[redacted] [redacted] ion 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 STEVEN L. KEENAN, a single person

residing in Sublette County, Wyoming, whose post office address is P.O. BOX 846 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*
May 6, 1981	$50,000.00	13%	May 6, 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 6, 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 Deed 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 right of way 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.

Released BK. 14 Rel. @ pg. 205

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.

[redacted] o keep the property ir d as requir[redacted] under insurance policie proved by [redacted] ament and, a 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 was , 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.

184549

RECORDED May 6 1981 11:45 M
IN BOOK 34 Misc PAGE 1
FEES $ 10.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 6th day of May, 19 81.

Steven L Keenan

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by STEVEN L. KEENAN

_____, _____,

_____, this 6th day of

May, 19 81.

Witness my hand and official seal.

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

(SEAL)

Edwin R. Adams
Notary Public

My commission expires: July 28, 1984

SUBORDINATE MORTGAGE

This mortgage, made this 5 day of May, 1981, by and between Richard A. Wilson and Cheryl L. Wilson, husband and wife, 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 Seven Thousand Dollars ($7,000.00), with interest at Twelve Percent (12%) per annum, due and payable in Sixty (60) monthly installments, the first of which is due on or before the First (1) day of May, 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 Thirteen (13), 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, 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 e/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 principal sum and accrued interest shall become due and payable at the option of the holder, and shall incur interest at the rate of Twelve (12) Percent per annum, and the Mortgagee may proceed, pursuant to law, to foreclose on said property and in case of foreclosure, the

184555

RECORDED May 6 1981 4:45 P.M.
IN BOOK 34 Mtg PAGE 5
FEES $8.00 Lou Ann Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy M Eaton

5-17-85
Else Mtg Book 12 Page 674

Mortgagor hereby agrees to pay all costs of the same, including reasonable attorney's fees.

This mortgage is subject and subordinate to a Real Estate Mortgage for Wyoming dated the 2nd day of April, 1981, recorded against the hereinbefore described real estate on April 2, 1981, said Mortgage reflecting the names of Richard A. Wilson and Cheryl A. Wilson, husband and wife, as Mortgagors and the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, as Mortgagee, said Mortgage being recorded to secure the payment of the principal sum of Forty-Four Thousand One Hundred Dollars ($44,100.00) with interest at the rate of Thirteen (13%) percent per annum as evidenced by one or more Promissory Notes executed by Mortgagor with final installment due on said note on April 2, 2016. That the aforesaid Real Estate Mortgage for Wyoming appears recorded in Book 33 of Mortgages, being on Page 594 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 5 day of May, 1981.

Richard A. Wilson
Richard A. Wilson

Cheryl L. Wilson
Cheryl L. Wilson

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Richard A. Wilson and Cheryl L. Wilson this 5th day of May, 1981.

Witness my hand and official seal.

My Commission expires March 22, 1983

My Commission Expires:

Johnna M. Russell Hodges
Notary Public

MORTGAGE DEED—FORM NO. 4-A

8

THE MILLS COMPANY, SHERIDAN 142484

#81119

MORTGAGE

THIS MORTGAGE, made this 30th **day of** April, **19**81, **between** William Robert Tanner and Helen Tanner

of Sublette **County, Wyoming, hereinafter referred to as the "Mortgagor," and** Fossil Butte National Bank

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

The Mortgagor, for and in consideration of the sum of Fifteen thousand and no/100----------

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(**$** 15,000.00) **Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in** Sublette **County, Wyoming:**

Lots 17, 18, 19, and 20 in Block 18, Town of Marbleton, Sublette County, Wyoming.

184576

RECORDED May 8 19 81 11:15 AM
IN BOOK 34 Mtg PAGE 8
FEES $ 10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thune

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

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

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

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

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Fifteen thousand and no/100---------- ($ 15,000.00) Dollars, together with interest thereon at the rate of eighteen per cent (18 %) per annum from April 30, , 1981, until paid, according to the conditions of a promissory note, dated April 30, , 1981, the ultimate maturity date of which is September 27, 1981, which promissory note was executed and delivered by

William Robert Tanner and Helen Tanner

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

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

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than Fifteen thousand and no/100---------- ($ 15,000.00) Dollars for the term of this mortgage and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of ten (10) days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

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

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, and without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. All rents, issues and profits, income and revenue of said property shall be applied by such Receiver according to law and the orders and directions of the court.

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

10

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.

William Robert Tanner

Helen R. Tanner

Helen K. Tanner

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Lincoln } ss.

On this 30th day of April, 1981, before me personally appeared

William Robert Tanner & Helen K. Tanner

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: 8-2-81

Barbara K. Hatcher

NOTARY PUBLIC LINCOLN COUNTY, WYO.

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19, before me personally appeared

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

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

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19, before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

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

My commission expires:

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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.

Billy J. Hedgcoth
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, $.

696

//

RETURN TO: WP

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 STEPHEN F. LOSIK and NANCY G. LOSIK, husband and wife

and appears recorded in ~~book~~ Instrument #184438 of mortgages, beginning on page _____ in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property described as follows:

LOT 2, SAGE RANCH NO. 1 ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING.

together with the Note or Notes secured thereby, to the WYOMING COMMUNITY DEVELOPMENT AUTHORITY, its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 8th day of May, 19 81

RAINIER MORTGAGE COMPANY

By _____

Assistant Vice President

STATE OF WASHINGTON

COUNTY OF KING

Corporate Seal

The foregoing instrument was acknowledged before me by CAROLE K. CLAASSEN, Asst. Vice President

this 8th day of May, 19 81

Witness my hand and official seal.

My Commision expires: 8-4-81

_____

Notary Public in and for
said County and State

184606

RECORDED May 13, 1981 9:30 A.M.
IN BOOK 34 Misc. PAGE 11
OFFICIAL SEAL COUNTY CLERK
SUBLETTE COUNTY, WYOMING

MORTGA [redacted] —FORM NO. 4[redacted] [redacted] THE N. [redacted] DAN 141.302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CLIFFORD BREWER and EDITH BREWER, 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 5/10/83

with interest from 5/1/81 at the rate of Eighteen (18%) per cent per annum, payable monthly ~~annually~~

included in payment

evidenced by one promissory note , of even date herewith, payable in monthly payments

(24) of $499.25 which include interest, first payment due 6/10/81

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 SE¼SW¼ OF SECTION 27, T. 34 N., R. 110 W., 6th P.M., SUBLETTE COUNTY, WYOMING described as follows:

Beginning at a point which bears N.01°17'W., 360.00 feet and N.45°34'W., 511.4 feet from the South ¼ corner of Section 27, T. 34 N., R. 110 W., 6th P.M.; thence, N.45°34'W., 731.60 feet to a point; thence, S.89°08'E., 514.60 feet to the point of beginning.

184614

[illegible] May 12
34 Wty
6th Sawy Yale
81 3:00 P
12
by Dorothy McClure

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

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

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

Dated this 1st day of May A. D. 19 81.

In the presence of

Clifford Brewer
Clifford Brewer
Edith Brewer
Edith Brewer

Rlsd Bk 111 P 390

12

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Clifford Brewer and Edith Brewer,

this 1st day of May, 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, $

MORTGA [redacted] --FORM NO. 4½ [redacted] THE MI [redacted] DAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HENRY PHILLIPS, JR.

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Sixty Thousand and No/100 - - ($60,000.00) - - - - Dollars, due on demand with interest from 4/22/81 at the rate of Eighteen (18%) per cent per annum, payable on demand ~~monthly~~ 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.

184615

rel'd Bk 11 p. 360
RECORDED May 14
AT 3:34 PM
FILED 6th Karen J. Yake
81 3,00
14
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEwen

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

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

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

Dated this 22nd day of April A. D. 19 81.

In the presence of

/s/ Henry Phillips, Jr.
Henry Phillips, Jr.

14

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Henry Phillips, Jr.,

_____, _____,

this 22nd day of April, 1981.

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. 4[redacted] [redacted] THE [redacted] DAN 141.302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

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

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

Forty Thousand Four Hundred Thirty-Seven and 75/00- Dollars, due 8/3/81

with interest from 5/4/81 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 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.

184616

RECORDED May 12 1981 3:00 P M
IN BOOK 34 Misc PAGE 16
FEES $6.00 Lora J Yoke 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 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 4th day of May A. D. 19 81 .

In the presence of

Robert F. Bidon

Frances H. Bidon

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert F. Bidon, and Frances H. Bidon, this 4th day of May, 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, $

[redacted] LOAN MOD[redacted]ON AGREEMENT [redacted]

WHEREAS, on the 15th day of February, 1977, LANE M. BYBEE and NANCE J. BYBEE, husband and wife, duly executed and delivered their Promissory Note in the amount of ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS to the FIRST WYOMING BANK, N.A., JACKSON HOLE, and

WHEREAS, on the 15th day of February, 1977, LANE M. BYBEE and NANCE J. BYBEE, husband and wife, duly executed and delivered a Mortgage on Real Property to the FIRST WYOMING BANK, N.A., JACKSON HOLE, Jackson, Wyoming. Said Mortgage was in the principal amount of ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS and matures on February 15, 1987. Said Mortgage was recorded in the Office of the Sublette County Clerk on March 25, 1977 in Book 28 of Mortgage page 588, as instrument #159563, and

WHEREAS, the above note and mortgage was assumed by Grant R. Caldwell, Nina Cutrubus, and James E. Schultz, April 8, 1981 under that Assumption Agreement dated April 8, 1981. Said Assumption Agreement was recorded in the Office of the Sublette County Clerk on

Whereas, it is in the mutual interest of both parties that the final maturity date of said Promissory Note and Mortgage be modified to April 8, 1986, and will bear interest at the rate of 15.0% effective April 8, 1981 payable at ONE THOUSAND THREE HUNDRED EIGHTY-SIX AND 60/100 ($1,386.60) DOLLARS monthly.

NOW THEREFORE, the undersigned, for Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assume and agree to pay the obligation secured by the Mortgage dated February 15, 1977, and given by LANE & NANCE BYBEE, Mortgagors as modified April 9, 1981 to FIRST WYOMING BANK, N.A., JACKSON HOLE, as Mortgagee.

The undersigned hereby convenants and agrees to be bound by and perform all of the terms and conditions of said Promissory Note and Mortgage.

DATED: April 9, 1981

Grant R Caldwell
GRANT R. CALDWELL

NINA CUTRUBUS

JAMES E. SCHULTZ

184641

Filed for record the 14 day of May A.D. 1981 8:00 A.M.
and recorded in Book 34 Mtg. of Page 18
Fee $ 5.00 Sandra Yake
County Clerk and ex-officio Register of Deeds
County, PINEDALE, WYOMING

Deputy Witness

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Grant R. Caldwell, Nina Cutrubus and James E. Schultz this 9th day of April, 1981

WITNESS my hand and official seal.

[redacted]
Teton
County
Commission

NOTARY PUBLIC

19

19499 2

MODIFICATION AGREEMENT

This Agreement, dated March 23, , 19 81 , is made by and between
Ronald W. Ball and Delores Joan Ball, husband and wife

hereinafter called "borrower," and THE TRAVELERS INSURANCE COMPANY, of Hartford, Connecticut, hereinafter called "lender," in consideration of their mutual benefits and agreements herein contained.

1. This agreement applies to a certain promissory note, held by lender, dated January 24, 19 75 , in the principal amount of $ 350,000.00 , with the final payment due on January 1, 19 93 , the maturity date of the note, and made by
Ronald W. Ball and Delores Joan Ball, husband and wife

The note is secured by mortgage or deed of trust, also held by lender, dated the same date as the note, and made by the same maker(s) thereof, on property situated in the County of Sublette , State of Wyoming , and recorded in Book 26 , page 434 , of the land records.

2. The unpaid principal balance of the note on March 23, 1981 , 19 81 , is $ 318,920.00 ---Borrower promises and agrees to pay such unpaid balance and interest to lender according to the terms of the note and this modification agreement.

3. Borrower and lender agree that the payments on the following dates provided by the terms of the note are hereby changed to provide modified payments on such dates as follows:

In consideration of the Release by the lender, as to a part of the security, described in said mortgage, and which Partial release is hereby acknowledged, the borrowers also hereby agree to pay interest on the remaining principal balance at the rate of Ten and One Half Per Cent (10½%) per annum from and after April 1, 1981.

The principal or unpaid balance thereof, or any installments thereof due and unpaid, and all interest due and unpaid shall draw interest at the rate of Twelve and One Half Per Cent (12½%) per annum after maturity.

Any other payments on other dates provided by the terms of the note continue to be due and payable as provided by its terms.

4. Borrower promises and agrees to pay at the maturity of the note any unpaid balance of principal resulting from the modification set out in paragraph 3 above, in addition to any other unpaid balance provided by the terms of the note.

5. Nothing herein contained shall in any manner affect the priority or lien of the mortgage or deed of trust securing this note.

In witness whereof, this agreement has been duly executed by the borrower and lender.

THE TRAVELERS INSURANCE COMPANY
Lender

By _____
(J. Thomas Montgomery) Vice President

BY _____
(R. M. Wyman) Secretary

L-5457 REV. 3-57 PRINTED IN U.S.A.

Ronald W. Ball
Ronald W, Ball

_____

Delores Joan Ball
Delores Joan Ball
Borrower

COUN[redacted] HARTFORD [redacted] [redacted]

I, Patricia H. Csaszar, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that J. Thomas Montgomery, Vice-President of The Travelers Insurance Company, and R. M. Wyman, Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 5th day of May, 1981

Notary Public
(Patricia H. Csaszar)

My commission expires March 31st, 1984.

STATE OF
COUNTY OF } ss:

I, ..., a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that

(Acknowledgment for Borrowers)

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ..... day of ....., 19.....

Notary Public

My commission expires ....., 19.....

184652

STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

I, KATHLEEN A. KING, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that

Ronald W. Ball and Delores Joan Ball, husband and wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 2nd day of APRIL, 19 81

My commission expires JANUARY 10, 1983

Notary Public

20

21

Book 11 Pg 562

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 STANLEY G. SMITH and SHERI V. SMITH, husband and wife,

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*
5/15/81 Assumption Agreement	$38,709.11	8.5%	12/8/2011

184660

RECORDED May 15th 19 91 10:45 AM
IN BOOK 34 Misc PAGE 21
FEES 10.00 Laurel Wade COUNTY CLERK
SUBLETTE COUNTY CLERK by Cindy Lewis

(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 16, Block 2, Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds 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 filed 3/28/78 in Book 33 of Miscellaneous, page 678, Office of the County Clerk.

[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 rights and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, conveyance, or encumbrance of any part thereof or interest therein-all of which are hereinafter called the property. [redacted] COMAL CREEK

BOOK [redacted] PAGE

TO HAVE AND TO HOLD the property unto the Government and its assigns for ever 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 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.

22

(8) To keep the property in good repair 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, impairment 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 advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, 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 bid amount or its 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 statutes 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 reserves 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] [redacted] [redacted]

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

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

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement 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 15TH day of MAY, 19 81.

Stanley G. Smith

Sheri V. Smith

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by STANLEY G. SMITH and SHERI V. SMITH

, ,

, this 15th day of

MAY, 19 81.

Witness my hand and official seal.

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

(SEAL)

Edwin R. Adams
Notary Public

My commission expires: July 28, 1984

25 Rel'd Bk 129 41

MORTGAGE DEED FORM T – 4 1/2

COURTESY OF
THE TITLE GUARANTY COMPANY OF WYOMING, INC.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CORA RANCH, A General Partnership

mortgagor, of Davis County, State of Utah, to secure the payment of One Hundred Sixty-Four Thousand Three Hundred Sixty-One and 50/100 ($164,361.50) Dollars, due December 7, 200

with interest from May, 1981 at the rate of Nine (9%) per cent per annum, payable annually

evidenced by one duly executed promissory note, of even date herewith,

do es hereby mortgage to

RICHARD R. NOBLE and HELEN LOUISE NOBLE, husband and wife,

mortgagee, of Sublette County, State of Wyoming the following described real

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

Lots three (3) and four (4) and the South one-half of (S 1/2) of the Northwest one-quarter (NW 1/4) of Section two (2). Lots one (1) and two (2) and the South one-half (S 1/2) of the Northeast one-quarter (NE 1/4); Northwest quarter (NW 1/4) of the Southeast one quarter (SE 1/4); South one-half (S 1/2) of the Southeast one-quarter (SE 1/4); East one-half (E 1/2) of the Southwest one-quarter except the Southwest one-quarter of th Southeast one-quarter of the Southwest one-quarter of Section three; all in Township thirty-four (34) North, Range one hundred ten (110) West of the Sixth (6th) principal meridian, containing 499.4 acres more or less; together with all improvements such as buildings, fences, water rights, water ditches, canals, also water appropriations and rights-of-way thereunto appertaining or in any way belonging, and together with all mineral, gas, oil and coal rights appertaining or in any way belonging.

184677

RECORDED May 18 1981 1:30 P M
IN BOOK 34 Misc PAGE 25
FEE 6.00 Laura Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McEuen

according to the terms of the Promissory Note of even date,

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 $164,361.50 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 reasonable Dollars attorney's fees.

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

Dated this 18 TH day of May A. D. 19 81 .

In the presence of

C. J. Morgan Notary Public

[redacted]

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING,
County of SUBLETTE } ss.

On this 18th day of MAY, 19 81, before me personally appeared KENNETH G. HANSEN, JAMES H. BELL, RICHARD R. NOBLE and E. J. MORGAN as TRUSTEE OF THE E. J. MORGAN FAMILY TRUST, partners of the Cora Ranch Partnership

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, the day and year in this certificate first above written.

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 A. D. 19 84.

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 } ss.
County of _____

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

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $ _____

MORTGAGE

THIS MORTGAGE is made this 18th day of May, 19 81, between the Mortgagor, David K. and Dolores J. Kominsky (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 Thirty three thousand five hundred and no/00---------- Dollars, which indebtedness is evidenced by Borrower's note dated May 18 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 June 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:

A parcel of land situated in the NW¼NE¼ of Section 26, Township 37 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming, being more particularly described as follows: Beginning at a point on the west line of said NW¼NE¼, said point being located South 1° 56' West 146.2 feet from the north quarter-section corner of said Section 26, and said point being marked by a 3/4" steel T-bar driven in the ground topped with a steel identification cap marked "R.L.S. 641"; running thence, South 1° 56' West, along the west line of said NW¼NE¼, 624.7 feet to the centerline of the Hicks Cutoff of the Upper Hoback River Road; thence, along said centerline, South 15° 25' East 55.4 feet, and South 19° 25' West 55.0 feet to the west line of said NW¼NE¼; thence, South 1° 56' West, along said west line, 262.6 feet to the centerline of said Road: thence, along said centerline, the following courses; South 66° 50' East 120.4 feet, North 41° 04' East 340.4 feet, North 13° 15' East 385.1 feet, North 52° 01' East 343.7 feet, and North 20° 50' East 16.4 feet; thence, North 74° 48' West 28.2 feet to a point marked by a T-bar as described above; thence, North 74° 48' West 662.0 feet to the point of beginning, said parcel of land containing 8.59 acres.

184688

RECORDED May 19 at 8:00 AM
IN BOOK 34 Mtg PAGE 27
FEES 10.00 Sandy Yeh COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

which has the address of , ,
[Street] [City]
(herein "Property Address");
[State and Zip Code]

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

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

Released BK. 13 RLs Pg. 662

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.

David K Kominsky
DAVID K. KOMINSKY —Borrower

Dolores J Kominsky
DOLORES J. KOMINSKY —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this May 18, 1981 (date) by

DAVID K. & DOLORES J. KOMINSKY
(person acknowledging)

My Commission expires: 4-8-85

C. Malia Jacobs
Notary Public

C. Malia Jacobs
County of
Lincoln
My Commission Expires
Notary Public
State of
Wyoming
Apr. 8 1985

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this ..... 15th ..... day of ... May ....., 19 ..81, between the Mortgagor, ... CHRIS .A.. AND DEBBIE. MOFFAT ... 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. of .America ....., whose address is . . 801. Pine .Avenue ..... Kemmerer,. Wyoming. . 83101 ..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of . .Fifty. thousand. and .no/00---------- . Dollars, which indebtedness is evidenced by Borrower's note dated . . .May. 15,. .1981 ..... (herein "Note"), providing for ~~monthly~~ One installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ..... due. 90. days .after ..... first disbursment ...;

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 6, Block 7, Ball Second Addition to the Town of Marbleton,
Sublette County, Wyoming.

184695

RECORDED May 21 1981 8:00 A M
IN BOOK 34 Misc PAGE 31
FEE $10.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M DeVere

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.

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.

Chris Moffat
CHRIS A. MOFFAT —Borrower

Debbie Moffat
DEBBIE MOFFAT —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this 5-15-81 (date) by

CHRIS A. & DEBBIE MOFFAT
(person acknowledging)

My Commission expires: 4-8-85

C. Malia Jacobs
Notary Public

C. Malia Jacobs Notary Public County of Lincoln State of Wyoming My Commission Expires Apr. 8 1985

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this ....1st.... day of ..May....., 19..81, between the Mortgagor, .Dale.R..Sequera-a.single.man.and.Susan.J..Black.a.single...woman.....(herein "Borrower"), and the Mortgagee, ..First.Wyoming.....Bank.N.A..Kemmerer....., a corporation organized and existing under the laws of ..the.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 .. Thirty.one.thousand.nine.....hundred.and.no/00----------. Dollars, which indebtedness is evidenced by Borrower's note dated..May..1,..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.28,.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:

A PARCEL OF LAND LOCATED IN THE NC CORNER OF THE NE¼NW¼ OF SECTION 10, T. 34 N., R. 110 W., 6th P.M., SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Beginning at corner stone NE¼NW¼ of said Section 10 and running thence, due west 416.00 feet; thence, south 208.00 feet; thence, east 416.00 feet; thence, north 208.00 feet to the point of beginning.

