.....County ss:

The foregoing instrument was acknowledged before me this ..April 17, 1981.....by.....
(date)

..Jerry W. Hermansen and Marguerite M. Hermansen, husband and wife, of Box 31,.....
Daniel, Wyoming 83115 (person acknowledging)

Witness my hand and official Seal

My Commission expires: July 28, 1984

Edwin R. Adams
Notary Public

EDWIN R. ADAMS - Notary Public
County of Sublette
State of Wyoming
My Commission expires July 28, 1984

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this 22nd day of April, 19 81, between the Mortgagor, Donald L. Gragert and Karen G. Gragert, husband and wife (herein "Borrower"), and the Mortgagee, Provident Federal Savings & Loan Association of Casper, a corporation organized and existing under the laws of The United States of America, whose address is Box 1850 Casper, WY 82602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the Principal sum of U.S. $ 2,500.00, which indebtedness is evidenced by Borrower's note dated April 22, 1981 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on May 1, 1983;

TO SECURE to Lender 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, 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 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 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 to a point; thence S.00°01.5'E., 922.59 feet to a point;
thence N.67°08.5E., 512.28 feet to the corner of beginning.

184338

Filed 2:00 PM

RECORDED April 22 1981 11:30 A.M.
IN BOOK 33 Mtg PAGE 669
FEES $10.00 Karen J Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

which has the address of SE¼SE¼ Section10 NE¼NE¼ Section 15 T30N R110 West Sublette Co.,
[Street] [City]
Wyoming 83113 (herein "Property Address");
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments 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 (including condominium and planned unit development assessments, if any) 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 in one or more payments as Lender may require.

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 17 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 then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid 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.

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.

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 insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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.

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.

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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. 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.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, 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. 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

[redacted] [redacted] [redacted]

[redacted]**Borrower Not Released; Forbearance By** [redacted]**Not a Waiver.** 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. 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. 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 delivering it or 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 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.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. 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.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered 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 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 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 give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence 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 17, including, but not limited to, reasonable attorneys' 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 the sale to Borrower in the manner provided in paragraph 12 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 attorneys' 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.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, 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 and the Note 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 17 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.

19. 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 17 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 17 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.

20. 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.

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

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Donald L. Gragert .....
Donald L. Gragert —Borrower

Karen G. Gragert .....
Karen G. Gragert —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this April 22, 1981 [date]

by Donald L. Gragert and Karen G. Gragert, husband and wife, of Box 67 Big Piney, Wyoming 83113 [person acknowledging]

WITNESS my hand and official seal.

My Commission expires: July 28, 1984

EDWIN R. ADAMS - Notary Public
County of Sublette — State of Wyoming
My Commission expires July 28, 1984

Edwin R. Adams .....
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

WHEN RECO[redacted]L TO:
WELLS [redacted]RTGAGE COMPANY
4885 SOUTH 900 EAST SUITE 305
SALT LAKE CITY, UT 84117
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

591-023912-203
WFMC # 202989-268

KNOW ALL MEN BY THESE PRESENTS, That DONALD PAUL HANSON AND KATHRYN HOUT HANSON, HUSBAND AND WIFE herein designated as Mortgagor, of 525 WEST AGATE STREET, PINEDALE, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars ($ 67,500.00), with interest at the rate of ELEVEN AND SEVEN-EIGHTHS per centum (11.875 %) 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, CA 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 SEVEN HUNDRED FOUR AND 70/100 Dollars ($ 704.70), commending on the first day of JUNE, 19 81, 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, 2006, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOT 16, BLOCK 4, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

184344

RECORDED April 23 19 82 9:00 AM
IN BOOK 33 Misc PAGE 673
FEE $8.00 Laurel York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy Dorothy M Shaw

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

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6.74

(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

D.D.R.

C.H.H.

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 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 30 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

[redacted] [redacted] [redacted]

force[redacted] the happening of any default, it shall [redacted] 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.