184702

RECORDED May 21st 19 81 10:00 A M
IN BOOK 34 Misc PAGE 35
FEES $ 10.25 Lois A Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Abst Bk 11 Pg 147
Abst Bk 11 Pg 158

Dorothy McInnis

which has the address of ....., ... ,
[Street] [City]
.....(herein "Property Address");
[State and Zip Code]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 (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.

Dale R. Sequera
—Borrower
DALE R. SEQUERA

Susan J. Black
—Borrower
SUSAN J. BLACK

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this Dec. 4, 84 (date) by

Dale R. Sequera & Susan J. Black
(person acknowledging)

My Commission expires: 4-8-85

C. Malia Jacobs
Notary Public

C. Malia Jacobs
County of
Lincoln
My Commission Expires
Notary Public
State of
Wyoming
Apr. 8 1985

(Space Below This Line Reserved For Lender and Recorder)

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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 NORMAN R. SMITH AND PATSY R. SMITH, husband and wife

herein designated as Mortgagor, of Tracts 40 and 41 of the Tyler Second Subdivision, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100---------- Dollars ($ 64,500.00), 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

RAINIER MORTGAGE COMPANY

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 SIX HUNDRED SEVENTY-THREE AND 38/100----------Dollars ($ 673.38), commending on the first day of JULY, 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 JUNE, 2006, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

Tracts 40 and 41 of the Tyler Second Subdivision, Sublette County, Wyoming, according to that plat of record in the office of the Sublette County Clerk, Sublette County, Wyoming.

184716

RECORDED May 21 1981 11:00 AM
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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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(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) 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 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

[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.

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 15.500 % (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 Patsy R. Smith wife of the said Norman R. Smith upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 21st day of May, 19 81.

In the presence of—

Norman R. Smith
NORMAN R. SMITH

Patsy R. Smith
PATSY R. SMITH

THE STATE OF WYOMING }
COUNTY OF TETON } ss:

On this 21st day of May, 19 81, before me personally appeared Norman R. Smith and Patsy R. Smith, 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.

Witness my hand and official seal, this 21st day of May, A.D. 1981

Notary Public
County of Teton
State of Wyoming
My Commission Expires June 2, 1983
[SEAL]

My commission expires 6-2-83

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

400-5-354401

42

Released
Book 16, Page 34

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 DAVID A. SAWYER AND BEVERLY SAWYER, husband and wife
herein designated as Mortgagor, of NHN Piney Drive, Big Piney, 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

RAINIER MORTGAGE COMPANY

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 SEVEN HUNDRED FOUR AND 70/100---------- Dollars ($ ----704.70------), commending on the first day of JULY, 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 JUNE, 2006, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

Lot 8, Ken Guio Subdivision III, to the Town of Big Piney, Sublette County, Wyoming, according to that plat of record in the Office of Sublette County Clerk, Sublette County, Wyoming.

184717

RECORDED May 21 1981 11:00 A.M.
IN BOOK 39 Misc PAGE 42
FEE $8.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Nelson

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 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) 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 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 15.50 % (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 Beverly Sawyer wife of the said David A. Sawyer upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 21st day of MAY , 1981

In the presence of—

DAVID A. SAWYER

BEVERLY SAWYER

THE STATE OF WYOMING }
COUNTY OF Teton } ss:

On this 21st day of MAY , 19 81 , 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 instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and seal, this 21st day of MAY , A.D. 19 81

Notary Public
County of Teton
State of Wyoming
My Commission Expires June 2, 1983

My commission expires 6-2-83

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

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 STEVEN SEAMAN AND DEBBIE SEAMAN, husband and wife

herein designated as Mortgagor, of 457 So. Jackson Ave., Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FIFTY-EIGHT THOUSAND NINE HUNDRED FIFTY AND NO/100---------- Dollars ($ ---58,950.00----), 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

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 SIX HUNDRED FIFTEEN AND 44/100---------- Dollars ($ ---615.44-------), commending on the first day of JULY, 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 JUNE, 2006, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

Lot 5, Block 6 of the Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming, according to that plat of record in the Office of the Sublette County Clerk, Sublette County, Wyoming.

184718

RECORDED May 21 1981 4:30 P.M.
IN BOOK 34 Misc PAGE 45
[illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises.

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

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

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

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

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

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

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (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 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) 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 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

[redacted] [redacted] [redacted]

[redacted] upon the happening of any default, it shal[redacted] thereby be prejudiced in its right of fore[redacted] 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 15.50 % (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 Debbie Seaman wife of the said Steven Seaman upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 21st day of MAY, 1981

In the presence of—

Steven Seaman

Debbie Seaman

THE STATE OF WYOMING
COUNTY OF Teton } ss:

On this 21st day of May, 1981, before me personally appeared Steven Seaman and Debbie Seaman, 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 and the same while so separate and apart.

Given under my hand and seal, this 21st day of May, A.D. 1981

Susie Lutz
Notary Public
County of Teton
State of Wyoming
My Commission Expires June 2, 1983

My commission expires 6-2-83

Susie Lutz
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

49

48 Released BK 13 PG 526

WHEN RECORDED MAIL TO:
WELLS FARGO MORTGAGE COMPANY
4885 SOUTH 900 EAST, SUITE 305
SALT LAKE CITY, UT 84117

MORTGAGE

UFMC # 203485-268

M.E.B. M.E.B.

THIS MORTGAGE is made this ~~28TH~~ 22nd day of MAY, 19 81, between the Mortgagor, GLENN E. BATEMAN AND MARY E. BATEMAN, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, WELLS FARGO MORTGAGE COMPANY, A CALIFORNIA CORPORATION, a corporation organized and existing under the laws of CALIFORNIA, whose address is 1701 FOURTH STREET, SANTA ROSA, CA 95404 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-SEVEN THOUSAND AND NO/100 Dollars which indebtedness is evidenced by Borrower's note dated ~~MAY 28, 1981~~ MAY 22 M.E.B. L.E.B. (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, 2001;

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 5, BLOCK 2, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

184727

RECORDED May 22 1981 10:45 AM
IN BOOK 34 Misc PAGE 48
FEE $12.00 Dorothy Wilson COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy Wilson

• which has the address of MADISON AVENUE [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

[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.

Glenn E. Bateman
GLENN E. BATEMAN —Borrower

Mary E. Bateman
MARY E. BATEMAN —Borrower

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this May, 22, 1981 by
(date)

GLENN E. BATEMAN AND MARY E. BATEMAN
(person acknowledging)

My Commission expires: 7/28/84

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)

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Wells Fargo Mortgage Company

RIDER TO DEED OF TRUST

This Rider is attached to and made a part of a Deed of Trust of even date herewith executed by Glenn E. Bateman and Mary E. Bateman, Husband and Wife, as Borrower, in favor of Wells Fargo Mortgage Company, as Lender.
A California Corporation

It is a condition precedent to obtaining from Lender the loan evidenced by the Note that Borrower occupy the Property as his primary, full-time residence and, in order to induce Lender to make such loan, Borrower declares, represents, understands and agrees as follows:

1. That Borrower intends to so occupy the Property and that such occupancy shall commence not later than thirty (30) days after the recordation of the Deed of Trust to which this Rider is attached.

2. That lender may from time to time require during the first year of the loan, and Borrower shall furnish promptly, evidence satisfactory to Lender of Borrower's continuing occupancy of the Property as his permanent, full-time residence.

3. That if Borrower ceases to occupy the Property within one (1) year from the recordation of the Deed of Trust to which this Rider is attached, it shall be presumed conclusively that Borrower did not so intend to occupy the Property in which event Borrower shall be deemed to be in default hereunder and Lender, at Lender's option, may declare all of the sums secured by the Deed of Trust to which this Rider is attached to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law.

Glenn E. Bateman — Borrower
Glenn E. Bateman

Mary E. Bateman — Borrower
Mary E. Bateman

Borrower

Borrower

State ss: WYOMING

County ss: SUBLETTE

On this 22nd day of May, 19 81, before me, the undersigned, a Notary Public in and for said State, personally appeared GLENN E. BATEMAN AND MARY E. BATEMAN known to me to be the person(s) whose name(s) subscribed to the foregoing instrument and acknowledged that they executed the same.

Witness my hand and official seal.

Signature: Edwin R. Adams

(Reserved for official seal)
EDWIN R. ADAMS - Notary Public
County of Sublette
State of Wyoming
My Commission expires July 28, 1984

Edwin R. Adams
Name (typed or printed)

My Commission expires: July 28, 1984

Title Company and/or Escrow: This instrument is ~~xxx~~ to be recorded ~~xxxxxxxxxxxxxxxxxx~~ the original must be returned to Wells Fargo Mortgage Company after recording.

RE A 40 10 78 15300

[redacted] MORTGAGE DEED WI[redacted]LEASE OF HOMESTEA[redacted]

Steve Novakovich and Elaine K. Novakovich , husband and wife

2138 Kerper Blvd Cody, Wyoming

mortgagors, of Cody, Park County, Wyoming , to secure the

payment of ~~XXXXX~~. Eighty Thousand and no/100 * * * * * * * * * * * * * * * * * * Dollars,

due Oct. 1, 1981 with interest from date at the rate of ~~XXX~~ 19.0 per cent per annum,

evidenced by a promissory note of even date herewith, do hereby mortgage to **SHOSHONE-FIRST NATIONAL BANK**, a national banking corporation, P. O. Box 1301, Cody, Wyoming 82414, the mortgagee, the following described real estate situated in the County

of X Park , in the State of Wyoming, to-wit:

The mortgagors agree to pay the indebtedness hereby secured and to pay all taxes and assessments on the said premises before they become delinquent and to keep the buildings thereon insured in a sum not less than $ during the life of this mortgage in favor of and payable to the mortgagee; in case mortgagor fails to pay the taxes or to secure the insurance, then mortgagee may insure said building or buildings or pay said taxes and all amounts 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 immediately become due and payable and the mortgagee may proceed according to law to foreclose on said property, and in case of foreclosure the mortgagor hereby agrees to pay all costs of the same including reasonable attorney's fees to be fixed by the court.

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

This mortgage covers all the improvements now on or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, minerals, 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.

Mortgagors covenant that they are lawfully seised of the estate hereby conveyed and that they have the right to mortgage, grant and convey the property; that the property is unencumbered and that mortgagors will warrant and defend generally the title to the property

against all claims and demands other than the following: None

If any obligation of mortgagors shall have priority over this mortgage, mortgagors shall promptly pay and discharge the same; and if they shall fail, neglect or refuse to do so, then the balance due mortgagee shall immediately become due and payable irrespective of any other provision in the note or this mortgage.

If mortgagors shall sell, assign or transfer or shall attempt to sell, assign or transfer all or any part of the property covered by this mortgage or any interest therein is sold or transferred without mortgagee's prior written consent, then mortgagee may, at its option, declare all of the monies secured by this mortgage to be immediately due and payable. If mortgagee shall exercise such option to accelerate, then mortgagee will mail the mortgagor notice of acceleration at mortgagor's last known address by ordinary mail and shall provide for a period of thirty (30) days from the date the notice is mailed within which mortgagor may pay the sums declared due.

As additional security hereunder, mortgagor hereby assigns to mortgagee the rents, issues, profits of the property and consents to the appointment of a receiver at the option of mortgagee and to immediate possession of the property by the mortgagee or its agents in the event of a default by mortgagors.

DATED this 11 day of May 1981 XXXX

Mortgagor(s)

Mortgagor(s)

Mortgagor(s)

Mortgagor(s)

STATE OF Wyoming)
) ss
COUNTY OF Park)

The foregoing instrument was acknowledged before me by Steve Novakovich and Elaine Novakovich

this 11th day of May 1981 XXXX

WITNESS my hand and official seal.

Notary Public

My Commission expires:

1847138

Book 11 Pg 527

FILED 1:22 P.M.
MAY 26 1981
PAGE 43
COUNTY CLERK
COUNTY CLERK

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Lot 9 of Little Piney Subdivision 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, and being part of the S½ NE¼ NE¼ of Section 10, T. 30N., R. 112W., Sublette County, Wyoming,

TOGETHER WITH all improvements and appurtenances thereto pertaining;

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

WITNESS OUR HANDS THIS 7 day of [illegible], 19[illegible].

JOHN W. GALLEMORE

[redacted] [redacted] Executed in [illegible] Counterparts
Of which [illegible] No. [illegible]

UTAH POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK
(formerly GUARANTY TRUST COMPANY OF NEW YORK)

AND

R. AMUNDSEN
(SUCCESSOR CO-TRUSTEE)

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, dated as of December 1, 1943

Thirty-sixth Supplemental Indenture

Providing among other things for
First Mortgage Bonds, 11⅛% First Series due April 1, 2011
and First Mortgage Bonds, 11⅛% Second Series due April 1, 2011

Dated as of April 1, 1981

184745

RECORDED May 26 1981 AT 8:02 A.M.
IN BOOK 34 Mtg PAGE 55
FEE $100.00 State of Utah
SALT LAKE COUNTY RECORDER
By Dorothy M. Owens

Rlsd. Bk 18 Rel. Pg 242 10/22/96

THIRTY-SIXTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of April 1, 1981, between Utah Power & Light Company, a corporation of the State of Utah (successor by merger to Utah Power & Light Company, a corporation of the State of Maine, hereinafter sometimes called the "Maine Company"), and a transmitting utility as defined in section 70A-9-105 of the Utah Code Annotated, whose post office address is P.O. Box 899, Salt Lake City, Utah 84110 (hereinafter sometimes called the "Company"), and Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), a corporation of the State of New York, whose post office address is 23 Wall Street, New York, N. Y. 10015 (hereinafter sometimes called the "Corporate Trustee"), and R. Amundsen (successor Co-Trustee), whose post office address is 12 Garden Boulevard, Hicksville, New York 11801 (hereinafter sometimes called the "Co-Trustee" and 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 December 1, 1943 (hereinafter called the "Mortgage"), which Mortgage was executed and delivered by the Maine Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which Mortgage is hereby made, this Indenture (hereinafter called the "Thirty-sixth Supplemental Indenture") being supplemental thereto;

Whereas, under the Mortgage, the Maine Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Maine Company and all such property (except as aforesaid) thereafter acquired by the Maine Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming, Colorado and New Mexico, 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 Maine 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 and intended to be subject to the lien thereof; and

WHEREAS, Section 125 of the Mortgage provided, among other things, that instruments supplemental to the Mortgage embodying any modification or alteration of the Mortgage or of any indenture supplemental thereto made at any bondholders' meeting and approved by Resolution of the Board of Directors of the Maine Company could be executed by the Maine Company and the Trustees; and

WHEREAS, the Maine Company executed and delivered to the Trustees the following supplemental indentures:

Designation	Dated as of
First Supplemental Indenture	January 1, 1945
Second Supplemental Indenture	May 1, 1946
Third Supplemental Indenture	April 1, 1948
Fourth Supplemental Indenture	May 1, 1949
Fifth Supplemental Indenture	October 1, 1949
Sixth Supplemental Indenture	October 1, 1950
Seventh Supplemental Indenture	October 1, 1951
Eighth Supplemental Indenture	October 1, 1952
Ninth Supplemental Indenture	May 1, 1954
Tenth Supplemental Indenture	September 1, 1955
Eleventh Supplemental Indenture	October 1, 1957
Twelfth Supplemental Indenture	September 1, 1960
Thirteenth Supplemental Indenture	June 1, 1962
Fourteenth Supplemental Indenture	April 1, 1963
Fifteenth Supplemental Indenture	August 1, 1964
Sixteenth Supplemental Indenture	March 1, 1968
Seventeenth Supplemental Indenture	December 1, 1969
Eighteenth Supplemental Indenture	April 1, 1970
Nineteenth Supplemental Indenture	March 1, 1971
Twentieth Supplemental Indenture	May 1, 1972
Twenty-first Supplemental Indenture	February 1, 1974
Twenty-second Supplemental Indenture	October 1, 1974
Twenty-third Supplemental Indenture	November 1, 1975
Twenty-fourth Supplemental Indenture	February 1, 1976
Twenty-fifth Supplemental Indenture	April 1, 1976

; and

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WHEREAS, said First through Twenty-fifth Supplemental Indentures were recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

WHEREAS, an instrument, dated as of May 9, 1955, was executed by the Maine Company appointing Karl R. Henrich as Co-Trustee in succession to Arthur E. Burke, resigned, under the Mortgage, and by Karl R. Henrich accepting the appointment as Co-Trustee under the Mortgage in succession to said Arthur E. Burke, which instrument was recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

WHEREAS, an instrument, dated July 19, 1963, was executed by the Maine Company appointing H. H. Gould as Co-Trustee in succession to said Karl R. Henrich, resigned, under the Mortgage, and by H. H. Gould accepting the appointment as Co-Trustee under the Mortgage in succession to said Karl R. Henrich, which instrument was recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

WHEREAS, an instrument, dated August 31, 1973, was executed by the Maine Company appointing R. Amundsen as Co-Trustee in succession to said H. H. Gould, resigned, under the Mortgage, and by R. Amundsen accepting the appointment as Co-Trustee under the Mortgage in succession to said H. H. Gould, which instrument was recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

WHEREAS, the Maine Company heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, the following series of First Mortgage Bonds:

Series	Principal Amount Issued	Principal Amount Outstanding
3¾% Series due 1968	$42,000,000	None
2¾% Series due 1976	32,000,000	None
3⅛% Series due 1978	3,000,000	None
3 % Series due 1979	3,000,000	None
2⅞% Series due October 1, 1979	3,000,000	None
2⅞% Series due 1980	8,000,000	None
3⅝% Series due 1981	9,000,000	$9,000,000

Series	Principal Amount Issued	Principal Amount Outstanding
3½% Series due 1982	$10,000,000	$10,000,000
3¼% Series due 1984	15,000,000	15,000,000
3⅝% Series due 1985	15,000,000	15,000,000
5¼% Series due 1987	15,000,000	None
4⅞% Series due 1990	16,000,000	16,000,000
4½% Series due 1992	22,000,000	22,000,000
4½% Series due 1993	15,000,000	15,000,000
4⅝% Series due 1994	15,000,000	15,000,000
7 % Series due 1998	20,000,000	20,000,000
9¼% Series due 2000	30,000,000	30,000,000
6¼% Series due 1976	35,000,000	None
7½% Series due 2002	25,000,000	25,000,000
6⅛% First Series due 2004	14,000,000	14,000,000
6⅛% Second Series due 2004	11,000,000	11,000,000
6⅛% Third Series due 2004	16,000,000	16,000,000
10¼% Series due 1983	40,000,000	40,000,000
10¼% Series due 2005	60,000,000	60,000,000
9 % Series due 2006	35,000,000	35,000,000
8¾% Series due April 1, 2006	32,000,000	32,000,000

which bonds are also sometimes called bonds of the First through Twenty-sixth Series, respectively; and

WHEREAS, the Maine Company was merged into the Company on August 31, 1976; and

WHEREAS, in order to evidence the succession of the Company to the Maine Company and the assumption by the Company of the covenants and conditions of the Maine Company in the bonds and in the Mortgage contained, and to enable the Company to have and exercise the powers and rights of the Maine Company under the Mortgage in accordance with the terms thereof, the Company executed and delivered to the Trustees a Twenty-sixth Supplemental Indenture, dated as of August 31, 1976 (which supplemental indenture is hereinafter sometimes called the "Twenty-sixth Supplemental Indenture"); and

WHEREAS, said Twenty-sixth Supplemental Indenture was recorded and filed in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming, and with the respective Secretaries of State; and

WHEREAS, the Company executed and delivered to the Trustees the following supplemental indentures:

Designation	Dated as of
Twenty-seventh Supplemental Indenture	September 1, 1976
Twenty-eighth Supplemental Indenture	November 1, 1976
Twenty-ninth Supplemental Indenture	March 1, 1977
Thirtieth Supplemental Indenture	September 1, 1977
Thirty-first Supplemental Indenture	April 1, 1978
Thirty-second Supplemental Indenture	May 1, 1978

; and

WHEREAS, said Twenty-seventh through Thirty-second Supplemental Indentures were recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

WHEREAS, in addition to the property described in the Mortgage, as so heretofore supplemented, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon and for other purposes, the Company executed and delivered to the Trustees a Thirty-third Supplemental Indenture, dated as of April 1, 1979 (which supplemental indenture is hereinafter sometimes called the "Thirty-third Supplemental Indenture"); and

WHEREAS, said Thirty-third Supplemental Indenture was recorded and filed in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming, and with the respective Secretaries of State, as follows:

County	Recorded				Filed as Chattel		
	Date	Entry No.	Book	Page	Date	Entry No.	Book
Beaver	6/6/79	133469	152	43-83	6/6/79	133469	Book No. 4
Box Elder	6/6/79	71271H	320	86-126	6/6/79	71272H	Fin. Statements
Cache	6/7/79	423671	251	240-280	6/7/79	423672	251 at P. 281-321
Carbon	6/6/79	149706	188	689-729	6/6/79	149707	188 at P. 730-770
Davis	6/6/79	534272	773	401-441	6/6/79	534273	Uniform Com. Code
Duchesne	5/14/79	202113	A-66	799-839	5/14/79	202112	A-66 at P. 758-798
Emery	5/14/79	283505	106	670-710	5/14/79	283506	106 at P. 711-751
Garfield	6/6/79	175028	253	736-776	6/6/79	175029	253 at P. 777-817
Grand	6/6/79	381345	293	262-302	6/6/79	381346	293 at P. 303-343
Iron	6/6/79	209249	251	225-265	6/6/79	209248	251 at P. 184-224
Juab	6/7/79	159435	278	14-54	6/7/79	159436	278 at P. 55
Kane	6/6/79	36848	062	494-534	6/6/79	36849	062 at P. 535-575
Millard	6/6/79	28228	133	881-921	6/6/79	28229	134 at P. 1-41
Morgan	5/14/79	45458	M28	392-432	5/14/79	45459	M28 at P. 392-432
Piute	6/6/79	83877	18	642-682	6/6/79	83878	18 at P. 683-723
Rich	6/7/79	F20,744	H3	158-199	6/7/79	50	E at P. U
Salt Lake	6/6/79	3289877	4875	50-89	6/6/79	3289877	4875 at P. 92-130
San Juan	6/7/79	IF-01445	603	47-87	6/7/79	IF-01445	603 at P. 47-87
Sanpete	6/7/79	246257	206	932A-972	6/7/79	246257	206 at P. 932A-972
Sevier	6/6/79	199735	143	586-624	6/6/79	199736	143 at P. 625
Summit	6/6/79	156513	M134	539-79	6/6/79	156514	M-134 at P. 580-620
Tooele	6/7/79	331218	172	336-406	6/7/79	331219	172 at P. 407-447
Uintah	6/6/79	169346	250	483-523	6/6/79	169347	250 at P. 524-564
Utah	6/7/79	21881	1750	269-309	6/7/79	21882	1750 at P. 310-347
Wasatch	5/15/79	116381	125	506-546	7/27/79	117024	121 at P. 11-51
Weber	6/8/79	779424	1306	693-733	6/8/79	779425	1306 at P. 734-774

SECRETARY OF STATE OF UTAH

May 15, 1979, at 3:57 p.m.