14. NOTICE: The property may be freely sold, assigned, or transferred to anyone provided, however, that in the event of any sale, assignment or other transfer to any person who is not an eligible borrower under the rules and regulations of the Wyoming Community Development Authority ("WCDA"), or if the borrower (mortgagor) ever fails to occupy the property as his or her principal place of residence, the rate of interest payable on the debt shall be 14.5 % (insert maximum permitted FHA/VA interest rate as of the date the loan is closed) per annum, and the monthly installments to principal and interest shall be adjusted to reflect this interest rate, effective on the date the lender provides notice of the new rate to that person. An eligible borrower is defined in the rules and regulations of WCDA as persons and families whose adjusted gross aggregate family income does not exceed the maximum income levels established by the Authority by resolution. A lender may not apply a definition of an eligible borrower which is more restrictive than the definition of an eligible borrower in effect on the date this mortgage is executed.

(

And the said KATHRYN HOUT HANSON wife of the said DONALD PAUL HANSON 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 22nd day of APRIL , 1981

In the presence of—

Donald Paul Hanson
DONALD PAUL HANSON

Kathryn Hout Hanson
KATHRYN HOUT HANSON

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 22nd day of April , 1981, before me personally appeared Donald Paul Hanson and Kathryn Hout Hanson 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 April , A.D. 1981

[SEAL]

Edwin R. Adams
Notary Public

My commission expires July 28, 1984

EDWIN R. ADAMS - Notary Public
County of Sublette — State of Wyoming
My Commission expires July 28, 1984

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

GP-120120 30 01--CAS

MORTGAGE
(Participation)

(AND RELEASE OF HOMESTEAD)

This mortgage made and entered into this 13th day of April 19 81, by and between Gerald D. Wilder and Gale Wilder, husband and wife

(hereinafter referred to as mortgagor) and

First Wyoming Bank, N.A.-Kemmerer (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:

Lots 13, 14, 15, and 16, Block 39, Marbleton Townsite, Sublette County, Wyoming

Together with all improvements situate thereon or appurtenant thereto.

184349

FILED April 23 1981 8:00A M
BOOK 33 Mtg PAGE 676
10th Day of Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Ellenz

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 hreein 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 April 13, 1981 in the principal sum of $ 170,000.00; 16% interest, signed by Gerald D. and Gale Wilder in behalf of Sublette Lumber Company, Big Piney, Wyoming.

[redacted] [redacted] [redacted]

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.

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 213, Big Piney, Wyoming 83113 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at P. O. Box 111, Kemmerer, Wyoming 83101.

11. Mortgagors hereby relinquish and waive all rights under and by virtue of W.S. 1-26-244 the homestead exemption laws of the State of Wyoming.

[redacted] [redacted] [redacted]

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.

Gerald D. Wilder

Gale Wilder

Executed and delivered in the presence of the following witnesses:

.....

.....

(Add Appropriate Acknowledgment)

STATE OF WYOMING)
) ss.
COUNTY OF Lincoln)

On this 13th day of April, 1981, before me personally appeared Gerald D. Wilder and Gale Wilder, 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 13th day of April, 1981.

Notary Public

My commission expires January 20, 1982.

Notary Public
County of Lincoln State of Wyoming
My Commission expires Nov. 20, 1982

MORTGAGE

TO

RECORDING DATA

RETURN TO:

Name .....

Address .....

.....

.....

6.50 400-5-354159

Mortgage Book 33 Pg 673

WCDA Mortgage
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 MICHAEL K. REECE AND DONNA L. REECE, husband and wife herein designated as Mortgagor, of 54 S. Taylor, Town of Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of THIRTY-THREE THOUSAND EIGHT HUNDRED FIFTY AND NO/100----------Dollars ($ --33,850.00---), with interest at the rate of ELEVEN AND SEVEN/EIGHTHS per centum (---11.875----- %) per annum as evidenced by a promissory note of even date herewith to the order of

RAINIER MORTGAGE COMPANY, P. O. Box C-34040, Seattle, Washington 98124

a corporation organized and existing under the laws of the State of Washington, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of THREE HUNDRED FIFTY-THREE AND 39/100----------Dollars ($ ---353.39--------), commending on the first day of JUNE, 1981, 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, 2006, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 17 & 18, Block 14, Town of Marbleton, Sublette County, Wyoming

184359

RECORDED April 23, 1981 10:00 A.M.
BOOK 33 Misc. PAGE 680
FEES $8.00 Land Use
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McElwee 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-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, 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 Sixty (60) 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 recorded 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.