COLORADO

County	Date	Entry No.	Book	Page
Delta	5/30/79	378592	470	425-465
Gunnison	5/30/79	339380	533	646-686
La Plata	5/30/79	431264	Microfilm #431264	
Montrose	5/30/79	479896	675	501-541
Montezuma	5/31/79	336958	501	584-624
Ouray	5/30/79	126229	168	328-348
San Miguel	5/31/79	211743	379	529-569

SECRETARY OF STATE OF COLORADO
File No. 372283 on June 8, 1979, at 8:50 o'clock a.m.

IDAHO

County	Date	Entry No.	Book	Page
Bannock	5/24/79	625161	337	—
Bear Lake	5/24/79	118357	Microfilmed	
Bingham	5/24/79	253328	43	18
Bonneville	5/25/79	565559	Microfilmed	
Butte	5/29/79	M-8041	Mortgages	
Caribou	5/24/79	100516	Microfilmed	
Clark	5/24/79	33850	Microfilmed	
Franklin	5/24/79	149768	—	
Fremont	5/24/79	359603	Microfilmed	
Jefferson	5/24/79	198316	Microfilmed	
Lembi	5/24/79	145823	File of Mortgages	
Madison	5/24/79	178732	Microfilmed	
Oneida	5/24/79	99436	Microfilmed	
Power	5/24/79	117639	Inst. #117639 Dr. #5	
Teton	5/24/79	83332	Microfilmed	

SECRETARY OF STATE OF IDAHO
File No. B9002 on May 24, 1979, at 9:02 a.m.

NEW MEXICO

County	Date	Entry No.	Book	Page	Entry No.
Bernalillo	5/23/79	55487			
San Juan	5/23/79	—	855	114	73014

WYOMING

County	Date	Entry No.	Book	Page
Lincoln	5/16/79	524144	156PR	122
Uinta	5/15/79	330733	174-B	1-40

SECRETARY OF STATE OF WYOMING
File No. 159981 on May 16, 1979, at 3:00 p.m.

WHEREAS, in addition to the property described in the Mortgage, as so heretofore supplemented, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage and any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon and for other purposes, the Company executed and delivered to the Trustees a Thirty-fourth Supplemental Indenture, dated as of September 1, 1979 (which supplemental indenture is hereinafter sometimes called the "Thirty-fourth Supplemental Indenture"); and

WHEREAS, said Thirty-fourth Supplemental Indenture was recorded and filed in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming, and with the respective Secretaries of State, as follows:

UTAH

	Recorded				Filed as Chattel		
County	Date	Entry No.	Book	Page	Date	Entry No.	Book
Beaver	11/15/79	136859	160	16-34	11/15/79	136859	4 as filed
Box Elder	10/15/79	740881I	325	25-43	10/15/79	740891I	Fin. Statements
Cache	10/10/79	427341	258	51-69	10/10/79	427342	258 at P. 70-89
Carbon	10/10/79	151350	192	340-358	10/10/79	151351	192 at P. 359-377
Davis	10/ 9/79	546872	795	399-417	10/ 9/79	546872	795 at P. 399-417
Duchesne	10/ 2/79	204803	A-69	406-424	10/ 2/79	204804	No. 4 of Ch. Mtgs.
Emery	10/15/79	286707	110	114-132	10/15/79	286708	110 at P. 133-151
Garfield	11/23/79	179090	259	95-113	11/23/79	179091	259 at P. 114-132
Grand	10/15/79	383471	299	210-228	10/15/79	383472	229 at P. 229-247
Iron	10/15/79	213138	256	13-31	10/15/79	213139	256 at P. 32-50
Juab	10/15/79	162471	282	439-457	10/15/79	162472	282 at P. 458-476
Kane	10/15/79	38928	063	760-777	10/15/79	38929	063 at P. 780-798
Millard	10/15/79	29815	137	120-138	10/15/79	29816	137 at P. 139-157
Morgan	10/ 2/79	45879	M29	538-556	10/ 2/79	45880	M29 at P. 538-556
Piute	10/15/79	85394	19	76-94	10/15/79	85395	19 at P. 95-113
Rich	10/ 9/79	F21212	J-3	2-20	10/ 9/79	51	E at Page U
Salt Lake	10/ 9/79	3347434	4960	11-29	10/ 9/79	3347435	4960 at P. 30-48
San Juan	10/15/79	IF-07231	611	134-152	10/15/79	IF-07232	Filed
Sanpete	11/15/79	248708	211	97-115	11/15/79	248709	211 at P. 116-134
Sevier	10/22/79	201756	148	39-57	10/22/79	210757	148 at P. 58-75
Summit	10/15/79	160219	M143	431-449	10/15/79	160220	M143 at P. 450-468
Tooele	10/15/79	334015	176	484-502	10/15/79	334016	176 at P. 503-521
Uintah	10/22/79	171802	255	331-349	10/22/79	171803	255 at P. 350-368
Utah	10/22/79	41487	1786	778-797	10/22/79	41488	1786 at P. 798-817
Wasatch	10/ 3/79	117700	128	469-487	10/ 3/79	117701	128 at P. 488-506
Weber	10/11/79	792293	1327	459-477	10/11/79	792294	1327 at P. 478-496

SECRETARY OF STATE OF UTAH
October 1, 1979, at 12:56 p.m., File 746665

COLORADO

County	Date	Entry No.	Book	Page
Delta	10/15/79	381640	475	487-505
Gunnison	10/15/79	345336	542	85-103
La Plata	10/15/79	436378	Microfilm #436378	
Montrose	10/15/79	483723	680	405-423
Montezuma	10/15/79	340653	507	192-210
Ouray	10/15/79	127059	168	353-362
San Miguel	10/15/79	214070	382	755-773

SECRETARY OF STATE OF COLORADO

File No. 393574 on October 15, 1979, at 8:45 a.m.

IDAHO

County	Date	Entry No.	Book	Page
Bannock	10/10/79	634759	344	—
Bear Lake	10/10/79	119708	Microfilmed	
Bingham	10/10/79	258560	43 Microfilmed	
Bonneville	10/12/79	573998	Microfilmed	
Butte	10/11/79	M-8504	Mortgages	
Caribou	10/10/79	102202	Microfilmed	
Clark	10/10/79	34191	Microfilmed	
Franklin	10/11/79	151096	—	
Fremont	10/10/79	361875	Microfilmed	
Jefferson	10/10/79	200597	Microfilmed	
Lemhi	10/11/79	149002	Mortgages	
Madison	10/10/79	180969	13	220
Oneida	10/10/79	099979	Microfilmed	
Power	10/10/79	118786	Inst. #118786 Dr. #6	
Teton	10/10/79	84241	Microfilmed	

SECRETARY OF STATE OF IDAHO

File No. B15396 on October 11, 1979, at 2:03 p.m.

NEW MEXICO

County	Date	Entry No.	Book	Page	Entry No.
Bernalillo	10/11/79	62299			
San Juan	10/12/79	70406	864	321	75087

WYOMING

County	Date	Entry No.	Book	Page
Lincoln	10/ 4/79	531067	160PR	474
Uinta	10/ 3/79	336445	174-B	1-18

SECRETARY OF STATE OF WYOMING

File No. 163620 on October 4, 1979, at 12:35 p.m.

WHEREAS, in addition to the property described in the Mortgage, as so heretofore supplemented, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon and for other purposes, the Company executed and delivered to the Trustees a Thirty-fifth Supplemental Indenture, dated as of March 1, 1980 (which supplemental indenture is hereinafter sometimes called the "Thirty-fifth Supplemental Indenture"); and

WHEREAS, said Thirty-fifth Supplemental Indenture was recorded and filed in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming, and with the respective Secretaries of State, as follows:

UTAH

	Recorded			
County	Date	Entry No.	Book	Page
Beaver	5/ 8/80	139340	166	374
Box Elder	6/17/80	78766H	332	900-918
Cache	5/ 8/80	432902	267	915-933
Carbon	5/ 8/80	153957	197	632-650
Davis	6/17/80	566809	827	665-683
Duchesne	4/28/80	207826	A-73	509-527
Emery	5/ 8/80	290587	113	307-325
Garfield	5/12/80	180570	262	3-21
Grand	5/ 8/80	385914	307	307-325
Iron	5/ 8/80	217821	262	511-529
Juab	5/ 9/80	165360	287	86-104
Kane	5/ 8/80	40991	065	426-444
Millard	5/ 9/80	31916	141	460-478
Morgan	4/28/80	46408	M-31	93-111
Piute	5/ 8/80	86307	19	306-324
Rich	4/30/80	F.22.545	N3	1-19
Salt Lake	5/ 8/80	3431943	5098	727
San Juan	5/ 8/80	IF-12344	617	121-139
Sanpete	5/ 9/80	251681	215	934-952
Sevier	5/ 9/80	204561	154	469-487
Summit	5/ 8/80	166446	M157	573-591
Tooele	5/ 9/80	337586	181	956-974
Uintah	5/ 8/80	175104	264	376-394
Utah	5/ 8/80	16210	1832	855
Wasatch	4/28/80	119759	133	44-62
Weber	5/ 9/80	810446	1355	427-445

SECRETARY OF STATE OF UTAH

April 23, 1980, at 3:53 p.m., File No. 777737

COLORADO

County	Date	Entry No.	Book	Page
Delta	5/ 5/80	385149	481	71-89
Gunnison	5/ 2/80	349822	549	777
La Plata	5/ 2/80	442811	Microfilm #442811	
Montrose	5/ 2/80	487980	687	524-542
Montezuma	5/ 5/80	344246	513	404-422
Ouray	5/ 2/80	128257	168	400-409
San Miguel	5/ 2/80	216483	386	551-569

SECRETARY OF STATE OF COLORADO

File No. 426932 on May 6, 1980, at 8:30 a.m.

IDAHO

County	Date	Entry No.	Book	Page
Bannock	4/29/80	646611	352	
Bear Lake	3/29/80	121599	Microfilmed	
Bingham	5/ 7/80	266233	44	951
Bonneville	4/29/80	585456	Microfilmed	
Butte	4/29/80	M-9343	1	M9343
Caribou	4/29/80	104706	Microfilmed	
Clark	4/29/80	34736	Micro. No. 34736	
Franklin	4/29/80	152821	Microfilmed	
Fremont	4/29/80	365062	Microfilm No. 365062	
Jefferson	4/29/80	203600	Mortgages	87
Lemhi	4/29/80	152049	File of Mortgages	
Madison	4/29/80	183763	183763	
Oneida	4/29/80	100830	Microfilm No. 100830	
Power	4/29/80	120307	Inst. No. 120307, Dr. #6	
Teton	4/29/80	85372	Microfilmed	

SECRETARY OF STATE OF IDAHO

File No. B23247 on May 1, 1980, at 9:07 a.m.

NEW MEXICO

County	Date	Entry No.	Book	Page
Bernalillo	5/ 5/80	71132		
San Juan	5/ 5/80	77878	880	508

WYOMING

County	Date	Entry No.	Book	Page
Lincoln	4/30/80	539326	165PR	178
Uinta	4/29/80	345403	174-B	1-18

SECRETARY OF STATE OF WYOMING

File No. 168964 on April 30, 1980, at 11:30 a.m.

WHEREAS, the Company heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, the following series of First Mortgage Bonds:

Series	Principal Amount Issued	Principal Amount Outstanding
8⅜% Series due September 1, 2006	$40,000,000	$40,000,000
6⅜% Series due November 1, 2006	50,000,000	50,000,000
8½% Series due March 1, 2007	55,000,000	55,000,000
8¼% Series due September 1, 2007	50,000,000	50,000,000
5.90% Series due April 1, 2008	42,000,000	42,000,000
9⅛% Series due May 1, 2008	50,000,000	50,000,000
10⅛% Series due April 1, 2009	35,000,000	35,000,000
10¼% Series due September 1, 2009	65,000,000	65,000,000
14¾% Series due March 1, 2010	60,000,000	60,000,000

which bonds are also sometimes called bonds of the Twenty-seventh through Thirty-fifth series, respectively; 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, 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 coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and 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 may also contain such provisions not inconsistent with the provisions of the Mortgage 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; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly re-

served to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may 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 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 shall be situated; and

WHEREAS, the Company now desires to create two new series of bonds and 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 bonds of the Thirty-sixth and Thirty-seventh 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 the Company, in consideration of the premises and of One Dollar 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 evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of 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 said bonds, hereby grants, bargains, sells, re-

leases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Morgan Guaranty Trust Company of New York and R. Amundsen, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all properties of the Company specifically described in Article IV hereof; also all other property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the above mentioned supplemental indentures (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, 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 water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, 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, street and interurban railway systems, 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, mains and pipes, service pipes, fittings, valves, and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other 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 real estate or the occupancy of the same and (except

as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage, as heretofore supplemented, described.

Together With all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all of 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 aforesaid property and franchises and every part and parcel thereof.

It Is Hereby Agreed by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company 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 as fully embraced within the lien hereof and the lien of the Mortgage, as hereby or heretofore supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

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 this Thirty-sixth Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, namely: (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, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and

other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) 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 XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 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 the 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 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 supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if 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 Morgan Guaranty Trust Company

of New York and R. Amundsen, as 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 successors in said trust under the Mortgage as follows:

ARTICLE I

Thirty-Sixth Series of Bonds

Section 1. (I) There shall be a series of bonds designated "11⅛% First Series due April 1, 2011" (herein sometimes referred to as the "Thirty-sixth 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 Article I specified. Bonds of the Thirty-sixth Series shall be dated as in Section 10 of the Mortgage provided; shall mature on April 1, 2011; shall be issued as fully registered bonds in denominations of Five Thousand Dollars and in any multiple or multiples of Five Thousand Dollars; shall bear interest at the rate of 11⅛% per annum, payable semiannually on October 1 and April 1 of each year; 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.

(II) Upon the redemption, in whole or in part, of Emery County, Utah, Pollution Control Revenue Bonds, 11⅛% Series due April 1, 2011 (Utah Power & Light Company Project) (hereinafter referred to as the "Emery 2011 Bonds"), issued under the Indenture of Trust, dated as of November 1, 1976, as amended and supplemented (hereinafter referred to as the "Emery Indenture"), of Emery County, Utah, bonds of the Thirty-sixth Series shall be redeemed in whole or in like part. To effect the redemption of bonds of the Thirty-sixth Series, the trustee under the Emery Indenture (hereinafter referred to as the "Emery Trustee") shall deliver to the Corporate Trustee (and mail a copy thereof to the Company) a written demand (hereinafter referred to as the "Emery 2011 Redemption Demand") for the redemption of

bonds of the Thirty-sixth Series equal in principal amount to the principal amount of Emery 2011 Bonds to be redeemed. The Emery 2011 Redemption Demand shall be signed by the President, a Vice President or a Trust Officer of the Emery Trustee and shall state: (1) the principal amount of Emery 2011 Bonds to be redeemed; (2) the interest thereon to be payable on the redemption date; (3) the redemption date and that notice thereof has been given as required in the Emery Indenture; (4) in the case of an optional redemption of Emery 2011 Bonds, that sufficient available funds to effect such redemption have been deposited in the Bond Fund established pursuant to the Emery Indenture; and (5) that the Corporate Trustee is thereby instructed to call the stated principal amount of bonds of the Thirty-sixth Series for redemption on the stated date fixed for redemption of the Emery 2011 Bonds. The Emery 2011 Redemption Demand shall also contain a waiver of notice of such redemption by the Emery Trustee, as holder of all bonds of the Thirty-sixth Series then Outstanding. The Corporate Trustee may conclusively presume the statements contained in the Emery 2011 Redemption Demand to be correct. Redemption of bonds of the Thirty-sixth Series shall be at the principal amount of the bonds to be redeemed, together with accrued interest to the redemption date, and such amount shall become and be due and payable on the redemption date. The Company hereby covenants that, if an Emery 2011 Redemption Demand shall be delivered to the Corporate Trustee, the Company, subject to subdivision (III) of this Article I, will deposit, on or before the redemption date, with the Corporate Trustee, in accordance with Article XI of the Mortgage, an amount in cash sufficient to redeem the bonds of the Thirty-sixth Series so called for redemption.

(III) All bonds of the Thirty-sixth Series shall be pledged by the Company with the Emery Trustee to secure the payment of the principal of and interest on the Emery 2011 Bonds. The obligation of the Company to make payments with respect to the principal of and interest on bonds of the Thirty-sixth Series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the then due principal of and interest on the Emery 2011 Bonds shall have been fully or partially paid or there shall be in the Bond Fund established pursuant to the Emery Indenture sufficient available funds to fully or partially pay the then due principal of and interest on the Emery 2011 Bonds.

The Corporate Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and interest on bonds of the Thirty-sixth Series shall have been fully satisfied and discharged unless and until the Corporate Trustee shall have received a written notice from the Emery Trustee, signed by its President, a Vice President or a Trust Officer, stating (i) that timely payment of the principal of or interest on the Emery 2011 Bonds has not been made, (ii) that there are not sufficient available funds in the Bond Fund to make such payment, and (iii) the amount of funds required to make such payment.

(IV) At the option of the registered owner, any bonds of the Thirty-sixth Series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, together with a written instrument of transfer whenever required by the Company duly executed by the registered owner or by his duly authorized attorney, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

Bonds of the Thirty-sixth Series shall be transferable (subject to the provisions of Section 12 of the Mortgage) at the office or agency of the Company in the Borough of Manhattan, The City of New York.

Upon the delivery of this Thirty-sixth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as heretofore supplemented, there shall be an initial issue of bonds of the Thirty-sixth Series for the aggregate principal amount of $45,000,000.

ARTICLE II

Thirty-seventh Series of Bonds

Section 2. (I) There shall be a series of bonds designated "11⅛% Second Series due April 1, 2011" (herein sometimes referred to as the "Thirty-seventh 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 Article II specified. Bonds of the Thirty-seventh Series shall be dated as in Section 10 of the Mortgage provided; shall mature

on April 1, 2011; shall be issued as fully registered bonds in denominations of Five Thousand Dollars and in any multiple or multiples of Five Thousand Dollars; shall bear interest at the rate of 11⅛% per annum, payable semiannually on October 1 and April 1 of each year; 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.

(II) Upon the redemption, in whole or in part, of Lincoln County, Wyoming, Pollution Control Revenue Bonds, 11⅛% Series due April 1, 2011 (Utah Power & Light Company Project) (hereinafter referred to as the "Lincoln 2011 Bonds"), issued under the Indenture of Trust, dated as of April 1, 1981 (hereinafter referred to as the "Lincoln Indenture"), of Lincoln County, Wyoming, bonds of the Thirty-seventh Series shall be redeemed in whole or in like part. To effect the redemption of bonds of the Thirty-seventh Series, the trustee under the Lincoln Indenture (hereinafter referred to as the "Lincoln Trustee") shall deliver to the Corporate Trustee (and mail a copy thereof to the Company) a written demand (hereinafter referred to as the "Lincoln 2011 Redemption Demand") for the redemption of bonds of the Thirty-seventh Series equal in principal amount to the principal amount of Lincoln 2011 Bonds to be redeemed. The Lincoln 2011 Redemption Demand shall be signed by the President, a Vice President or a Trust Officer of the Lincoln Trustee and shall state: (1) the principal amount of Lincoln 2011 Bonds to be redeemed; (2) the interest thereon to be payable on the redemption date; (3) the redemption date and that notice thereof has been given as required in the Lincoln Indenture; (4) in the case of an optional redemption of Lincoln 2011 Bonds, that sufficient available funds to effect such redemption have been deposited in the Bond Fund established pursuant to the Lincoln Indenture; and (5) that the Corporate Trustee is thereby instructed to call the stated principal amount of bonds of the Thirty-seventh Series for redemption on the stated date fixed for redemption of the Lincoln 2011 Bonds. The Lincoln 2011 Redemption Demand shall also contain a waiver of notice of such redemption by the Lincoln Trustee, as holder of all bonds of the Thirty-seventh Series then Outstanding. The Corporate Trustee may conclusively presume the statements contained in the Lincoln 2011

Redemption Demand to be correct. Redemption of bonds of the Thirty-seventh Series shall be at the principal amount of the bonds to be redeemed, together with accrued interest to the redemption date, and such amount shall become and be due and payable on the redemption date. The Company hereby covenants that, if a Lincoln 2011 Redemption Demand shall be delivered to the Corporate Trustee, the Company, subject to subdivision (III) of this Article II, will deposit, on or before the redemption date, with the Corporate Trustee, in accordance with Article XI of the Mortgage, an amount in cash sufficient to redeem the bonds of the Thirty-seventh Series so called for redemption.

(III) All bonds of the Thirty seventh Series shall be pledged by the Company with the Lincoln Trustee to secure the payment of the principal of and interest on the Lincoln 2011 Bonds. The obligation of the Company to make payments with respect to the principal of and interest on bonds of the Thirty-seventh Series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the then due principal of and interest on the Lincoln 2011 Bonds shall have been fully or partially paid or there shall be in the Bond Fund established pursuant to the Lincoln Indenture sufficient available funds to fully or partially pay the then due principal of and interest on the Lincoln 2011 Bonds. The Corporate Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and interest on bonds of the Thirty-seventh Series shall have been fully satisfied and discharged unless and until the Corporate Trustee shall have received a written notice from the Lincoln Trustee, signed by its President, a Vice President or a Trust Officer, stating (i) that timely payment of the principal of or interest on the Lincoln 2011 Bonds has not been made, (ii) that there are not sufficient available funds in the Bond Fund to make such payment, and (iii) the amount of funds required to make such payment.

(IV) At the option of the registered owner, any bonds of the Thirty-seventh Series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, together with a written instrument of transfer whenever required by the Company duly executed by the registered

owner or by his duly authorized attorney, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

Bonds of the Thirty-seventh Series shall be transferable (subject to the provisions of Section 12 of the Mortgage) at the office or agency of the Company in the Borough of Manhattan, The City of New York.

Upon the delivery of this Thirty-seventh Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as heretofore supplemented, there shall be an initial issue of bonds of the Thirty-seventh Series for the aggregate principal amount of $45,000,000.

ARTICLE III

Miscellaneous Provisions

Section 3. All bonds of the Thirty-sixth or Thirty-seventh Series acquired by the Company shall forthwith be delivered to the Corporate Trustee for cancellation.

Section 4. Subject to any amendments provided for in this Thirty-sixth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Thirty-sixth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

Section 5. The Trustees hereby accept the trusts herein 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 and upon the following terms and conditions:

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. In general, each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, 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 any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, 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 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

PARAGRAPH ONE

ELECTRIC GENERATING PLANTS

The electric generating plants, developments and stations of the Company, including all dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, buildings, boilers, generators, machinery, poles, wires and other equipment; and all lands of the

Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's water appropriations and water rights, reservoir, storage and flowage rights, licenses, easements, rights of way, permits, franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, including but not limited to, the following described property situated in the State of Utah:

(1) *Hunter Steam Electric Plant* (Item (1) of Paragraph One of the Twenty-fifth Supplemental Indenture).

Additional Land:

(1) All of the NE ¼ of the SW ¼, Section 9, T. 19 S., R. 8 E., S.L.M. being land acquired by deed dated December 27, 1978 and recorded January 4, 1979 in Book 103, Page 676 in the records of the County Recorder of Emery County, Utah.

(2) Beginning 50 feet east and 465 feet north, more or less, from the south quarter corner of Section 8, T. 19 S., R. 8 E., S.L.M., thence S. 13°21′11″ E. 254.46 feet, thence Northerly along the arc of a 572.96 foot radius curve to the right 256.60 feet to the point of beginning, being land acquired by deed dated January 4, 1979 and recorded January 5, 1979 in Book 103, Page 692 in the records of the County Recorder of Emery County, Utah.

(3) The NE ¼ of the SE ¼ of Section 30, T. 19 S., R. 8 E., S.L.M., being land acquired by deed dated May 8, 1980 and recorded May 14, 1980 in Book 113, Pages 418 and 419 in the records of the County Recorder of Emery County, Utah.

(4) Lot 7, the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼, Section 6 and the NW ¼ of the NE ¼ of Section 7, T. 18 S., R. 9 E., S.L.M., being land acquired by deed dated March 13, 1979 and recorded March 20, 1979 in Book 105, Page 678 in the records of the County Recorder of Emery County, Utah.

(5) Beginning N. 88°23′05″ E. 67.87 feet from the west quarter corner of Section 32, T. 18 S., R. 8 E., S.L.M., thence

N. 88°23′05″ E. 389.79 feet to a point on the arc of an 1382.40 foot radius curve, thence Southeasterly along the arc of said curve to the left 56.60 feet, thence S. 82°45′47″ E. 829.65 feet, thence S. 01°10′24″ E. 126.36 feet, thence N. 82°45′47″ W. 848.14 feet to the point of tangency with a 1507.40 foot radius curve, thence Northwesterly along the arc of said curve to the right 448.31 feet to the point of beginning.

Beginning N. 88°23′05″ E. 459.7 feet from the west quarter corner of Section 32, T. 18 S., R. 8 E., S.L.M. thence N. 88°23′05″ E. 54.17 feet, thence S. 82°45′47″ E. 123.66 feet, thence S. 77°03′09″ E. 100.5 feet, thence N. 82°45′47″ W. 223.66 feet, to a point on the arc of a 1382.4 foot radius curve, thence Northwesterly along the arc of said curve to the right 53.44 feet to the point of beginning, being land acquired by deed dated March 2, 1978 and recorded March 3, 1978 in Book 96, Pages 736 and 737 in the records of the County Recorder of Emery County, Utah.

(6) Beginning at the southwest corner of Section 14, T. 18 S., R. 7 E., S.L.M., thence North 2640 feet, thence East 657.4 feet, thence S. 44°55′ E. 437.2 feet, thence N. 59°30′ E. 610 feet, thence East 52 feet, thence S. 46°05′ E. 226.4 feet, thence N. 36°45′ E. 160 feet, thence East 815.9 feet, thence South 2640 feet, thence West 2640 feet to the point of beginning.

Beginning at the center of the NW ¼ of Section 14, T. 18 S., R. 7 E., S.L.M., thence North 1320 feet, thence West 1100 feet, thence South 2640 feet, thence East 337.4 feet, thence North 656 feet, thence East 551 feet, thence N. 17°00′ E. 694.3 feet, thence West 91.1 feet to the point of beginning. Except 2.24 acres deeded to the State Road Commission.

The S ½ of the SE ¼ and the NW¼ of the SE ¼, Section 14, T. 18 S., R. 7 E., S.L.M. Except .36 acres deeded to the State Road Commission.

All of the NE ¼, Section 23, T. 18 S., R. 7 E., S.L.M., less 30 acres deeded to Emery Mining Corp. Containing 130 acres.

Beginning at a point 1320 feet East of the northwest corner of the SW ¼ Section 24, T. 18 S., R. 7 E., S.L.M., thence N. 80°00′ E. 924 feet, thence S. 82°00′ E. 363 feet, thence N. 37°00′ E. 1452 feet, thence East 495 feet, thence South 2640 feet, thence West 2640 feet, thence North 1320 feet to the point of beginning. Also the W ½ of the NW ¼ and the SE ¼ of the SE ¼, Section 24, T. 18 S., R. 7 E., S.L.M., less 89.5 acres deeded to Emery Mining Corp.

Beginning approximately 429 feet East and 792 feet South of the northwest corner of the NE ¼ of Section 24, T. 18 S., R. 7 E., S.L.M., thence S. 51°25′ E. 66 feet, thence S. 30°00′ E. 99 feet, thence S. 45°00′ E. 586.08 feet, thence East 70 feet, thence North approximately 1237.5 feet, thence N. 41°00′ W. approximately 82.5 feet, thence West to a point 792 feet North of the point of beginning, thence South 792 feet to the point of beginning.

Beginning at the northeast corner of the NW ¼ of the NW ¼ of Section 24, T. 18 S., R. 7 E., S.L.M., thence South 222.75 feet, thence N. 64°25′ E. 57.75 feet, thence N. 78°30′ E. 382.8 feet, thence S. 71°00′ E. 462 feet, thence S. 43°20′ E. 486.42 feet, thence S. 78°45′ E. 264 feet, thence S. 62°30′ E. 220.44 feet, thence North approximately 792 feet, thence West approximately 1749 feet to the point of beginning.

Beginning 231 feet South of the northwest corner of the NE ¼ of the NW ¼ of Section 24, T. 18 S., R. 7 E., S.L.M., thence N. 64°20′ E. 87.78 feet, thence N. 78°30′ E. 382.8 feet, thence S. 71°00′ E. 462 feet, thence S. 43°20′ E. 486.42 feet, thence S. 78°45′ E. 264 feet, thence S. 62°30′ E. 220.44 feet, thence S. 51°25′ E. 66 feet, thence S. 30°00′ E. 99 feet, thence S. 45°00′ E. 586.08 feet, thence S. 37°00′ W. 1452 feet, thence N. 82°00′ W. 363 feet, thence S. 80°00′ W. 924 feet, thence North 2409 feet to the point of beginning.

All of Lot 4 of Section 19, T. 18 S., R. 8 E., S.L.M., being land acquired by deed dated March 10, 1978, and recorded May 26, 1978 in Book 98, Pages 651 and 652 in the records of the County Recorder of Emery County, Utah.

Also, all other electric generating plants, developments and stations of the Company, or parts thereof, and all lands, owned by the Company acquired for or in connection with the same, and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation of the same.

PARAGRAPH TWO

Substations, Switchyards and Switchracks

The electric substations, switchyards and switchracks of the Company, including all buildings, structures, towers, poles, underground structures, conduits, equipment, appliances and devices for transforming, converting and distributing electric energy; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public street or highway, or the public lands of the United States, or of any state, or other lands, public or private; including, but not limited to, the following described property within the States of Idaho and Utah.

In the State of Idaho:

(1) *Georgetown 46 kV Substation* in Bear Lake County, Idaho, located on land described as follows:

Beginning S. 72°35′49″ W. 2593.88 feet from the North quarter corner of Section 13, T. 11 S., R. 43 E., B.M., thence S. 0°16′12″ W. 202.29 feet, thence N. 89°43′48″ W. 150 feet, thence N. 0°16′12″ E. 150 feet, thence N. 71°03′12″ E. 158.85 feet to the point of beginning, being land acquired by deed dated October 23, 1975 and recorded December 16, 1975, Microfilm 106852 in the records of the County Recorder of said County.

(2) *Egin 69 kV Substation* in Fremont County, Idaho, located on land described as follows:

Beginning 238 feet west from the southeast corner of Section 10, T. 7 N., R. 39 E., B.M., thence North 234 feet, thence West 200 feet, thence South 234 feet, thence East 200 feet, to the point of beginning being land acquired by deed dated March 24, 1978 and recorded May 1, 1978, Microfilm 353602 in the records of the County Recorder of said County.

In the State of Utah:

(1) *Clear Creek Substation* in Carbon County, Utah, additional land described as follows:

Beginning 569.69 feet south and 358.79 feet east from the northwest corner of Section 33, T. 13 S., R. 7 E., S.L.M., thence S. 32°43′ E. 175 feet, thence N. 57°17′ E. 175 feet, thence N. 32°43′ W. 175 feet, thence S. 57°17′ W. 175 feet to the point of beginning, less land acquired in the 12th Indenture, Page 38, No. 37 and being land acquired by deed dated January 1, 1976 and recorded February 27, 1976 in Book 158, Pages 242 and 243 in the records of the County Recorder of said County.

(2) *Sutherland Substation* in Millard County, Utah, located on land described as follows:

Beginning 1320 feet north and 415 feet west, more or less, from the south quarter corner of Section 31, T. 16 S., R. 6 W., S.L.M., thence West 330 feet, more or less, thence South 200 feet, thence East 200 feet, thence N. 33°43′ E. 238 feet, more or less, to the point of beginning being land acquired by deed dated September 27, 1978 and recorded September 28, 1978 in Book 130, Pages 106 and 107 in the records of the County Recorder of said County.

(3) *East Draper 138 kV Substation* in Salt Lake County, Utah, located on land described as follows:

Beginning at the northeast corner of Lot 6, Block 20, Draperville, thence South 95 feet, more or less, thence N. 34°45′ W. 113 feet, more or less, thence East 65 feet, more

or less, to the point of beginning, being land acquired by deed dated October 10, 1976 and recorded October 12, 1976 in Book 4366, Page 154 in the records of the County Recorder of said County.

(4) *Wood Substation* in Salt Lake County, Utah, located on land described as follows:

Beginning 35 feet south and 1320 feet west from the northeast corner of Section 35, T. 2 S., R. 2 W., S.L.M., thence West 200 feet, thence South 250 feet, thence East 200 feet, thence North 250 feet to the point of beginning, being land acquired by deed dated October 10, 1979 and recorded October 11, 1979 in Book 4962, Page 424 in the records of the County Recorder of said County.

Also, all other electric substations, switchyards and switchracks owned by the Company, and all lands of the Company upon which the same are situated, and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States, or of any state or other lands, public or private.

PARAGRAPH THREE

Transmission Lines

The electric transmission lines of the Company, including all towers, poles, pole lines, transformers, wires, switchracks, insulators and other appliances and equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of

any state, or other lands, public or private, including, but not limited to, the following property situated in the States of Utah, Idaho and Wyoming.

In the State of Utah:

(1) *Ben Lomond-Terminal Transmission Line,* a 345 kV suspension type insulator, double circuit, steel tower type transmission line in Weber, Davis and Salt Lake Counties, Utah, extending from the Company's Ben Lomond Substation in a southerly direction to the Company's Terminal Substation.

(2) *Camp Williams-Sigurd #2 Transmission Line,* a 345 kV suspension type insulator, single circuit, double wood pole type transmission line in Salt Lake, Utah, Juab, Sanpete and Sevier Counties, Utah, extending from the Company's Camp Williams Substation in a southerly direction to the Company's Sigurd Substation.

(3) *Emery-Sigurd #2 Transmission Line,* a 345 kV suspension type insulator, double circuit steel tower VEE type and single circuit wood pole double "U" frame type transmission line in Emery and Sevier Counties, Utah, extending from the Company's Emery Plant Substation in a southerly, westerly and southerly direction to the Company's Sigurd Substation.

(4) *Smithfield-North Logan Transmission Line,* a 138 kV suspension type insulator, single circuit, single wood pole type transmission line in Cache County, Utah, extending from the Company's Smithfield Substation in an easterly and southeasterly direction to the Company's North Logan Substation.

(5) *Blanding-Mexican Hat, Nuclear Substation Tap,* a 69 kV suspension type insulator, single circuit, single wood pole type transmission line in San Juan County, Utah, extending from the Company's Blanding-Mexican Hat 69 kV Line in a westerly direction to the Customer's Nuclear Substation.

(6) *Ben Lomond-Western Zirconium Line,* a 138 kV post and suspension type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from

the Company's Ben Lomond Substation in a southwesterly direction to the Customer's Substation.

(7) *Terminal-Weber, Loop to Fruit Heights Substation,* a 46 kV post type insulator, single circuit, single wood pole type transmission line in Davis County, Utah, extending from the Company's Terminal-Weber 46 kV Line in a westerly direction to the Company's Fruit Heights Substation.

(8) *Olmsted-Orem, Signetics Substation Tap,* a 46 kV post type insulator, single circuit, single wood pole type transmission line in Utah County, Utah, extending from the Company's Olmsted-Orem 46 kV Line in a southerly direction to the Customer's Signetics Substation.

(9) *Nebo-Moroni Line,* a 138/46 kV suspension type insulator, single circuit, single pole and two pole wood type transmission line in Utah and Juab Counties, Utah, extending from the Company's Nebo Substation in a southeasterly direction to the Company's Moroni Substation.

(10) *McFadden-Emery, Emery Substation Tap,* a 69 kV post type insulator, single circuit, single wood pole type transmission line in Emery County, Utah, extending from the Company's McFadden-Emery 69 kV Line in an easterly direction to the Company's Emery Substation.

(11) *Ninety South-Carbon, East Draper Substation Tap,* a 138 kV post type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Ninety South-Carbon 138 kV Line in an easterly direction to the Company's East Draper Substation.

(12) *Delta-Clear Lake, Continental Lime Substation Tap,* a 46 kV suspension type insulator, single circuit, single wood pole type transmission line in Millard County, Utah, extending from the Company's Delta-Clear Lake 46 kV Line in a southerly direction to the Customer's Substation.

(13) *Wheelon-Nucor Line,* a 138 kV post and suspension type insulator, double circuit, single pole and two pole wood

type transmission line in Box Elder County, Utah, extending from the Company's Wheelon Substation in a south and westerly direction to the Customer's Substation.

In the State of Idaho:

(1) *Antelope-Moore Transmission Line*, a 230 kV suspension type insulator, single circuit, double wood pole type transmission line in Butte County, Idaho, extending from the Company's Antelope Substation in a northwesterly direction to the Customer's Moore Substation.

(2) *Rigby-St. Anthony, Thornton Substation Tap*, a 69 kV post type insulator, single circuit, single wood pole type transmission line in Madison County, Idaho, extending from the Company's Rigby-St. Anthony 69 kV Line in an easterly direction to the Company's Thornton Substation.

(3) *Goshen-Rigby, Ammon Substation Tap*, a 69 kV post type insulator, single circuit, single wood pole type transmission line in Bonneville County, Idaho, extending from the Company's Goshen-Rigby 69 kV Line in a westerly direction to the Company's Ammon Substation.

(4) *Rigby-St. Anthony, Egin Substation Tap*, a 69 kV post type insulator, single circuit, single pole and two pole wood type transmission line in Fremont County, Idaho, extending from the Company's Rigby-St. Anthony 69 kV Line in a northwesterly direction to the Company's Egin Substation.

In the State of Wyoming:

(1) *Naughton-Evanston Transmission Line*, a 138 kV suspension type insulator, single circuit, double wood pole type transmission line in Lincoln and Uinta Counties, Wyoming, extending from the Company's Naughton Substation in a southwesterly direction to the Company's Evanston Substation.

(2) *Naughton-Evanston, Ryckman Substation Tap*, a 138 kV suspension type insulator, single circuit, double wood pole type transmission line in Uinta County, Wyoming, extending from the Company's Naughton-Evanston 138 kV Line in a westerly direction to the Customer's Ryckman Substation.

(3) *Naughton-Evanston, Carter Creek Substation Tap,* a 138 kV suspension type insulator, single circuit double wood pole type transmission line in Uinta County, Wyoming, extending from the Customer's Whitney Substation in a northerly direction to the Customer's Carter Creek Substation.

(4) *Naughton-Evanston, Whitney Substation Tap,* a 138 kV suspension type insulator, single circuit, double wood pole type transmission line in Uinta County, Wyoming, extending from the Customer's Ryckman Substation in a westerly direction to the Whitney Substation.

Also, all extensions, branches and taps of said transmission lines, or any of them; and all other transmission lines of the Company, and all lands owned by the Company upon which the same are situated; and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any state, or other lands, public or private.

PARAGRAPH FOUR

Distribution Lines and Systems

The electric distribution lines and systems of the Company, including all towers, poles, pole lines, wires, switchracks, transformers, insulators, underground conduits and ducts, meters and appurtenances, appliances, devices and equipment and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States, or of any state, or other lands, public or private, including, but not limited to, all of the Company's right, title and interest in and to:

The electric distribution lines and systems of the Company as constructed and equipped in or near the communities, villages, towns, cities and counties enumerated in Paragraph Seven of this Article. Also all rural electric distribution lines and systems of the Company in any of the counties of Utah, Idaho and Wyoming, enumerated in said Paragraph Seven.

Also, all extensions, branches and taps of said distribution lines and systems; and all other distribution lines and systems of the Company; and all lands owned by the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States or of any state, or other lands, public or private.

PARAGRAPH FIVE

Telephone Lines and Communication Systems

The telephone lines and communication systems of the Company, including all poles, pole lines, wires, structures, insulators, hardware, ground wires, supports and other appliances and apparatus and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any state or other lands, public or private.

Also, all extension, branches and taps of said telephone lines and communication systems or any of them; and all other telephone lines and communication systems of the Company and all lands owned by the Company upon which the same are situated; and all other properties

of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any state, or other lands, public or private.

PARAGRAPH SIX

Federal Licenses and Rights of Way

The licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest, by the United States of America or the departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines, substations, switchracks, coal mines and other property forming a part thereof or appertaining thereto, including, but not limited to, all of the Company's right, title and interest in and to the following licenses and permits which cover the use and occupancy of certain lands of the United States used in connection with the Company's plants and lines as indicated:

(1) *Caribou-Conda Simplot 138/46 kV Line,* Department of the Interior Grant, Serial No. I-15315, issued July 10, 1979, expires July 9, 2009.

(2) *Motorola Communication, Western Broadcasting Commercial Communication & Industrial Communication 7.2 kV Lines,* Department of the Interior Grant, Serial No. W-64968, issued August 15, 1978, expires August 15, 2009.

(3) *University of Utah Translator Station 7.2 kV Line,* Department of the Interior Grant, Serial No. U-43405, issued October 3, 1979, expires October 2, 2009.

(4) *Naughton-Evanston 138 kV Line, Tap to Ryckman and Whitney Substation,* Department of the Interior Grant,

Serial No. W-71349, issued September 2, 1980, expires June 24, 2010.

(5) *Naughton-Evanston 138 kV Line, Tap to Ryckman to Whitney to Carter Substation*, Department of the Interior Grant, Serial No. W-71348, issued August 29, 1980, expires June 24, 2010.

(6) *Emery-Spanish Fork 345 kV*, Department of the Interior Grant, Serial No. U-39936, issued August 18, 1980, expires August 17, 2015.

(7) *Wilbert Mine 25 kV Line*, Department of the Interior Grant, Serial No. 1-8428, issued August 1, 1979, expires July 31, 2009.

(8) *Daniels International 12.5/25 kV*, Department of the Interior Grant, Serial No. W-72656, issued January 5, 1981, expires January 4, 2011.

(9) *Blanding-Mexican Hat 69 kV Line, Tap to Energy Fuels Nuclear, Inc.*, Department of the Interior Grant, Serial No. U-43550, issued February 8, 1980, expires February 7, 2010.

(10) *Southern Utah Fuel Company 69 kV Tap Line*, Department of the Interior Grant, Serial No. U-38062, issued February 8, 1980, expires February 7, 2010.

(11) *Producers Irrigation Co. 12.5 kV Line*, Department of the Interior Grant, Serial No. I-16008, issued April 3, 1980, expires April 2, 2005.