14. NOTICE: The property may be freely sold, assigned, or transferred to anyone provided, however, that in the event of any sale, assignment or other transfer to any person who is not an eligible borrower under the rules and regulations of the Wyoming Community Development Authority ("WCDA"), or if the borrower (mortgagor) ever fails to occupy the property as his or her principal place of residence, the rate of interest payable on the debt shall be 14.50 % (insert maximum permitted FHA/VA interest rate as of the date the loan is closed) per annum, and the monthly installments to principal and interest shall be adjusted to reflect this interest rate, effective on the date the lender provides notice of the new rate to that person. An eligible borrower is defined in the rules and regulations of WCDA as persons and families whose adjusted gross aggregate family income does not exceed the maximum income levels established by the Authority by resolution. A lender may not apply a definition of an eligible borrower which is more restrictive than the definition of an eligible borrower in effect on the date this mortgage is executed.

And the said Donna L. Reece wife of the said Michael K. Reece 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 23rd day of April , 19 81

In the presence of —

Michael K. Reece

Donna L. Reece

Donna L. Reece

THE STATE OF WYOMING }
COUNTY OF TETON } ss:

On this 23rd day of April , 1981 , before me personally appeared Michael K. Reece and Donna L. Reece, 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 23rd day of April , A.D. 1981

[SEAL]

Susie Lutz Notary Public
County of Teton State of Wyoming
My Commission Expires June 2, 1983

My commission expire

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

MORTGA[redacted]--FORM NO. 4[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GEORGE P. WESTMAN, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Twenty-one thousand five hundred twenty-nine and 89/00 Dollars, due 12/1/81 with interest from 4/28/81 at the rate of Sixteen (16%) 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:

Township 31 North, Range 109 West, 6th P. M., Wyoming:
Section 3: E½SE¼
Section 10: E½NE¼
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.

104217

RECORDED April 28 1981 8:00 A.M.
BOOK 33 Misc PAGE 653
Sublette COUNTY
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 28th day of April A. D. 19 81.

In the presence of

George P. Westman

Book 111 Pg 273

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by George P. Westman,

this 28th day of April, 1981.

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

KEITH A. MOYER and LORRAINE P. MOYER, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Seven Thousand and No/100 - -($7,000.00) - - - - - Dollars, due 4/1/84 with interest from 4/1/81 at the rate of fourteen (14%) per cent per annum, payable monthly included in payments evidenced by one promissory note, of even date herewith, payable in 36 monthly payments of $239.25 which include interest

do hereby mortgage to

FRANK D. BALL III and MARGARET S. BALL, husband and wife,

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 Two (2) Block Twelve (12) Ball 2nd Addition to the Town of Marbleton, 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; and
SUBJECT TO prior mineral reservations of record.

184434

RECORDED April 30 1981 2:00 P M
IN BOOK 33 Misc PAGE 685
FEES $6 cc Tom J Yahn COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McEwan

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 None Dollars 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 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 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 29 day of APRIL A. D. 1981.

In the presence of

Keith A. Moyer

Lorraine P. Moyer

Released 12 pg 235

6 5c

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Keith A. Moyer and Lorraine P. Moyer

this 29th day of APRIL, 19 81.

Witness my hand and official seal.

Kathleen K. Kenny
Signature
Notary Public
Title of Officer

My Commission Expires: JANUARY 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, $

[redacted] [redacted] 400-1-35[redacted]

WCDA Mortgage
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 30th day of April ,

19 81 , STEPHEN F. LOSIK AND NANCY G. LOSIK, husband and wife who,

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

NHN 5th Street, Marbleton, Wyoming 83113 hereby MORTGAGES

to MORTGAGEE, namely: RAINIER MORTGAGE COMPANY, a Washington Corporation

whose address is P. O. Box C-34040, Seattle, Washington 98124

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

LOT 2, SAGE RANCH NO. 1 ADDITION TO THE TOWN OF MARBLETON,
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-THREE THOUSAND NINE HUNDRED AND NO/100---------- DOLLARS
($ ---53,900.00---) with interest at the rate of ELEVEN AND SEVEN-EIGHTHS per centum (--11.875--- %) 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 SIXTY-TWO AND 72/100---------- DOLLARS
($--562.72---), commencing on the 1st day of June , 19 81 , 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 May ,
2006 . 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.