(12) *Rowley Brothers 12.5 kV Line*, Department of the Interior Grant, Serial No. U-44602, issued May 28, 1980, expires May 27, 2010.

(13) *Bechtire Coal Mine Escapeway Tunnel*, Department of the Interior Grant, Serial No. U-45337, issued May 28, 1980, expires May 27, 2000.

(14) *Thompson Information Center 4 kV Underground Line,* Department of the Interior Grant, Serial No. U-39051, issued September 25, 1979, expires September 24, 2009.

(15) *Snow Park Subdivision 12.5 kV Underground Line,* Department of the Interior Grant, Serial No. U-42641, issued December 7, 1979, expires December 6, 2009.

(16) *James Bonine & Dynalectron Corp. 7.2 kV Line,* Department of the Interior Grant, Serial No. U-40131, issued November 30, 1979, expires November 29, 2009.

(17) *Delta-Clear Lake 46 kV Line, Tap to Continental Line,* Department of the Interior Grant, Serial No. U-43517, issued December 13, 1979, expires December 12, 2009.

Also, all other licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest by the United States of America or the departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines, substations, or switchracks, coal mines, and other property forming a part thereof or appertaining thereto.

PARAGRAPH SEVEN

Franchises

The franchises of the Company, including all franchises, licenses, privileges, permits, grants and consents for the construction, maintenance and operation of electric transmission lines, distribution lines and systems, telephone lines, and steam and hot water conduits, through in, over, under, across, and upon the streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto which have been granted to the Company or its predecessors by the governing bodies of the respective villages, towns, cities and counties in the States of Utah and Idaho as follows:

Municipal Franchises

UTAH

Name	Town or City	Service	Expiration
Eureka	Town	G.E.S.	6/12/2029
Castle Dale	Town	G.E.S.	2/11/2031
Bluffdale	City	G.E.S.	6/26/2029
Portage	Town	G.E.S.	4/ 3/2030
Howell	Town	G.E.S.	7/ 1/2030
West Valley	City	G.E.S.	7/ 1/2030
Orangeville	City	G.E.S.	7/ 1/2005
Scipio	Town	G.E.S.	8/ 1/2005
Brigham City	City	G.E.S.	3/ 5/2031

Municipal Franchises

IDAHO

Name	Town or City	Service	Expiration
Grace	City	G.E.S.	9/1/1984
Georgetown	City	G.E.S.	5/8/2030

NOTE: G.E.S. — General Electric Service

Also, all other franchises, certificates, licenses, privileges, permits, grants, and consents owned by the Company covering the construction, maintenance and operation of transmission lines, distribution lines and systems, telephone lines, and steam and hot water conduits, through, in, over, under, across and upon the streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto.

PARAGRAPH NINE

STEAM HEAT PROPERTY

The steam heating property of the Company, including all buildings, boilers, coal handling machinery and equipment, tunnels, steam mains, pipe lines, meters and other equipment; and all lands of the

Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof.

PARAGRAPH TEN

Miscellaneous Property

All miscellaneous land and rights and interest in lands of the Company, including, but not limited to, all such property acquired by and under the following deeds, recorded in the records of the county recorders of the counties in which said properties are located, which are hereby referred to for more particular description of said lands and rights:

Improved (Utah)

(1) *Vernal Service Center,* in Uintah County, Utah, a tract of land described as follows: Beginning S. 0°10′20″ W. 990.0 feet along the Section line from the west quarter corner of Section 24, T. 4 S., R. 21 E., S.L.M., thence N. 89°57′04″ E. 247.5 feet, thence N. 0°10′20″ E. 216.48 feet, thence N. 89°57′04″ E. 1081.94 feet, thence S. 0°03′28″ W. 291.28 feet, thence S. 89°57′04″ W. 1330.32 feet, thence N. 0°10′20″ E. 74.8 feet to the point of beginning, being land acquired by deed dated September 20, 1979 and recorded September 20, 1979 in Book 254, Page 6 in the records of the County Recorder of said County.

Unimproved (Idaho)

(1) *Mud Lake Service Center,* in Jefferson County, Idaho, a tract of land described as follows: Beginning 1319.03 feet East and S. 0°05′41″ E. 29.73 feet from the north quarter corner of Section 20, T. 6 N., R. 34 E., B.M., thence S. 0°05′41″ E. 612.56 feet, thence S. 89°57′04″ W. 355.50 feet, thence N. 0°05′41″ W. 613.04 feet, thence S. 89°58′20″ E. 355.50 feet to the point of beginning, being land acquired by deed dated June 1, 1976 and recorded June 24, 1976, Microfilm 180854, in the records of the County Recorder of said County.

Unimproved (Utah)

(1) *Laketown Service Center,* in Rich County, Utah, located on land described as follows: Beginning North 421 feet and East 2633.3 feet from the south quarter corner of Section 25, T. 13 N., R. 5 E., S.L.M., thence West 494 feet, more or less, thence S. 60°30′ E., thence N. 0°35′ W. 279 feet to the point of beginning, being land acquired by deed dated April 23, 1979 and recorded December 20, 1979 in Book K-3, Page 252, in the records of the County Recorder of said County.

(2) *Highland Service Center,* in Utah County, Utah, located on land described as follows: Commencing South 109.22 feet and East 30.70 feet from the west quarter corner of Section 36, T. 4 S., R. 1 E., S.L.M., thence N. 00°09′ W. 1393.70 feet, thence N. 89°34′ E. 58.35 feet, thence S. 21°08′ E. 251.80 feet, thence S. 34°31′ E. 1328.90 feet, thence S. 8°15′ E. 62.30 feet, thence S. 89°50′ W. 699.3 feet, thence N. 0°09′ W. 419 feet, thence S. 89°50′ W. 208 feet, to the point of beginning being land acquired by deed dated March 19, 1980 and recorded March 19, 1980, in Book 1822, Page 233 in the records of the County Recorder of said County.

(3) *Terminal-Camp Williams Transmission Line Corridor,* a tract of additional land in Salt Lake County, Utah, described as follows:

(1) Beginning S. 89°39′30″ E. 1044.1 feet from the south quarter corner of Section 35, T. 2 S., R. 2 W., S.L.M., thence N. 0°01′ W. 2597.6 feet, thence N. 89°50′30″ W. 260 feet, thence S. 0°01′ E. 2596.78 feet, thence S. 89°39′30″ E. 260 feet to the point of beginning, being land acquired by deed dated January 5, 1979 and recorded February 5, 1979 in Book 4810, Page 130 in the records of the County Recorder of said County.

(4) *Ben Lomond-Terminal Transmission Line Corridor,* several tracts of additional land described as follows:

Davis County

(1) Beginning 839.17 feet south and 2368.24 feet east, from the northwest corner of Section 23, T. 2 N., R. 1 W.,

S.L.M., thence S. 28°08′ W. 1626.16 feet, thence East 352.04 feet, thence N. 28°08′ E. 979.85 feet, thence N. 04°45′ W. 570.98 feet to the point of beginning, being land acquired by deed dated February 5, 1979 and recorded February 7, 1979 in Book 752, Page 298 in the records of the County Recorder of said County.

Weber County

(2) Beginning 84 feet north and 562 feet west, more or less, from the south quarter corner of Section 10, T. 6 N., R. 2 W., S.L.M., thence West 160 feet, thence North 671 feet, more or less, thence East 160 feet, thence South 671 feet, more or less, to the point of beginning, being land acquired by deed dated February 8, 1978 and recorded February 14, 1978 in Book 1225, Page 551 in the records of the County Recorder of said County.

(3) Beginning 1353 feet south and 744.7 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence S. 0°08′ W. 330 feet, thence West 310 feet, thence N. 0°08′ E. 330 feet, thence East 310 feet to the point of beginning, being land acquired by deed dated September 20, 1977 and recorded September 29, 1977 in Book 1201, Page 132 in the records of the County Recorder of said County.

(5) *Huntington-Spanish Fork Transmission Line Corridor,* several tracts of additional land in Utah County, Utah, described as follows:

(1) Beginning N. 2°59′24″ E. 1878.6 feet from the southeast corner of Section 17, T. 11 S., R. 7 E., S.L.M., thence N. 2°59′24″ E. 1640.42 feet, thence N. 81°45′ W. 1697.88 feet and N. 64°10′ W. 1254.48 feet, thence S. 0°38′03″ W. 116.29 feet, thence S. 66°16′ E. 1606.4 feet and N. 38°25′30″ E. 94.8 feet and S. 51°34′30″ E. 15 feet and S. 38°25′30″ W. 94.8 feet and S. 36°53′ E. 2070.70 feet to the point of beginning.

Beginning N. 2°59′24″ E. 1407.6 feet from the southeast corner of Section 17, T. 11 S., R. 7 E., S.L.M., thence N. 2°59′24″ E. 268.20 feet, thence N. 36°53′ W. 2200 feet and N.

66°16′ W. 1524.6 feet, thence S. 0°38′03″ W. 1059.91 feet, thence S. 67°48′20″ E. 720.5 feet and S. 63°57′46″ E. 802.31 feet, and S. 2°41′48″ E. 363.32 feet and S. 65°35′09″ E. 1437.3 feet to the point of beginning, being land acquired by deed dated January 22, 1979 and recorded February 1, 1979 in Book 1717, Pages 662, 663, 664 in the records of the County Recorder of said County.

(6) *Camp Williams-Spanish Fork Transmission Line Corridor,* several tracts of additional land in Utah County, Utah, described as follows:

(1) Beginning 200 feet south and 151.8 feet west from the east quarter corner of Section 11, T. 7 S., R. 2 E., S.L.M., thence N. 89°00′ W. 17.99 feet, thence N. 38°46′ W. 414.99 feet, thence N. 1°00′ E. 44.31 feet, thence N. 89°07′ W. 36.81 feet, thence N. 38°46′ W. 101.72 feet and N. 36°57′ W. 7.69 feet, thence S. 88°53′ E. 79.96 feet, thence S. 36°51′ E. 42.30 feet, thence Southeasterly 414 feet along the arc of a 11459.16 foot radius curve to the right, thence South 100 feet to the point of beginning, being land acquired by deed dated April 11, 1977 and recorded July 7, 1977 in Book 1564, Page 310 in the records of the County Recorder of said County.

(2) Beginning 195 feet south and 436 feet west from the east quarter corner of Section 11, T. 7 S., R. 2 E., S.L.M., thence N. 1°00′ E. 319 feet, thence S. 38°46′ E. 414.99 feet, thence N. 89°00′ W. 265.46 feet to the point of beginning, being land acquired by deed dated April 11, 1977 and recorded July 7, 1977 in Book 1564, Page 311 in the records of the County Recorder of said County.

(3) Beginning N. 0°45′ E. 1121.6 feet and 1287 feet east from the south quarter corner of Section 26, T. 5 S., R. 1 E., S.L.M., thence N. 0°45′ E. 135.95 feet, thence S. 65°07′ E. 244.96 feet, thence S. 0°45′ W. 135.95 feet, thence N. 65°07′ W. 244.96 feet to the point of beginning, being land acquired by deed dated March 8, 1978 and recorded March 13, 1978 in Book 1628, Pages 241-242 in the records of the County Recorder of said County.

1402.02 feet and S. 0°48′ W. 58.68 feet, thence N. 80°55′ E. 233.47 feet, thence N. 0°48′ E. 97.36 feet and N. 37°00′ W. 1309.62 feet, thence West 286.69 feet to the point of beginning, being land acquired by deed dated February 11, 1976 and recorded March 3, 1976 in Book 4123, Page 288 in the records of the County Recorder of said County.

SUB-PARAGRAPH TEN

Coal Mining Property

The coal mining property of the Company, including the buildings, coal mining machinery and equipment, generators, substation and other equipment, and all lands of the Company upon which the same are situated, and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto, excluding, however, all coal or other fuel in, on or under the surface of said lands or stored on said lands, commencing and continuing from and after the moment said coal or other fuel is severed from said lands and becomes consumable in the operation of any properties of the Company or others, together with all of the Company's licenses, rights of way, permits, privileges, consents and rights for or relating to the maintenance and operation thereof.

In Witness Whereof, Utah 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 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 Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. Amundsen has hereunto set his hand and affixed his seal, all as of the day and year first above written.

(4) Beginning 1967.82 feet south and 5 feet east from the northwest corner of Section 12, T. 5 S., R. 1 W., S.L.M., thence East 1097.75 feet, thence South 559.57 feet, thence S. 89°49′ W. 1097.79 feet, thence North 563.08 feet to the point of beginning, being land acquired by deed dated September 15, 1977 and recorded September 28, 1977 in Book 1586, Page 865 in the records of the County Recorder of said County.

(5) Beginning 1122.7 feet South and 731.1 feet East from the west quarter corner of Section 12, T. 7 S., R. 2 E., S.L.M., thence S. 1°00′ W. 63.45 feet, thence N. 44°03′ W. 311.9 feet and N. 42°43′ W. 118.45 feet, thence S. 89°00′ E. 60.04 feet, thence S. 44°00′20″ E. 343 feet to the point of beginning, being land acquired by deed dated March 29, 1978 and recorded March 30, 1978, in Book 1632, Page 705 in the records of the County Recorder of said County.

(6) Beginning 1166.2 feet South and 302.6 feet N. 89°00′ W. and 33 feet S. 1°00′ W. and 350.1 feet S. 89°00′ W. and 145.2 feet S. 1°00′ W. from the NE corner of the NE¼ of the SW¼ of Section 2, T. 7 S., R. 2 E., S.L.M., thence S. 89°00′ E. 40 feet, more or less, thence Northwesterly 100 feet, more or less, thence S. 1°00′ W. 95 feet, more or less, to the point of beginning, being land acquired by deed dated June 5, 1978 and recorded August 8, 1978 in Book 1669, Page 825 in the records of the County Recorder of said County.

(7) Beginning 388.08 feet East and 660 feet South from the northwest corner of the southeast quarter of Section 21, T. 8 S., R. 3 E., S.L.M., thence East 238.92 feet, thence South 660 feet, thence West 238.92 feet, thence North 660 feet to the point of beginning, being land acquired by deed dated August 9, 1978 and recorded August 10, 1978 in Book 1670, Page 708 in the records of the County Recorder of said County.

(7) *Terminal-Gadsby Transmission Line Corridor,* a tract of additional land in Salt Lake County, Utah, described as follows:

(1) Beginning 666.57 feet east from the northwest corner of Section 7, T. 1 S., R. 1 W., S.L.M., thence S. 37°00′ E.

1402.02 feet and S. 0°48′ W. 58.68 feet, thence N. 80°55′ E. 233.47 feet, thence N. 0°48′ E. 97.36 feet and N. 37°00′ W. 1309.62 feet, thence West 286.69 feet to the point of beginning, being land acquired by deed dated February 11, 1976 and recorded March 3, 1976 in Book 4123, Page 288 in the records of the County Recorder of said County.

SUB-PARAGRAPH TEN

Coal Mining Property

The coal mining property of the Company, including the buildings, coal mining machinery and equipment, generators, substation and other equipment, and all lands of the Company upon which the same are situated, and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto, excluding, however, all coal or other fuel in, on or under the surface of said lands or stored on said lands, commencing and continuing from and after the moment said coal or other fuel is severed from said lands and becomes consumable in the operation of any properties of the Company or others, together with all of the Company's licenses, rights of way, permits, privileges, consents and rights for or relating to the maintenance and operation thereof.

In Witness Whereof, Utah 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 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 Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. Amundsen has hereunto set his hand and affixed his seal, all as of the day and year first above written.

UTAH POWER & LIGHT COMPANY

By ..... *Vice President*

Attest:

..... *Assistant Secretary*

Executed, sealed and delivered by Utah Power & Light Company in the presence of:

Helen Righter

Melinda Brown

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
AS CORPORATE TRUSTEE

By ..... *Trust Officer*

..... (L.S.)
As Co-Trustee

Attest:

..... *Assistant Secretary*

Executed, sealed and delivered by Morgan Guaranty Trust Company of New York and R. Amundsen in the presence of:

STATE OF UTAH
COUNTY OF SALT LAKE } ss.:

On this 15th day of April, 1981, before me, MARY S. HARRIS, a Notary Public in and for the State of Utah, County of Salt Lake, personally appeared C. L. HOSKINS, to me personally well known and known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a Vice President of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said C. L. HOSKINS resides in Davis County, Utah; that he is a Vice President of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the of the corporation by authority of its Board of Directors; and he acknowledged that he signed said instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and he further acknowledged to me that the said 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.

Mary S. Harris

MARY S. HARRIS
My Commission Expires March 17, 1985
Residing in Salt Lake City, Utah

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this 20th day of April, 1981, before me, ELIZABETH A. BUCKLEY, a Notary Public in and for the State of New York, County of New York, personally appeared D. G. HOPE and THOMAS R. BOWEN, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Trust Officer and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said D. G. HOPE resides at Hastings-on-Hudson, New York 10706 and the said THOMAS R. BOWEN resides at Clark, New Jersey 07066; that they are a Trust Officer and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

ELIZABETH A. BUCKLEY
Notary Public, State of New York
Qualified in Suffolk County
Certificate Filed in New York County
No. 52-4620859
Commission Expires March 30, 1983

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this 20th day of April, 1981, before me, ELIZABETH A. BUCKLEY, a Notary Public in and for the State of New York, County of New York, personally appeared R. AMUNDSEN, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

Elizabeth A. Buckley

ELIZABETH A. BUCKLEY
Notary Public, State of New York
Qualified in Suffolk County
Certificate Filed in New York County
No. 52-4620859
Commission Expires March 30, 1983

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

184763

RECORDED May 27 1981 [illegible]360
IN BOOK 34 Misc PAGE 104
OF the County Clerk WYOMING
COUNTY, PINEDALE, 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 27TH day of MAY ,

19 81 , WILLIAM H. TWICHELL AND LOIS C. TWICHELL, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is 318 Shanley Avenue, 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:

Lot 10, Block 3 Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming, according to that plat of record in the Office of the Sublette County Clerk, Sublette County, Wyoming.

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

sum of FIFTY-FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100----------DOLLARS
($ 54,250.00) 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-SIX AND 37/100---------- DOLLARS ($ 566.37), commencing on the FIRST day of JULY , 19 81 , 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 JUNE ,

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. 104 Misc Bk 12 Pg 297

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 15.500 % (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.

WILLIAM H. TWICHELL, Mortgagor

LOIS C. TWICHELL, Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF TETON)

On this 27th day of MAY, 19 81, before me personally appeared WILLIAM H. TWICHELL AND LOIS C. TWICHELL, 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.

Susie Lutz
County of
Teton
My Commission Expires
Notary Public
State of
Wyoming
June 2, 1983

Notary Public

My commission expires on the 2nd day of June, 1983.

[redacted] [redacted] [redacted]

VA FORM 26-6348b (HOME LOAN)
OCT 1970
SECTION 1810, TITLE 38, U.S.C.

DO NOT RECORD

MASTER FORM RECORDED BY ADMINISTRATOR OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA

Following is a copy of the provisions of that certain Master Form Mortgage showing the agreement of the parties commencing with paragraph 1 and ending with paragraph 15.

Mortgagor covenants and agrees with the Mortgagee as follows

1. Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by said note, at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

2. 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 as trustee (under the terms of this trust as hereinafter stated):

(a) A sum equal to the ground rents if any and the taxes and 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, and of which the Mortgagor is notified), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and assessments, before the same become delinquent.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

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

(II) interest on the indebtedness secured hereby; and

(III) amortization of the principal of said indebtedness.

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. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof, to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Mortgagor under (a) of paragraph 2, preceding shall exceed the amount of payments actually made by the Mortgagee as trustee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items, or at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. 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, Mortgagee as trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) 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, he shall apply, as trustee, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges fines, or impositions, levied upon said premises except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and he will promptly deliver the official receipts therefor to the Mortgagee.

6. He shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure to so maintain, Mortgagee, at his option, may cause reasonable maintenance work to be performed at the cost of Mortgagor.

7. He will continuously maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. 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. 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. 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 and 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.

8. Mortgagee may perform any defaulted covenant or agreement of Mortgagor to such extent as Mortgagee shall determine, and any moneys advanced by Mortgagee for such purposes shall bear interest at the rate provided for in the principal indebtedness, shall thereupon become a part of the indebtedness secured by this instrument, ratably and on a parity with all other indebtedness secured thereby, and shall be payable thirty (30) days after demand.

9. Upon the request of the Mortgagee, the Mortgagor shall execute and deliver a supplemental note or notes to evidence the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance or repair of said premises, for taxes or assessments against the same and for any other purpose elsewhere authorized hereunder. Said note or notes shall be secured hereby ratably and on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the Mortgagor and Mortgagee. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the Mortgagee. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

10. 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.

11. 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. Failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. 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 he 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. The failure to promptly foreclose upon a default shall not prejudice Mortgagee's right to foreclose thereafter during the continuance of such default. The net proceeds from such sale shall be applied to payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney's fee, if incurred, (2nd) all due and unpaid taxes on said property which are secured by a lien superior to the lien hereof, (3rd) the amount due Mortgagee on account of principal and interest on the indebtedness hereby secured, (4th) the amount due Veterans Administration for all sums by it paid on account of the guaranty or insurance of the indebtedness secured hereby. Thereafter the surplus, if any, shall be paid to the Mortgagor.

12. As additional security, Mortgagor hereby assigns to Mortgagee all rents, issues and profits of the property affected by this Mortgage. Until Mortgagor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Mortgagor shall have the right to collect all such rents, issues and profits paid prior to default. 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 rights 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. On refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit 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, if any there be, 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 such 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 being 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.

13. Mortgagor waives notice of the exercise of any option granted herein or in the note secured hereby.

14. Title 38, United States Code, and the Regulations issued thereunder shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended and supplemented to conform thereto.