184438

RECORDED April 30 in 11:02 PM
IN BOOK 53 Mtg PAGE 687
[illegible] Laramie County CLERK
By Dorothy McGuire

NOTICE: The property may be freely sold, assigned, or transferred to anyone provided, however, that in the event of any sale, assignment or other transfer to any person who is not an eligible borrower under the rules and regulations of the Wyoming Community Development Authority ("WCDA"), or if the borrower (mortgagor) ever fails to occupy the property as his or her principal place of residence, the rate of interest payable on the debt shall be 14.50 % (insert maximum permitted FHA/VA interest rate as of the date the loan is closed) per annum, and the monthly installments to principal and interest shall be adjusted to reflect this interest rate, effective on the date the lender provides notice of the new rate to that person. An eligible borrower is defined in the rules and regulations of WCDA as persons and families whose adjusted gross aggregate family income does not exceed the maximum income levels established by the Authority by resolution. A lender may not apply a definition of an eligible borrower which is more restrictive than the definition of an eligible borrower in effect on the date this mortgage is executed.

IN WITNESS WHEREOF, the Mortgagor(s) ha ve hereunto set their hand(s) the day and year first above-written.

Stephen F. Losik
STEPHEN F. LOSIK Mortgagor

Nancy G. Losik
NANCY G. LOSIK Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 30th day of April , 19 81 , before me personally appeared Stephen F. Losik and Nancy G. Losik, 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.

Linda K. Kerk
Notary Public

My commission expires on the 28th day of January , 19 85 .

LINDA K. KERK NOTARY PUBLIC

[redacted] 89-38

ASSIGNMENT OF MORTGAGE

[redacted]

FOR VALUE RECEIVED, WELLS FARGO MORTGAGE CO. , a corporation organized and existing under the State of CALIFORNIA , 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 DONALD PAUL HANSON AND KATHRYN HOUT HANSON, husband and wife and appears recorded in book 33 Mtg. of mortgages, instrument #184344 in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property described as follows:

LOT 16, BLOCK 4, REDSTONE FIRST ADDITION TO THE TOWN OF PALMDALE, SUBLETTE COUNTY, WYOMING.

184469

RECORDED May 1 1981 11:00 A M
IN BOOK 33 Mtg PAGE 689
FEES $ 4.00 Lou D Yeke 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 29th day of April ,19 81.

WELLS FARGO MORTGAGE COMPANY,
A CALIFORNIA CORPORATION

By Larry D. Stark
Larry D. Stark
Mortgage Credit Officer
Title

STATE OF UTAH
COUNTY OF SALT LAKE } ss.

The foregoing instrument was acknowledged before me by Larry L. Stark
of WELLS FARGO MORTGAGE COMPANY, A CALIFORNIA CORPORATION.
this 29th day of April 19 81
Witness my hand and official seal.
My Commission expires: 10-22-83

Notary Public
Title of Officer

WCDA Form Number 203

689

MORTGAGE DEED---FORM NO. 4-A

690 Mtge Bk 11 P 351

#81118

MORTGAGE

THIS MORTGAGE, made this 29th **day of** April , **19** 81 , **between**

Chad L. Allen a/k/a Chad Layton Allen and Lena Rae Allen

of Box Elder **County,** ~~Wyoming,~~ Utah **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 Sixteen thousand and no/100

($ 16,000.00) **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:**

PARCEL NO. 1:

Lot 3 of the Sage Ranch # 1 Addition to the Town of Marbleton, Sublette County, Wyoming.

PARCEL NO. 2:

That part of the NW¼SE¼ of Section 30, Township 30 North Range 111 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the intersection of the west right-of-way line of State Highway 189 with the south line of the Townsite of Marbleton, S.64°49'W., 1551.23 feet from the east one-quarter corner of said Section 30 where found a quartzite stone 7"x4"x2" above ground marked 1/4 on west, + on top;
thence N.89°51'W., 297.34 feet along the said south line to a point, S.89°51'E., 1218.83 feet from the southwest corner of the said Townsite where found a 2" galvanized steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING 1974" and appropriate details;
thence S.00°21'W., 146.50 feet;
thence S.89°51'E., 297.34 feet;
thence N.00°21'E., 146.50 feet to the INTERSECTION OF BEGINNING:

184486

Recorded May 4 1981 8:00 AM
Book 3-S Title Page 690
Fee $8.00 Chad L. Allen Grantor
Sublette County Clerk 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 Sixteen thousand and no/100----------
---

($ 16,000.00) Dollars, together with interest thereon at the rate of eighteen per cent (18 %) per annum from April 29, 19 81, until paid, according to the conditions of a promissory note--, dated April 29, 19 81, the ultimate maturity date of which is February 24, 19 82, which promissory note was executed and delivered by

Chad L. Allen a/k/a Chad Layton Allen and Lena Rae Allen

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 Sixteen thousand and no/100----------

($ 16,000.00) 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.

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.

Chad L. Allen

Chad Layton Allen

Lena Rae Allen

INDIVIDUAL ACKNOWLEDGMENT

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

On this 29th day of April, 1981, before me personally appeared

Chad L. Allen a/k/a Chad Layton Allen and Lena Rae Allen

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: August 2, 1981

NOTARY PUBLIC

Debra K. Hatcher

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:

RETURN TO: [redacted] [redacted] [redacted]

Rainier Mortgage Company
P.O. Box 990
Seattle, WA. 98111

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, RAINIER MORTGAGE COMPANY, a Washington Corporation, duly authorized to do business in 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

MICHAEL K. REECE and DONNA L. REECE, husband and wife

and appears recorded in book 33 of mortgages, beginning on page 680 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 17 & 18, Block 14, Town of Marbleton, Sublette County, Wyoming

184501

RECORDED May 5 1981 8:00 A.M.
BOOK 33 Mtg PAGE 693
FEES $4.00 Lavina J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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.

SEAL

Dated this 30th day of April, 19 81

RAINIER MORTGAGE COMPANY

By Carole K. Claassen
Assistant Vice President

STATE OF WASHINGTON

COUNTY OF KING

Corporate Seal

The foregoing instrument was acknowledged before me by

CAROLE K. CLAASSEN

this 30th day of April, 19 81

Witness my hand and official seal.

My Commision expires: 8-1-83

Karen A. Hart
Notary Public in and for
said County and State

693

694

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT B. CARPENDER and KAREN CARPENDER, husband & wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ---Twelve Thousand and no/100---------- Dollars, due S/P with interest from date at the rate of 17 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 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:

LOT 13, BLOCK 3, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING, as the same appear 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 33 of Miscellaneous, at page 678.

184522

Filed for record the 6 day of May A.D. 1981 at 3:51 o'clock P.M.
and recorded in Book 33 Misc. on page 694
Fee $6.00 Kaye L York
SUBLETTE COUNTY PINEDALE, WYOMING County Clerk
By Shirley Wilson

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 $12,000.00 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 27th day of April A. D. 19 81.

In the presence of

[redacted] [redacted] [redacted]

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert B. Carpender, Karen Carpender,

this 27th day of April, 1981.

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 }
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, $

E-96

Rbk 13b 11pg 512

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 14130Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARVIN BOWER and CHARLOTTE BOWER

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of ---Thirty Three Thousand and no/100-------- Dollars, due ten years with interest from date at the rate of 17 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 estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Fourteen (14) Green River SUbdivision as the same appears of record on the map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
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 covenants for governing Green River Subdivisions filed for record in the office of the County Clerk, Sublette County, Wyoming.

184523

RECORDED May 6 1981 8:00A M
IN BOOK 33 Misc PAGE 696
FEES $6.00 Sandy York 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 $33,000.00 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 27th day of April A. D. 1981.

In the presence of

Charlotte Bower
Marvin Bower

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Marvin Bowers,
Charlotte Bowers,
this 27th day of April, 1981.

Witness my hand and official seal.

Betty J. Rodgers
Signature
Notary Public
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, $ ...

6-98

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

R. R. BALENSIEFER

mortgagor, of Sublette County, State of Wyoming, to secure the payment of ---Six Thousand and no/100---------- Dollars, due 5 years with interest from date at the rate of 17 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 estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Eleven (11), Block Four (4), Triangle Addition to the Town of Pinedale, Wyoming, as the same appears as 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 appuretenances thereunto appertaining.
Subject to reservations and restrictions contained in United State Patents.

184524

Recorded 8:11 A.M. 251
RECORDED this 6 day of May 1981 at 8:11 A.M.
IN BOOK 33 MTG PAGE 698
FEE $6.00 Lora J. York 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 $6,000.00 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 29th day of April A. D. 1981.

In the presence of

[redacted] [redacted] [redacted]

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by R. R. Balensiefer,

this 29th day of April, 19 81.

Witness my hand and official seal.

Betty J. Hedgood
Signature
Notary Public
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 ..... 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, $ .....