15. 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, the use of any gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

GPO 1977-780 259

MORTGAG[redacted] --FORM NO. 4[redacted] THE [redacted] COMPANY, [redacted] 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GERALD R. FLUGEL and BONNIE J. FLUGEL, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eighty-Six Thousand and No/100 - ($86,000.00) - - - Dollars, due 5/25/86 with interest from 5/21/81 at the rate of Eighteen (18%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 60 consecutive monthly payments of $2,183.85 beginning 6/25/81

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:

PARCEL I:
LOTS 16 AND 17 OF THE INDESTRIAL SITE, SUBLETTE COUNTY, WYOMING
AND
LOT 22 OF THE PINE CREEK SUBDIVISION, SUBLETTE COUNTY, WYOMING

PARCEL II:
LOTS 18 AND 19 OF THE INDUSTRIAL SITE, SUBLETTE COUNTY, WYOMING

184783

RECORDED May 28 1981 2:30 P M
IN BOOK 34 Mtg PAGE 108
[illegible] COUNTY CLERK
[illegible] 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 21st day of May A. D. 1981.

In the presence of

Gerald R. Flugel
Bonnie J. Flugel

[illegible] Rel Bk 13 Pg 400

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Gerlad R. Flugel, and Bonnie J. Flugel, this 21st day of May, 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, $

[redacted] [redacted] [redacted]

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 14130Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

EDWARD R. MOORE and JANET D. MOORE, 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 5/30/84

with interest from 5/20/81 at the rate of eighteen (18%) per cent per annum, payable monthly ~~annually~~

evidenced by one promissory note , of even date herewith, payable in 36 consecutive

monthly installments of $202.47 beginning 6/30/81

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 Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20), Block Four (4) 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, 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.

184784

Mad B13P2

RECORDED May 28 1981 2:30 P M

IN BOOK 34 PAGE 110

6th Kay J Yake COUNTY CLERK

DEPUTY COUNTY, PINEDALE, WYOMING

by Dorothy Mallett

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 May A. D. 1981 .

In the presence of

Edward R. Moore
Edward R. Moore

Janet D. Moore
Janet D. Moore

110

/ / /

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Edward R. Moore, and Janet D. Moore, ,

this 20th day of May, 1981.

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, $

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Wyoming Bank N.A. a Kemmerer 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 Paula Mollring a single woman

and appears recorded in book 33 MTG of mortgages, beginning on page 654 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lots 1 and 2, Block 14, Hennick Addition to the Town of Pinedale, Sublette County, Wyoming.

184799

RECORDED May 29 1981 8:00 A.M.
IN BOOK 34 Mtg PAGE 112
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK by Peg Lacey

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 26 day of May ,1981.

By FIRST WYOMING BANK N.A. KEMMERER

Attest: Robert D. Gregg
Title Vice President

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

The foregoing instrument was acknowledged before me by Robert D. Gregg

this 26 day of May , 19 81

Witness my hand and official seal.

My Commission Expires: C. Malia Jacobs Notary Public State of Wyoming Lincoln My Commission Expires Apr. 8 1985

C. Malia Jacobs
Notary Public — Title of Officer

3/80

112

113

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William H. Jackson and Barbara J. Jackson (husband and wife), residing at Box 1010, (Rural Route — Street) Pinedale, Wyoming (City) Sublette (County) State of Wyoming, herein called the "Mortgagor," to secure the payment of $ 16,2918.00, evidenced by a Promissory Note of even date herewith, does hereby mortgage, grant, bargain, sell, set over and convey to Associates Financial Services Company of Wyoming, Inc., P.O.Box 146, 504 S. Main, Rock Springs, WY (Address) herein called the "Mortgagee," the following-described real estate situated in the County of Sweetwater, State of Wyoming, to-wit:

184805

RECORDED May 29 1981 2:40 P.M.
IN BOOK 34 Mtg PAGE 113
FEES 6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McLaurin

That in the event the herein described property is sold, agreed to be sold, conveyed, assigned or alientated by the Trustor, all obligations secured by this instrument, without demand but upon notice, shall become due and payable at the option of the holder hereof.

Title to said property is clear, free and unencumbered except (state exceptions, if any) Security Pacific Mtg. Co.

TO HAVE AND TO HOLD, the above-described real estate to the said Mortgagee, for its sole use forever:

PROVIDED, HOWEVER, that if Mortgagor shall fully perform all of the terms and conditions of this Mortgage, and shall pay in full, in accordance with its terms, the Note which this Mortgage secures, then this Mortgage shall be null, void and of no further force and effect.

The Mortgagor does hereby covenant with the Mortgagee, that he is lawfully seized of the above-described real estate in fee simple and that he has good right and lawful authority to sell and convey the same to the Mortgagee; that said Mortgagor will warrant and defend said property against all lawful claims and demands of any person or persons whatsoever.

The Mortgagor does hereby further covenant and agree to keep the above-described property and improvements and buildings thereon in good repair, and insured against loss or damage by fire, and such other hazards as may reasonably be required by the Mortgagee, in such amounts as Mortgagee may reasonably require, for the benefit of the Mortgagee, with such insurers as shall be approved by the Mortgagee, and shall pay all costs and assessments therefor; shall pay all taxes, and any other assessments which are chargeable against, or may become a lien against the said mortgaged premises; shall not permit any lien or encumbrance to accrue which may become superior to this Mortgage; and, in case of the Mortgagee's failure to keep said property so insured, or to pay such taxes and assessments when due, or to discharge any lien or encumbrance, the holder of this Mortgage shall have the right, but shall not be required, to cause such property to be insured in the Mortgagor's name for the benefit of said Mortgagee, to pay such taxes and assessments when due, and to satisfy such lien or encumbrance and any advance so made together with interest thereon at the highest contract rate shall be added to the sum secured by this Mortgage.

No delay or omission to exercise any right, power, or remedy accruing to Mortgagee, upon any breach or default by Mortgagor under this Mortgage shall impair any such right, power or remedy of Mortgagee, nor be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this Mortgage must be in writing. All remedies, either under this Mortgage or by law afforded, shall be cumulative and not alternative.

All of the terms and conditions of this Mortgage shall apply to and be binding upon said Mortgagor, his heirs, personal representatives, successors and assigns. Words in the singular sense shall be given the plural sense if this Mortgage is executed by more than one Mortgagor.

Any provision of this Mortgage prohibited by the law of any state shall as to said state be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Mortgage.

Mortgagor does hereby further covenant and agree not to take any action, or refrain from taking any action, which would constitute an act of default under any other mortgage on said property.

Time is of the essence hereof, and should Mortgagor at any time fail to make payments on the said Promissory Note for which this Mortgage is given as security or fail to perform all and singular the covenants and agreements herein contained, or if Mortgagor ceases doing business as a going concern, or if a petition is filed by or against Mortgagor, under the Bankruptcy Act, or any amendment thereto, or if Mortgagor shall make an assignment for the benefit of creditors or take advantage of any law for the relief of debtors, or if a receiver or any officer of a court be appointed to have control of the property or assets of the Mortgagor, then all indebtedness secured by this Mortgage shall at Mortgagee's option, without notice, become due and owing, and the Mortgagee may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum as attorney's fees.

Mortgagor hereby releases and waives all rights thereunder by virtue of the Homestead Exemption Laws of the State of Wyoming.

Dated this 28 day of May, 19 81

x William H Jackson (SEAL)

Barbara J Jackson (SEAL)

(SEAL)

(SEAL)

STATE OF WYOMING)
) SS.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by William H. and Barbara J. Jackson this 28 day of May, 19 81

Witness my hand and official seal.

E. L. Cohmore
Notary Public

My Commission Expires: 2-11-85

611177 Rev. 7-73

PARCEL I:

A TRACT OF LAND LYING IN THE S½SE¼ OF SECTION 23 AND IN THE N½NE¼ OF SECTION 26, T. 33 N., R. 109 W., 6TH P.M., SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Beginning at a point on the south line of said Section 23, said point lies S.89°59'W., at a distance of 660.00 feet from the Southeast corner of said Section 23, said point also being a corner of the Paul C. Hagenstein tract; thence, S.35°04'W., for a distance of 110.50 feet, more of less, to a point on the northerly right-of-way line of U.S. Highway 187; thence, N.55°16'W., along the northerly right-of-way line for a distance of 600.00 feet; thence, N.35°04'E., a distance of 318.80 feet, more or less, to a point on the southwesterly boundary of the Hagenstein tract; thence, S.36°07'E., along the southwesterly boundary of the Hagenstein tract for a distance of 635.20 feet, more or less, to the point of beginning;

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SUBORDINATION AGREEMENT

WHEREAS, on May 21, 1980, William H. Jackson and Barbara J. Jackson, husband and wife, as mortgagors, gave a mortgage to the State Bank of Big Piney, as mortgagee, securing payment of a promissory note in the principal sum of $30,000.00, which mortgage was recorded in the office of the Clerk of Sublette County, Wyoming, on June 6, 1980, in Book 32 of Mortgages, at Page 694.

WHEREAS, the afore-mentioned mortgage is subordinate and secondary in priority to the lien of a mortgage executed on January 27, 1978 by A. Ray Brazell and Virginia Brazell, husband and wife, as mortgagors, in favor of Lombard Mortgage Company, as mortgagee, to secure payment of a promissory note in the principal sum of $44,300.00, which mortgage was recorded in the records of Sublette County on January 27, 1978, in Book 29 of Mortgages, at Page 605, and which mortgage was assigned to Reliance Funding Corporation under instrument recorded December 11, 1978 in Book 31 of Mortgages, at Page 159, subsequently reassigned to Security Pacific Mortgage Corporation under instrument recorded July 11, 1980 in Book 33 of Mortgages, at Page 50.

WHEREAS, the State Bank of Big Piney is willing to subordinate the lien and priority of its said mortgage to the lien and priority of a mortgage lien about to be created in favor of Associates Financial Services.

NOW, THEREFORE, in consideration of the sum of $30,000.00 to be paid to the undersigned out of mortgage proceeds of the pending mortgage loan from Associates Financial Services to William H. Jackson and Barbara J. Jackson, it agrees as follows:

That the lien and priority of its mortgage recorded in Sublette County on June 6, 1980, in Book 32 of Mortgages, at Page 694 be, and the same shall from and after this date be subordinate in priority to the lien of a mortgage to be executed by William H. Jackson and Barbara J. Jackson, husband and wife, as mortgagors, in favor of Associates Financial Services, as mortgagee, to secure payment of a promissory note in the principal sum of $76,000.00, plus interest, to the extent that the undersigned's said mortgage and lien apply to the following tract:

A parcel situated in the South Half of the Southeast Quarter (SeSE$) of Section 23 and in the North Half of the Northeast Quarter (NeNE4) of Section 26, T33N, R109W of the 6th P.M., Sublette County, Wyoming: Beginning at a point on the south line of said Section 23, said point lies S89°59'W a distance of 660.00 feet from the Southeast Corner of said Section 23, said point also being a corner of the Paul C. Hagenstein tract; thence S35°04'W a distance of 110.50 feet, more or less, to a point on the northerly right-of-way line of U.S. Highway 187; thence N55°16'W along the nirtherly right-of-way line a distance of 600.00 feet; thence N35°04'W a distance of 318.80 feet to a point on the southwesterly boundary of the Hagenstein tract; thence S36°07'E along the southwesterly bounday of the Hagenstein tract for a distance of 635.20 feet to the point of beginning, containing 2.96 acres.

EXECUTED this 27th day of May, 1981.

STATE BANK OF BIG PINEY INCORPORATED

ATTEST: [signature]
Secretary

STATE BANK OF BIG PINEY

[signature]
Donald R. Wassenberg, President

THE STATE OF WYOMING,) ss.
County of Sublette.)

The foregoing subordination agreement was acknowledged before me by Donald R. Wassenberg, President of the State Bank of Big Piney, Wyoming, and attested to by its secretary, with corporate seal affixed, this 27th day of May, 1981.

Given under my hand and notary seal.

[signature]
Notary Public

Commission Expires:
September 1, 1981

184806

RECORDED May 29 1981 2:42 P.M.
IN BOOK 34 Mtg PAGE 115
FEES 4.00 [signature] COUNTY CLERK
SUBLETTE COUNTY CLERK

[signature]

MORTGA[redacted] DEED—FORM NO. 4½ [redacted]

THE HILLS COMPANY, BILLINGS, MONTANA 59102

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS: That TERRY REACH, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Nine Thousand Four Hundred Seventy Nine and 65/100 ($9,479.65) Dollars, due November 1, 1984 with interest from May 1, 1981 at the rate of Ten (10%) per cent per annum, payable XXXXXXXXXXXXXXXXXX evidenced by one promissory note, of even date herewith, payable in 42 equal consecutive monthly installments of $268.44, commencing June 1, 1981, and monthly thereafter until paid in full does hereby mortgage to WILLIAM A. BURZLANDER and DORIS L. BURZLANDER, husband and wife, and the survivor thereof, 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:

All of the North 69 feet of each of the Lots numbered One (1) and Two (2) in Block Two (2) of the Feltner Addition to the Town of Pinedale, Wyoming as the same appears on the plat and map thereof filed for 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, HOWEVER, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way in use or of record; AND SUBJECT FURTHER TO all exception and reservations of record.

184822

Rel'd Bk 598

RECD June 1 81 4:55 P M
IN BOOK 34 Misc PAGE 116
FEE $4.00 Lois J. Yake COUNTY CLERK
PINEDALE, WYOMING
by Dorothy McAllister

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 Fifty Thousand 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 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 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 1st day of June A. D. 19 81.

In the presence of

Terry Reach
TERRY REACH

116

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by TERRY REACH,

_____, _____,

this 1st day of June, 1981.

Witness my hand and official seal.

Kathy Sweadler Notary Public
County of Sublette
State of Wyoming
My Commission Expires Jan. 16, 1982

My Commission Expires: _____

Kathy Sweadler
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, $_____

REAL ESTATE MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ACCOUNT NUMBER 91166162

MORTGAGOR(S):

LAST NAME	FIRST	M.I.	
Shriver	Fred	D.	Pamela G.

MAILING ADDRESS (STREET)	CITY	STATE	ZIP
P.O. Box 1015	Pine dale	Wy	82941

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 follow described Real Estate in the county of Sublette, State of Wyoming, to w

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.

also known as _____
(Number and Street)

together with all buildings and improvements, additions and alterations, now or hereafter erected thereon and the hereditaments an 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 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 May 21, 1981, herewith executed by Mortgagor and payable to Mortgagee, in the principal sum of $ 16649.54 (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum amount $ 16649.54 ; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parti with interest thereon, where the amounts are advanced to protect the security in accordance with the covenants of this Mortgage; (5) A 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 collecti 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 prem 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 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 sa 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, with 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, o 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 t 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 rig that the Holder has or may have.

Rlse Book 12, Page 768 (9-6-85)

15

(6) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt paym 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 MORTGAGE
May 21, 1981

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

* Elena M. Vaughn (SEAL)
(Witness)
Elena M. Vaughn

* _____ (SEAL)
(Witness)

* Fred D. Shriver (SEAL)
(Mortgagor)
Fred D. Shriver

* Pamela G. Shriver (SEAL)
(Mortgagor)
Pamela G. Shriver

*Please type or print name under signatures.

STATE OF WYOMING
} ss:
COUNTY OF SUBLETTE

I, Karen K. Waters, a notary public, in and for the county and St aforesaid, Do hereby Certify That Fred D. Shriver a Pamela G. Shriver, 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 21th day May, A.D. 19

My Commission expires June 15, 1983

NOTARY PUBLIC
Karen K. Waters

This Mortgage must be recorded

MORTGAGE

FROM

TO

STATE OF WYOMING
} ss.
County,

This instrument was filed for record on the day of , A.D. 19 , 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

MORTGAGE

THIS MORTGAGE, made this 31st day of May, 19 81, between

COSTANTINO CONSTRUCTION CO., INC.

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

ROBERT O. BERG AND DELORES M. BERG,
husband and wife,

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

The Mortgagor, for and in consideration of the sum of Twenty Five Thousand Five Hundred

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 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 Twenty Five Thousand Five Hundred and no/100 - - - - - - - - - - -

($ 25,500.00) Dollars, together with interest thereon at the rate of ten per cent (10 %) per annum from June 1, 1981, until paid, according to the conditions of a promissory note, dated May, 1981, the ultimate maturity date of which is June 1, 1991, which promissory note was executed and delivered by

COSTANTINO CONSTRUCTION CO., INC.
a Wyoming corporation,

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 N/A

($ 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 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.

COSTANTINO CONSTRUCTION CO., INC.
a Wyoming corporation

by John K Costantino
Paul E Costantino Secr.

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sweetwater } ss.

On this ..... day of May , 1981 , 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: .....

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 Sweetwater } ss.

On this 31st day of May , 1981 , before me personally appeared John K Costantino to me personally known, who, being by me duly sworn, did say that he is the President of Costantino Const. Co 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 John K. Costantino 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: My Commission Expires May 9, 1984

Mary Porter

123

RECORDED June 3 1981 8:00 A.M.
IN BOOK 34 Misc 123
FEE $6.00 Sara J. Gale COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Sellers

184837

ASSUMPTION AND LOAN MODIFICATION AGREEMENT

On April 12, 19 78, K. David Dillingham and Barbara J. Dillingham of Pinedale, Wyoming (Seller), made, executed and delivered to United Savings and Loan Association of Wyoming, formerly Capital Savings and Loan Association (United), a certain promissory note in the amount of Fifty Three Thousand Six Hundred and No/100---------- (DOLLARS) ($ 53,600.00) and a mortgage securing the same on the following described property:

All Of The South 100 Feet Of Lot 9, Of The Rendezvous Subdivision, Sublette County, Wyoming.

This mortgage was received on April 14, 19 78, in the office of the Sublette County Clerk and recorded in Book 30, Page 44.

There is now due on said note as of May 29, 19 81, the principal sum of Fifty Two Thousand Four Hundred Thirty Five and 92/100 ---------- (DOLLARS) ($ 52,435.92).

Seller desires to sell, and Alfred Onisto (Buyer/Buyers), desires to purchase the above described property subject to the lien of the mortgage, and as part of the consideration for the said purchase, Buyer desires to assume and pay the indebtedness secured by the mortgage and has requested UNITED to consent to said assumption. The parties (do) ~~(do not)~~ desire to modify the terms of payment of the indebtedness.

In consideration of the premises, UNITED'S consent to said assumption, and UNITED'S forbearance of its option under the mortgage to declare the entire balance thereof due and payable, the parties hereto agree as follows:

1. Buyer hereby assumes personal liability for and agrees to pay the indebtedness secured by the mortgage at the time and in the manner specified in the mortgage and underlying promissory note, subject to any modification of said mortgage and promissory note set forth herein, and agrees to perform, comply with, and abide by each and every covenant and condition of said mortgage and note.

2. (Strike out this paragraph if it is not applicable.) ~~The parties hereto do hereby agree that the interest and the monthly payments shall be the same as presently stated in the mortgage and note.~~

(Strike out this paragraph if it is not applicable.) The parties hereto wish to MODIFY THE TERMS OF PAYMENT of the indebtedness. Therefore, the undersigned Buyer does hereby promise to pay said indebtedness, with interest at the rate stated below, in the amount of $ 626.72 per month, the next payment to be made on the 1st day of July, 1981, at the rate of 14.0% per annum, effective June 1, 1981, and that the original term of the loan is hereby amended to provide for a new term of 322 months. In all other respects said Note and Mortgage Contracts shall remain in full force and effect.

3. (Strike out this paragraph if it is not applicable.) UNITED does hereby release and forever discharge Seller from any claim, obligation or liability which Seller has or may hereafter have, by virtue of the terms of this mortgage.

(Strike out this paragraph if it is not applicable.) ~~Notwithstanding any provisions of the mortgage to the contrary, Seller agrees that the acceptance of this Assumption and Loan Modification Agreement by UNITED does not constitute a release by UNITED, its successors or assigns, of the Seller or of the Seller's successors or assigns, from the conditions of the mortgage and underlying promissory note.~~

4. Seller hereby assigns and sets over to Buyer all right, title and interest in Seller's reserve account with UNITED held for the payment of insurance and taxes, which account on May 29, 1981, reflected a balance of $246.87.

[redacted] [redacted] [redacted]

5. The Buyer does hereby represent that Buyer is assuming this loan based upon Buyer's own investigation as to the record title to this property, and that no representations of any nature have been made as to the title or ownership of this property by UNITED or its officers and agents.

6. Buyer agrees to assume liability for any unpaid utility bills which may be due on the property.

7. Buyer and Seller agree that UNITED shall have no responsibility for pro-ration of taxes and insurance, etc., as of the date of possession, nor the performance of any other conditions agreed upon between Buyer and Seller.

8. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, words of the plural may be construed as denoting the singular, and words of one gender may be construed as denoting such other gender as is appropriate.

9. The undersigned Buyer/Buyers and spouse do hereby release and waive all rights under and by virtue of the homestead exemption laws of this State.

Alfred C. Onisto
BUYER Alfred Onisto

K. David Dillingham
SELLER K. David Dillingham

Linda K. Onisto
BUYER/SPOUSE Linda K. Onisto

Barbara J. Dillingham
SELLER Barbara J. Dillingham

SELLERS FUTURE ADDRESS: Box 871 Pinedale, Wyo. 82941

UNITED SAVINGS AND LOAN ASSOCIATION OF WYOMING

By: Judy A. Petersell Title Loan Officer

DATED May 29, 1981

STATE OF Wyoming)
) SS
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by [illegible] this 29th day of May, 1981.

Notary Public

My Commission Expires: [illegible]

STATE OF [illegible])
) SS
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me by K. David Dillingham and Barbara J. Dillingham this 29th day of May, 1981.

Notary Public

My Commission Expires: 10/2/81

STATE OF Wyoming)
) SS
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by _____ this ___ day of _____, 198__.

Notary Public

My Commission Expires:

-2- 1284

35

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 Marshall L. Elliott and Carolyn J. Elliott husband and wife

and appears recorded in book 33 Mtg. of mortgages, beginning on page 558 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

A Tract of Land Located in the NE¼NE¼ of Section 11,
T. 33 N., R. 109 W., 6th P.M., Sublette County, Wyoming,

184856

RECORDED June 5 1981 8:00 A M
IN BOOK 34 Mtg PAGE 125
FEE: $4.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Allen

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 21 day of May ,19 81.

By FIRST WYOMING BANK N.A. KEMMERER

Attest: Robert Gregg
Title Vice President

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

The foregoing instrument was acknowledged before me by Robert D. Gregg

this 21 day of May , 19 81.

C Malia Jacobs
NOTARY PUBLIC
Title of Officer

C. Malia Jacobs Notary Public
My Commission Expires: 4-8-85
County of Lincoln State of Wyoming
3480 My Commission Expires Apr. 8 1985

M O R T G A G E

TENNECO OIL COMPANY, a Corporation organized under the laws of the State of Delaware, MORTGAGOR, to secure the payment of the sum of Two Hundred Fifty-six Thousand and no/100s Dollars, evidenced by a Promissory Note for said amount dated the 5th day of June, 1981, bearing interest at a variable rate as stated in said note, does hereby mortgage to RONALD W. BALL and DELE J. BALL, husband and wife, of Big Piney, Wyoming, MORTGAGEES, the following described real estate situated in the County of Sublette, State of Wyoming, to-wit:

TOWNSHIP 33 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 29: SW¼NE¼, S½NW¼, SW¼, W½SE¼;
Section 30: NE¼NE¼NE¼, NE¼NW¼NE¼NE¼, S½NW¼NE¼NE¼, N½SW¼NE¼NE¼, N½SE¼NE¼NE¼, S½NE¼NW¼NE¼, S½NW¼NW¼NE¼, N½SW¼NW¼NE¼, N½SE¼NW¼NE¼, SW¼SW¼NE¼, S½SE¼SW¼NE¼, S½NE¼SE¼NE¼, SE¼NW¼SE¼NE¼, NE¼SW¼SE¼NE¼, S½SW¼SE¼NE¼, SE¼SE¼NE¼, Lot 2(SW¼NW¼), NE¼SW¼, N½NW¼SW¼, NE¼SW¼NW¼SW¼, N½SE¼NW¼SW¼, SE¼SE¼NW¼SW¼, Lot 4(SW¼SW¼), N½SE¼SW¼, N½SW¼SE¼SW¼, SE¼SE¼SW¼, SE¼;
Section 31: NE¼, Lot1(NW¼NW¼), Lot 3(NW¼SW¼), NE¼SW¼ and Lot 2(SW¼NW¼) EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND: Beginning at the quarter corner common to Section 31, T.33N., R.112W., and Section 36, T.33N., R.113W., said point being monumented with a 3½" brass cap on 2 3/4" iron pipe, set 0.3' high with a mound of stone around brass cap, 2.3' diameter by 1.2' high, with tire surrounding mound; stamped ¼ 36+31, T33N, R112W and R113W, Paul N. Scherbel, Big Piney Wyoming, RLS 164, 1979. Said point of beginning being located N00°06'43"W, 2626.37 feet from the Southwest corner of Section 31, T.33N., R.112W., which is monumented with a 3½" brass cap on 2 3/4" iron pipe, set 0.9' high with a mound of stone 2.5'x2.5'x 0.6' high, 2.6' North and a metal post 1.3' East, surrounded by a tire. Cap is stamped 36+31 T33N, R112W and R113W, Paul N. Scherbel, Big Piney, Wyoming, RLS 164, 1970. Fence corner post at North and West fencelines, 0.7' Southwest; thence, N.00°07'46"W., 660.00 feet along said section line common to Section 31 and 36 to a point which is monumented with a 5/8"x24" rebar with attached aluminum cap, set 0.2' high, marked Job 4-81, RLS 470, Prop. Cor. No. 1, with lath; thence, N.89°48'11"E., 660.00 feet to a point which is monumented with 5/8"x24" rebar with attached aluminum cap, set 0.2' high, marked Job 4-81, RLS 470, Prop. Cor. No. 2, a metal post 1.0' South; thence, N.00°07'49"W., 66.00 feet to a point which is monumented with a 5/8"x24" rebar with attached aluminum cap, set 0.2' high, marked Job 4-81, RLS 470, Prop. Cor. No. 3, a metal post 1.0' South, thence, N.89°48'11"E, 660.00 feet to a point which is monumented with a 5/8"x24" rebar with attached aluminum cap, set 0.1' high, marked Job 4-81, RLS 470, Prop. Cor. No. 4, a metal post 1.0' South; thence, S.00°07'46"W., 726.0 feet to a point which is monumented with a 5/8"x24" rebar with attached aluminum cap, set 0.15' high, marked Job 4-81, RLS 470, Prop. Cor. No. 5, a metal post 1.0' North; thence, S.89°48'09"W., 1320 feet to the point of beginning.
Section 32: NW¼NE¼, N½NW¼;

TOWNSHIP 33 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 25: S½NE¼SE¼NE¼, S½NW¼SE¼NE¼, S½SE¼NE¼, S½NE¼SW¼NE¼, S½NW¼SW¼NE¼, S½SW¼NE¼, NE¼SW¼, N½NE¼SE¼SW¼, SE¼NE¼SE¼SW¼, N½NW¼SE¼SW¼, E½SE¼SE¼SW¼, SE¼.

184872

RECORDED June 5 1981 3:30 PM
IN BOOK 34 Mtg PAGE 126
COUNTY CLERK
126

The lien of this Mortgage applies to all water rights appurtenant to the above-described lands as described in Exhibit A which is attached hereto and made a part hereof by this reference.

The MORTGAGOR agrees to pay all taxes and assessments upon said property during the life of this Mortgage unless other contractual arrangments are made with the MORTGAGEES. In the event that the MORTGAGOR fails to pay said taxes and assessments when due, the MORTGAGEES may pay said taxes and assessments and all sums so paid shall be added to and be considered as a part of the indebtedness hereby secured, and shall draw interest at the same rate or rates.

In the event of default 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 the event of default in the payment of taxes or assessments before their payment is in default, then the whole indebtedness hereby secured, with the interest thereon, shall become due and payable and the MORTGAGEES may proceed, pursuant to law, to foreclose upon 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 and reasonable attorney fees as provided in the Promissory Note secured hereby.

This Mortgage is executed this 5th day of June, 1981, by DAVID R, DELLING as attorney-in-fact for TENNECO OIL COMPANY, pursuant to the Resolution of the Board of Directors of said Company which is attached hereto as Exhibit B and made a part hereof by this reference.

TENNECO OIL COMPANY

Witness

By _____
DAVID R. DELLING
Attorney-in-fact

STATE OF WYOMING)
)ss.
COUNTY OF SWEETWATER)

On this 5th day of June, 1981, before me appeared DAVID R. DELLING, to me personally known, who, being by me duly sworn, did say that he is the attorney-in-fact for TENNECO OIL COMPANY and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors

[redacted] [redacted] [redacted]

and the said David R. Delling acknowledged said instrument to be the free act and deed of said Corporation.

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

Notary Public

My Commission Expires:

April 9, 1984



EXHIBIT A - WATER RIGHTS

Description of Water Rights appurtenant to the real property described in Mortgage, situated in Sublette County, Wyoming, being more particularly described in the following table:

Permit No.	Appropriator	Priority Date	Area-Acres	Flow Rate (cfs)
3279	H. Sungren	7/15/1901	A-320	4.42
4037	M. F. Nicholson	7/07/1902	B-100	1.42
3738	L.W. Haley	3/06/1902	C-160	2.28
3738	T. F. Nicholson	3/06/1902	D- 70	1.00
6360	F. D. Ball	12/01/1904	E- 79	1.13
6813	L. W. Haley	6/27/1905	F- 80	1.14
6813	A. Haley	6/27/1905	G-130	1.85
2871E	J. J. Abramson	11/13/1913	H- 80	1.14
14829	J. Raski	6/29/1917	I- 42	0.60
15134	J. Raski	7/02/1918	J- 28	0.40
15156	H. E. Surritt	7/23/1918	K- 99	1.41
3985E	G. Huhta	3/17/1919	L-129	1.84
3985E	O. Kosola	3/17/1919	M-129	1.84
		TOTALS	1446	20.47

[redacted] E[redacted] B [redacted]

I, L. R. Spence do hereby certify that I am the duly elected, qualified and acting _____ Secretary of TENNECO OIL COMPANY a Delaware corporation, and that as such, have the custody of the corporate records and seal of said Company; that attached hereto is a true and correct copy of certain resolutions duly adopted by consent of the members of the Board of Directors dated as of May 18, 1981, as the same appears in the minute book of said Company; that these resolutions remain in full force and effect as of the date hereof, and have not been amended, repealed, rescinded or changed in any way whatsoever.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the corporate seal of said Company, this 20th day of May, A.D. 19 81.

L. R. Spence

_____ Secretary

RESOLVED, that the form of Agreement, now before this Board, dated May 8, 1981, between Robert W. Ball and wife, Dele J. Ball, as Sellers, and Tenneco Oil Company providing for the sale of certain lands and water rights in Sublette County, Wyoming, as more particularly described in said Agreement, and the form of Letter Agreement of the same date between the same parties, also before this Board, be, and the same hereby are approved, and the execution and delivery of both the Agreement and Letter Agreement by David R. Delling on behalf of Tenneco Oil Company, be, and they hereby are ratified and approved; and it is further

RESOLVED, that said David R. Delling, be, and he hereby is appointed an attorney-in-fact of the Company with authority to execute and deliver on behalf of the Company any note, lease, mortgage or other document contemplated by the aforementioned Agreement, or which may be necessary or appropriate for the Company to comply with and fulfill all of its duties and obligations under the terms of said Agreement.

(Adopted by Unanimous Consent of the Board of Directors of TENNECO OIL COMPANY on May 18, 1981.)

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GARY ESPENSCHEID and NANCY R. ESPENSCHEID husband & wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty Two Thousand and no/100-------- Dollars, due 5/15/83 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,

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:

TOWNSHIP 30 NORTH, Range 111 West of the 6th Principal Meridian, Sublette County, Wyoming

Section 20 - S/2 SW/4 NE/4

Containing 20 acres, more or less;

TOGETHER WITH all improvements and appurtenances thereunto apertaining AND TOGETHER WITH a right of ingress and egress over the following described tract:

Beginning at the center quarter of Section 29, T. 30 N., R. 111 W., thence N. 00°12'48"W., 1061.82 feet to the southeast corner of the Ball First Addition to the Town of Marbleton;

thence S. 89°56'00"W., 39.99 feet to the southwest corner of Lot 2, Block 1 of the Ball First Addition to the Town of Marbleton;

thence S. 00°12'48"E., 1061.82 feet to a point;

thence N. 89°56'00"E., 39.99 feet to the center quarter the point of beginni

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 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 15th day of May A. D. 1981.

In the presence of

184883

Nancy R Espenscheid

Gary Espenscheid

RECORDED June 8 1981 8:00 A M
IN BOOK 34 Misc PAGE 132
FEE $ 6.00 Lena Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M Kleuver

132 Rel. Bk 11 Mtg pg 621

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Gary Espenscheid
Nancy R. Espenscheid
this 15th day of May, 1981.

Witness my hand and official seal.

Betty J. Hodgson
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 3rd day of June, 19 81, between the Mortgagor, DALE R. SEQUERA AND SUSAN J. BLACK (herein "Borrower"), and the Mortgagee, FIRST WYOMING BANK N.A. KEMMERER, a corporation organized and existing under the laws of the 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 Thirteen thousand nine hundred ninty seven and .19/00---------- Dollars, which indebtedness is evidenced by Borrower's note dated June 3, 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 June 3, 1988;

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

A PARCEL OF LAND LOCATED IN THE NE CORNER OF THE NE¼NW¼ OF SECTION 10, T. 34 N., R. 110 W., 6th P.M., SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Beginning at corner stone NE¼NW¼ of said Section 10 and running thence due west 416.00 feet; thence, south 208.00 feet; thence, east 416.00 feet; thence, north 208.00 feet to the point of beginning.

184885

Bk 011 p 462

RECORDED June 8 1981 8:00 AM
IN BOOK 34 Mtg PAGE 134
FEE $4.25 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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.

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.

+Dale R. Sequera .....
—Borrower

DALE R. SEQUERA

Susan J. Black .....
—Borrower

SUSAN J. BLACK

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this June 3, 1981 by
(date)

DALE R. SEQUERA AND SUSAN J. BLACK
(person acknowledging)

My Commission expires: 4-8-85

C. Malia Jacobs .....
Notary Public

C. Malia Jacobs Notary Public County of Lincoln State of Wyoming My Commission Expires Apr. 8 1985

(Space Below This Line Reserved For Lender and Recorder)

[redacted] [redacted] [redacted]

Loan #196572 0

MODIFICATION AGREEMENT

This Agreement, dated May 14, 19 81, is made by and between
V.L. Looney and Patricia E. Looney, husband and wife

hereinafter called "borrower," and THE TRAVELERS INSURANCE COMPANY, of Hartford, Connecticut, hereinafter called "lender," in consideration of their mutual benefits and agreements herein contained.

1. This agreement applies to a certain promissory note, held by lender, dated August 16, 19 77, in the principal amount of $ 85,000.00, with the final payment due on January 1, 19 93, the maturity date of the note, and made by V.L. Looney and Patricia E. Looney

The note is secured by mortgage or deed of trust, also held by lender, dated the same date as the note, and made by the same maker(s) thereof, on property situated in the County of Sublette, State of Wyoming, and recorded in Book 29, page 241, of the land records.

2. The unpaid principal balance of the note on May 14, 19 81, is $ 41,700.00. Borrower promises and agrees to pay such unpaid balance and interest to lender according to the terms of the note and this modification agreement.

3. Borrower and lender agree that the payments on the following dates provided by the terms of the note are hereby changed to provide modified payments on such dates as follows:

And in consideration of the Release, by the lender, as to a part of the security described in said Mortgage, and which Partial Release is hereby acknowledged, the borrowers also hereby agree to pay interest on the remaining principal balance at the rate of Ten and One-Quarter per centum (10¼%) per annum from and after June 1, 1981.

The principal or unpaid balance thereof, or any installment thereof due and unpaid, and all interest due and unpaid shall draw interest at the rate of Twelve and One-Quarter per centum (12¼%) per annum after maturity.

Any other payments on other dates provided by the terms of the note continue to be due and payable as provided by its terms.

4. Borrower promises and agrees to pay at the maturity of the note any unpaid balance of principal resulting from the modification set out in paragraph 3 above, in addition to any other unpaid balance provided by the terms of the note.

5. Nothing herein contained shall in any manner affect the priority or lien of the mortgage or deed of trust securing this note.

In witness whereof, this agreement has been duly executed by the borrower and lender.

THE TRAVELERS INSURANCE COMPANY
Lender

By William E. Taylor
(William E. Taylor) Second Vice President

V.L. Looney
V.L. Looney

Patricia E. Looney
Patricia E. Looney

Borrower

L-5457 REV. 3-57 PRINTED IN U.S.A.

STATE OF CONNECTICUT

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me this 29th day of May 1981 by William E. Taylor, Second Vice President of The Travelers Insurance Company

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: March 31st, 1984

Patricia H. Csaszar
Notary Public
(Patricia H. Csaszar)

184886

RECORDED June 8 1981 8:00 AM
IN 34 Mtg PAGE 138
FEE 6.00 Lois J. Yahn COUNTY CLERK
CAMPBELLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thomas

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 WILLIAM H. TWICHELL and LOIS C. TWICHELL, husband and wife

and appears recorded in book 34 of mortgages, beginning on page 104 in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property described as follows:

Lot 10, Block 3 Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming, according to that plat of record in the Office of the Sublette County Clerk, Sublette County, Wyoming.

together with the Note or Notes secured thereby, to the WYOMING COMMUNITY DEVELOPMENT AUTHORITY, its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 2nd day of June, 19 81

RAINIER MORTGAGE COMPANY

By Carole K Claassen

Assistant Vice President

Corporate Seal

STATE OF WASHINGTON

COUNTY OF KING

The foregoing instrument was acknowledged before me by CAROLE K. CLAASSEN, Asst. Vice President

this 2nd day of June, 19 81

Witness my hand and official seal.

My Commision expires: 8-4-81

Bonnie Boyce

Notary Public in and for
said County and State

184887

RECORDED June 8 1981 8:00A M
IN BOOK 34 Mtg PAGE 140
FEE $4.00 Lucy Yake COUNTY CLERK
WYOMING

by Dorothy M Keene

140

RETURN TO: WP

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 DAVID A. SAWYER and BEVERLY SAWYER, husband and wife

and appears recorded in book 34 of mortgages, beginning on page 42 in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property described as follows:

Lot 8, Ken Guio Subdivision III, to the Town of Big Piney, Sublette County, Wyoming, according to that plat of record in the Office of Sublette County Clerk, Sublette County, Wyoming.

together with the Note or Notes secured thereby, to the WYOMING COMMUNITY DEVELOPMENT AUTHORITY, its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 2nd day of June, 19 81

RAINIER MORTGAGE COMPANY

By Carole K Claassen

Assistant Vice President

Corporate Seal

STATE OF WASHINGTON

COUNTY OF King

The foregoing instrument was acknowledged before me by Carole K. Claassen; Asst. Vice President

this 2nd day of June, 19 81

Witness my hand and official seal.

My Commision expires: 8-4-81

Bonnie Boyce

Notary Public in and for
said County and State

184888

RECORDED June 8 1981 8:00 A M
IN BOOK 34 Mtg PAGE 141
FEE $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

RETURN TO:

Rainier Mortgage Company
P.O. Box 990
Seattle, WA. 98111

ASSIGNMENT OF MORTGAGE

RG-~~35103~~ 35429 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 Norman R. Smith and Patsy R. Smith, husband and wife

and appears recorded in book 34 of mortgages, beginning on page 39 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Tracts 40 and 41 of the Tyler Second Subdivision, Sublette County, Wyoming, according to that plat of record in the office of the Sublette County Clerk, Sublette County, Wyoming.

together with the Note or Notes secured thereby, to the WYOMING COMMUNITY DEVELOPMENT AUTHORITY, its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 2 day of June ,19 81 RAINIER MORTGAGE COMPANY

By _____
Assistant Vice President

STATE OF Washington

COUNTY OF King

Corporate Seal

The foregoing instrument was acknowledged before me by Carole K. Claassen, Assistant Vice President

this 2 day of June ,19 81

Witness my hand and official seal.

My Commision expires: 8-4-81

_____
Notary Public in and for
said County and State

184889

RECORDED June 8 1981 8:00 A M
IN BOOK 34 Mtg PAGE 142
FEE $4.00 Lucy Yake COUNTY CLERK
BY PINEDALE, WYOMING
by Dorothy McClure

142

202989-38

ASSIGNMENT OF MORTGAGE

143

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, beginning on page ~~673~~ instrument #184344 beginnin on Page 673 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 PINEDALE, ~~REDSTONE~~, SUBLETTE COUNTY, WYOMING.

184469

*****

*****This assignment is being re-recorded to correct the spelling of PINEDALE and to add the page # of 673.

RECORDED May 1 1981 11:00 A M
IN BOOK 33 Mtg PAGE 689
FEES $ 4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellwine

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 L. 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

Kathleen K Bodle Vice Pres
Title of Officer

WCDA Form Number 203

184955

RECORDED June 9 1981 10:00 AM
IN BOOK 34 Mtg PAGE 143
FEES 4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Ellwine

RETURN TO:

Rainier Mortgage Company
P.O. Box 990
Seattle, WA. 98111
RG-354155

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 Steven Seaman and Debbie Seaman, husband and wife

and appears recorded in book 34 of mortgages, beginning on page 45 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 5, Block 6 of the Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming, according to that plat of record in the Office of the Sublette County Clerk, Sublette County, Wyoming.

together with the Note or Notes secured thereby, to the WYOMING COMMUNITY DEVELOPMENT AUTHORITY, its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 2 day of June, 19 81 RAINIER MORTGAGE COMPANY

By _____
Assistant Vice President

STATE OF Washington

COUNTY OF King

Corporate Seal

The foregoing instrument was acknowledged before me by Carole K. Claassen, Assistant Vice President

this 2 day of June, 19 81

Witness my hand and official seal.

My Commision expires: 8-4-81

_____
Notary Public in and for
said County and State

184968

RECORDED June 10 19 81 8:00 A M
IN BOOK 34 Mtg PAGE 144
FEE $ 4.00 Sue O Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

144

.45 Rel Bk 12 pg 199

MORTGAGE DEED—FORM NO. 4½

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

George J. Martin and Eloise Martin, husband and wife

Box 32, Boulder, Wyoming 82923

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

Thirty Two Thousand Nine Hundred and 22/100---------- Dollars, due June 2, 1983

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

evidenced by a promissory note, of even date herewith,

George J. Martin and Eloise Martin, husband and wife do hereby mortgage to

MILES HOMES DIVISION OF INSILCO CORPORATION - 4500 Lyndale Avenue North, Minneapolis, MN 55

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:

Lot 38, Unit B Big Country Ranches Second Filing, as the same appears of record in the official plat thereof filed in the office of the County Clerk and Ex-Officie Register of Deeds, Sublette County, Wyoming.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD.

Principal sum of $32,941.22 shall be paid by paying interest only in monthly installments of $270.01 per month commencing on September 1, 1981 and continuing on the 1st day of each and every monthethereafter except that on the 2nd day of June, 1983, a final payment consisting of the entire principal balance together with any unpaid interest shall be due in full.

**This mortgage is given to secure the obligation under the Retail Installment Contract dated March 30, 1981 executed by said mortgagors to the said Mortgagee and all references to a note are amended accordingly.

135029

RECORDED June 10 1981 1:00 P M
IN BOOK 34 Misc PAGE 145
REF. to Lou Yuk 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 Thirty Two Thousand Nine Hundred Forty One & 22/10 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 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 00/100---------- Dollars, as attorney's fees.

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

Dated this day of A. D. 19.

In the presence of TWO WITNESSES

X Beverly Wilson

X Vivian Rodgers

X George J. Martin
George J. Martin

X Eloise Martin
Eloise Martin

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 $53,000.00, 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 securedas 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.

MORTGAGE DEED

FROM

GEORGE J. MARTIN, ET UX

TO

MILES HOMES DIVISION OF INSILCO CORPORATION

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, $

Witness my hand and official seal.

My Commission Expires:

Signature

Title of Officer

State of } ss.
County of

The foregoing instrument was acknowledged before me by

this day of , 19

Rel Bk 11 Pg 204

81160

MORTGAGE

THIS MORTGAGE is made this ...First... day of ...June... 19 81., between the Mortgagor, Richard A. Costello and Sharon Costello, Husband & Wife, John L. Tanner & Shirley Tanner, Husband & Wife, & Harvey T. Graham & Nancy A. Graham, Husband & Wife, as tenants in common of an undivided one-third (1/3) interest each. (herein "Borrower"), and the Mortgagee, Fossil Butte National Bank, a corporation organized and existing under the laws of ...Wyoming..., whose address is ...PO. Box. 512 .Kemmerer,. .Wyoming...83101... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventeen-Thousand. Four-Hundred.. Ninty-Five. and .30/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated...June. 1.,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..September..1,1981 ....;

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 13,14,15,16,17 and 18, Blook 11, Marbleton Townsite, Sublette County, Wyoming.

185042

RECORDED June 11 1981 11:30A M
IN BOOK 34 Mtg PAGE 147
FEES $10.50 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

which has the address of ....., ...Marbleton...,
[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

[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.

Richard A. Costello
Sharon L. Costello
John L. Tanner
Shirley Tanner
Harvey T. Graham
Nancy A. Graham

Borrower
Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this June 9th 1981 by
(date)
Richard A. Costello, Sharon L. Costello, John L. Tanner, Shirley Tanner
Harvey T. Graham, and Nancy A. Graham
(person acknowledging)

My Commission expires:
Sept 10, 1984

Callette Grace
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

151 Rec'd Feb 12 pg 211

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Charles B. McChesney, a single man

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Seventeen thousand dollars and no/100---------- Dollars, due June 5, 1991 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,

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:

Lots ten (10), eleven (11), and twelve (12), Block 17
Marbleton Townsite, Marbleton, Wyoming

185061

RECORDED June 15 1981 8:00 A M
IN BOOK 34 Misc PAGE 151
FEES $6.00 Lavoy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEwen

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 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 June 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 Charles B. McChesney,

, ,

this 5th day of June, 19 81.

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, $

153

Mtg 285

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 Thirty Seven Thousand and no/100------- Dollars, due s/p with interest from date at the rate of 18 per cent per annum, payable semi annually evidenced by One (1) promissory note, of even date herewith,

do hereby mortgage to State Bank of Big Piney

mortgagee, whose address is Big Piney, Wyoming

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

Lot One (1) Block Eleven (11) Ball Second Addition to the Town of Marbleton as the same appears on the official palt 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 the United States patents and to easements and rights of way of record or in use; and
SUBJECT TO prior mineral reservations of record.

185062

RECORDED June 15 1981 5:00 P M
IN BOOK 34 Mtg PAGE 153
FEE $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Adkins

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 $37,000.00 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 4th day of June A. D. 19 81.

In the presence of

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by David Lee Smith, Terry LaGene Smith,

this 4th day of June, 19 81.

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, $

155 Misc Bk 11 pg 499

MORTGAGE DEED---FORM NO. 4½

THE HILLS COMPANY, RIVERTON 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

SUBLETTE COUNTY SPORTING ASSOCIATION

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Sixteen thousand seven hundred and No/100- - - - - Dollars, due 10/1/81 with interest from 4/29/81 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 , in the State of Wyoming, to-wit:

LOT 5 OF THE TRAPPER SUBDIVISION, SUBLETTE COUNTY, WYOMING

AND

A CERTAIN TRACT OF LAND EMBRACING PORTIONS OF SW¼NE¼ AND NE¼NW¼SE¼ OF SECTION 3, T. 33 N., R. 109 W., 6TH P.M., SUBLETTE COUNTY, WYOMING described as follows:

Beginning on the Northwest corner of said SW¼NE¼ Section 3, and running thence S.89°49'E., 1320.00 feet to the Northeast corner of said SW¼NE¼ Section 3; thence, S.00°01'W., 1509 feet to a point on the East line of said NE¼NW¼SE¼ Section 3; thence, following the centerline of the Lee Ditch (also known as the Irish Canal) N.76°06'W., 641 feet; thence, N.31°51'W., 432 feet; thence, N.32°53'W., 373 feet; thence, S.72°18'W., 130.00 feet; thence, N.43°27'W., 130 feet; thence, N.26°34'W., 141 feet to the West boundary of said SW¼NE¼ Section 3 at its point of conjecture with the center line of said Lee Ditch; thence, leaving the ditch and running N.00°01'W., 500 feet to the point of beginning.

185124

RECORDED June 18 1981 2:25 P.M.
IN BOOK 34 Mtg PAGE 155
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McClure

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 29th day of April A. D. 19 81.

In the presence of

SUBLETTE COUNTY SPORTING ASSOCIATION

Doug Vickrey

Doug Vickrey

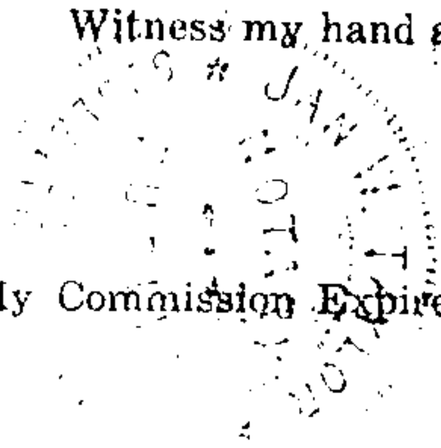
Wayne Jensen

Wayne Jensen

State of Wyoming)
County of Sublette) ss.

The foregoing instrument was acknowledged before me by [redacted] Vickrey
and Wayne Jensen ,
this 29th day of April , 19[redacted].

Witness my hand and official seal.



Signature
Notary Public
Title of Officer

My Commission Expires: January 9, 19[redacted]

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, $

156

MORTGAGE

This mortgage, made this 11 day of June, 1981, by and between Melvin M. Arndt and Phyllis V. Arndt, of the County of Sublette, State of Wyoming, Mortgagors, and Richard R. Zeigler and Nancy M. Zeigler, of the County of Sublette, State of Wyoming, Mortgagees:

WITNESSETH, that the Mortgagors to secure the payment of two separate Promissory Notes, one in the sum of $10,000.00 due on or before the 15th day of June, 1981, and the second in the sum of $5,000.00 due on or before the 15th day of November, 1981, with no interest, all as clearly stated in the aforesaid Promissory Notes, 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:

> THAT PART OF THE NW¼ OF SECTION 19, T. 33N., 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.

The Mortgagors agree to pay all taxes and assessments on said premises and to keep any buildings thereon insured in a sum which is equal to the value thereof during the life of this mortgage; and in case Mortgagors do not, the Mortgagees may at their option 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 case of default of payment of either one or both of the amounts due pursuant to the hereinbefore described Promissory Notes, then the indebtedness of the Promissory Note or Promissory Notes which are in default and which are herein secured shall become due and payable, and the Mortgagees may proceed pursuant to law, to foreclose on said

RECORDED June 19 1981 10:20 A.M.
IN BOOK 30 MTG PAGE 157
COUNTY CLERK

[redacted]5116

property and in case of foreclosure, the Mortgagors hereby agree to pay all costs of the same, including a reasonable attorney's fees.

Dated this 18 day of June, 1981.

Melvin M. Arndt

Phyllis V. Arndt

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Melvin M. Arndt and Phyllis V. Arndt this 18 day of June, 1981.

Witness my hand and official seal.

JOAN H. YOUNG NOTARY PUBLIC

Notary Public

My Commission expires February 22, 1983

CORRECTED TO SHOW PROPER SECTION 159 NUMBER 6/18/81

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

Rlse Book 12, Page 711

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GARY ESPENSCHEID and NANCY R. ESPENSCHEID husband & wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty Two Thousand and no/100-------- Dollars, due 5/15/83 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, 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:

TOWNSHIP 30 NORTH, Range 111 West of the 6th Principal Meridian, Sublette County, Wyoming

Section 29 - S/2 SW/4 NE/4

Containing 20 acres, more or less;

TOGETHER WITH all improvements and appurtenances thereunto apertaining AND TOGETHER WITH a right of ingress and egress over the following described tract:

Beginning at the center quarter of Section 29, T. 30 N., R. 111 W., thence N. 00°12'48"W., 1061.82 feet to the southeast corner of the Ball First Addition to the Town of Marbleton;

thence S. 89°56'00"W., 39.99 feet to the southwest corner of Lot 2, Block 1 of the Ball First Addition to the Town of Marbleton;

thence S. 00°12'48"E., 1061.82 feet to a point;

thence N. 89°56'00"E., 39.99 feet to the center quarter the point of be ginni

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 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 15th day of May A. D. 1981.

In the presence of

184883

Nancy R Espenscheid

Gary Espenscheid

185110

RECORDED June 8 1981 8:00 A M
IN BOOK 34 Misc PAGE 152
FEES $6.00 Lena Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RECORDED June 19 1981 1:30 P M
IN BOOK 34 Misc PAGE 157
FEES $6.00 Lena Yost COUNTY CLERK
SUBLETTE COUNTY CLERK

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Gary Espenscheid, Nancy R. Espenscheid, this 15th day of May, 1981.

Witness my hand and official seal.

Betty J. Hodgson
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, $

161 Misc Bk 11 pg 402

M—10-65

MORTGAGE DEED
WITH RELEASE OF HOMESTEAD

Richard K. & Gail Joy Simpson, husband & wife hereafter termed mortgagor, (whether one person or more) of Sublette County, Wyoming, to secure the payment of

Twenty thousand and no/100---------- Dollars ($ 20,000.00),

due at maturity, with interest from June 15, 1981 at the rate of 18% percent per anum, payable monthly evidenced by one promissory note of even date herewith, it being further expressly agreed that this mortgage shall stand as security for any other claim or indebtedness, direct or contingent, that the mortgagee or its assigns may now hold or in the future acquire against the said mortgagors or either or any of them prior to foreclosure, hereby mortgages and warrants to First National Bank of Glenrock, Box 640, Glenrock, Wy., a corporation organized under the national banking laws, mortgagee, the following described real estate situate in the County of Sublette, Wyoming, hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

185143

Lots 13, 14, and 15, Block 46 of the Marbleton Townsite,
Sublette County, Wyoming.

RECORDED June 19 1981 2:30 PM
IN BOOK 34 mtg PAGE 161
FEES $4.00 Doris J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

(1) To pay the indebtedness hereby secured, together with the interest thereon, to pay all taxes and assessments on said premises and to keep the buildings thereon insured for fire and other casualties in the sum of not less than the principal sum hereinabove specified as the principal indebtedness, during the life of this mortgage in a company approved by mortgagee, said insurance to contain a loss payable clause to the mortgagee; and to cause a copy of such insurance to be delivered to mortgagee immediately, and in case mortgagor shall fail to pay such taxes and assessments and to keep the premises insured as aforesaid, or fail to keep the premises free of all liens, mortgagee shall be entitled at its option to accelerate the entire indebtedness and to foreclose on the property as provided in part (4) below, and mortgagee may, either with or without resorting to such remedies, elect to insure said buildings and pay said taxes and assessments and discharge such liens and in any case 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 rate of ten per cent.

(2) To permit no waste, impairment or deterioration of said property and to keep the property and improvements at all times in good condition and repair, and to keep the premises free from liens of every kind.

(3) In the event the buildings or improvements are substantially destroyed by fire or other casualty and are not restored or repaired, then the whole indebtedness hereby secured, at the option of the mortgagee, shall become immediately due and payable, and the insurance proceeds payable therefor may be applied to the reduction of the indebtedness hereby secured.

(4) In case of default in the payment of said principal sum and interest thereon, or any part thereof, or default in making any other payment required of mortgagor hereunder, including any payment due upon any other claim or indebtedness as referred to hereinabove, or in the event of the violation, non-performance or breach of any of the mortgagor's covenants herein, or if at any time mortgagee shall deem itself insecure, the entire principal sum of said note hereby secured shall at the election of the mortgagee become due and payable without notice, or if same shall have been paid and default is made in payment of the other claims and indebtednesss, in either case, mortgagee may proceed, at its election, to foreclose on and sell said property, and be entitled to the immediate possession of the premises hereinabove described, and to the rents, issues and profits thereof, and shall be entitled to such possession, rents, issues and profits for and during the period of foreclosure and redemption. Mortgagee is granted the power to foreclose this mortgage and sell said property by advertisement and sale as provided by the statutes of the State of Wyoming, and from said rents, issues and profits, if any are received by it, and from the proceeds of such sale, shall pay all costs of foreclosure and sale, including reasonable attorney's fees, and apply the balance to the payment of all sums due hereunder; or the said mortgagee may proceed to foreclose this mortgage by court action, and upon the commencement of such foreclosure proceedings, shall be entitled to the appointment of a receiver of said property with authority to take possession thereof, and to collect rents, issues and profits therefrom, and to have such other powers and duties as are customarily exercised by receivers in similar cases, subject to the supervision of the Court, and from all rents, issues and profits, if any are received, and out of the proceeds of sale of said premises in said foreclosure proceedings, all costs of foreclosure and sale, and including costs of the receivership and reasonable attorney's fees, shall be paid and the balance shall be applied to the payment of all sums due hereunder.

(5) In the event of any sale of said premises, or any part or parts thereof, under any of the provisions of this mortgage, the purchaser or purchasers therefor shall have immediate and peaceful possession.

(6) Failure or delay of mortgagee to exercise any of its rights or privileges under said promissory note or mortgage shall not be held a waiver of any of the terms, covenants or conditions of said instruments, or of any rights or privileges of said mortgagee under the same, and any act of said mortgagee waiving, or which may be held to be a waiver of any specific default of said mortgagor, shall not be construed or held a waiver of any future or other defaults.

DATED this 15th day of June, 19 81.

Richard K. Simpson

Gail Joy Simpson

Gail Joy Simpson Mortgagor

State of Wyoming)
) ss
County of Converse)

The foregoing instrument was acknowledged before me by Richard K. Simpson & Gail Joy Simpson,

this 15th day of June, 19 81.

Witness my hand and official seal.

[redacted] [redacted] [redacted]

[redacted] [redacted] 400-5-354799 [redacted]

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 CONNIE M. LAIN, an unmarried person

herein designated as Mortgagor, of 421 Quealy Avenue, Town of Big Piney, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of FORTY-SIX THOUSAND THREE HUNDRED AND NO/100---------- Dollars ($ 46,300.00), 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

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 FOUR HUNDRED EIGHTY-THREE AND 37/100---------- Dollars ($ 483.37), commending on the first day of AUGUST, 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 JULY, 2006, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

Lot 3 and the West one-half ($W\frac{1}{2}$) of Lot 2 in Block 4, C. P. MacGlashan First Addition to the Town of Big Piney, Sublette County, Wyoming, according to that plat and survey of record in the office of the County Clerk, Sublette County, Wyoming.

185172

RECORDED June 15th 19 81 4:10 P M
IN BOOK 34 mtg PAGE 162
FEES $ 8.00 Lois D. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Peg Carney

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises.

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

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

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

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

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

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

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

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

Released Bk 116 Rel Pg 320

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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 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) 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 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

[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.

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 15.50 % (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 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) has hereunto set his hand(s) this 23rd day of June , 1981

In the presence of—

CONNIE M. LAIN

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 23rd day of June , 19 81 , before me personally appeared Connie M. Lain, an unmarried 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 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 June , A.D. 1981

[SEAL]

My commission expires

My Commission expires February 22, 1983

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

164

Released Book 15 Rel pg 83 165

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ZOEL D. BLACKMON and LUELLA S. BLACKMON, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Thirty Four Thousand Four Hundred 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:

Lots 9, 10, 11 and 12, Block 15 of the Marbleton Townsite, Sublette County, Wyoming.

185187

RECORDED June 24 1981 245 P
IN BOOK 34 mtg 165
FEE: 6.00 Sandy Lake
SUBLETTE COUNTY CLERK by Peg Carney

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 $34,400.00 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 24th day of June A. D. 19 81.

In the presence of

Zoel D. Blackmon

Luella S. Blackmon

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Zoel D. Blackmon, Luella S. Blackmon, this 24th day of June, 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, $

167

Released BK. 14 Rel @ Pg 349

MORTGAGE DEED--FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LARRY O'NEAL SLATTER and JUDITH ANN SLATTER, husband and wife

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of --One Hundred Thirty Five 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 (1) promissory note , of even date herewith, 120 equal payments of Two Thousand Three Hundred Forty Six and 28/100---------- 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 NE¼SE¼ OF SECTION 31, T. 30N., R. 111 W., 6TH P.M. SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Commencing at the southeast corner of said Section 31, T. 30 N., R. 111 W.; thence, N.22°34'W., 1759.00 feet to the southeast corner of the Original Townsite of Big Piney, Sublette County, Wyoming; thence, N.89°49'W., 310.00 feet along the south boundary line of said Townsite to a point which is the point of beginning of the description of this tract; thence, continuing N.89°49'W., 280.00 feet to a point; thence, continuing N.89°49'W., 50.00 feet, more or less, to the southwest corner of said townsite; thence, S.00°11'W., 100.00 feet along the west line of said NE¼SE¼; thence. S.89°49'E., 50.00 feet, more or less, to a point; thence, continuing S.89°49'E., 280.00 feet to a point; thence, N.00°11'E., 100.00 feet to the point of beginning.

RECORDED June 25 1981 1:00 P.M.
IN BOOK 34 xy t PAGE 167
FEES 6.00 Jan J. Drake COUNTY CLERK
SUBLETTE COUNTY CLERK by Peg Carney

185219

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 $135,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 25th day of June A. D. 1981.

In the presence of

Larry O'Neal Slatter

Judith Ann Slatter

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Larry O'Neal Slatter, Judith Ann Slatter,

this 23th day of June, 1981.

Witness my hand and official seal.

Betty J. Hodgood
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, $

Released BK 17 Pg. 620

169

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

REX W. POULSON and LINDA E. POULSON, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty-six Thousand and No/100 - -($26,000.00) - - Dollars, due 4/15/96 with interest from 4/16/81 at the rate of thirteen (13%) per cent per annum, payable ~~annually~~ monthly included in payment evidenced by one promissory note, of even date herewith, payable at the rate of $328.97 per month, first payment due 7/15/81 and monthly thereafter until paid in full, do hereby mortgage to

RAYMOND G. WALL and ANITA F. WALL, husband and wife,

mortgagee, whose address is 828 Rhode Island, Rock Springs, Wyoming 82901

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

Lot Six (6) Block Eight (8) of the Hennick 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.

185238

RECORDED June 26 1981 10:30 AM
IN BOOK 34 mtg PAGE 169
FEES $ 6.00 Lois J. Graber COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Peg Carney

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 25th day of June A. D. 1981.

In the presence of

Rex W. Poulson
Linda E. Poulson

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Rex W. Poulson and Linda E. Poulson,

this 25th day of June, 19 81.

Witness my hand and official seal.

PATRICIA H. KIRCH NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Patricia H Kirch
Signature
Notary Public
Title of Officer

My Commission Expires: My Commission expires September 21, 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, $

Recordation requested by: 171

First Security Bank of Rock Springs

After recordation return to: First Security Bank of Rock Springs
P. O. Box 1319
Rock Springs, WY 82901

REASSIGNMENT OF MORTGAGE

The undersigned hereby grants, assigns and transfers to _____

FIRST SECURITY BANK OF ROCK SPRINGS

all beneficial interest under that certain Mortgage dated August 14 19 80 executed by Thomas Wirtz and Lois J. Wirtz, Husband and Wife, Mortgagor to First Security Bank of Rock Springs, Mortgagee and recorded Aug. 19 19 80 in Book 33, Page 111-114, of Official Records in the Office of the County Recorder of ~~SWEETWATER~~ SUBLETTE County, Wyoming.

Together with all rights accrued or to accrue under said Mortgage. This assignment is made without consideration at the request of the assignee herein to revest the beneficial interest in said Mortgage in the assignee herein.

DATED JUN 2 2 1981

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Donna Cabrera
Assistant Vice President

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On JUN 2 2 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DONNA CABRERA known to me to be the Assistant Vice President of the Corporation that executed the within Instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws.

WITNESS MY HAND AND OFFICIAL SEAL.

OFFICIAL SEAL
BEVERLY A. COWAN
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires March 30, 1984

Beverly A Cowan
Notary Public in and for said County and State

185215

RECORDED June 29 1981 8:00 AM
IN BOOK 34 Misc PAGE 171
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

Recordation requested by: First Security Bank Rock Springs

After recordation return to: First Security Bank of Rock Springs
P. O. Box 1319
Rock Springs, WY 82901

REASSIGNMENT OF MORTGAGE

The undersigned hereby grants, assigns and transfers to FIRST SECURITY BANK OF ROCK SPRINGS all beneficial interest under that certain Mortgage dated March 11, 19 80 executed by Charles A. Miller & Johar Miller, Husband and Wife, Mortgagor to First Security Bank of Rock Springs, Mortgagee and recorded March 11, 19 80 in Book 32, Page 459, of Official Records in the Office of the County Recorder of ~~SWEETWATER~~ SUBLETTE County, Wyoming.

Together with all rights accrued or to accrue under said Mortgage. This assignment is made without consideration at the request of the assignee herein to revest the beneficial interest in said Mortgage in the assignee herein.

DATED JUN 2 2 1981

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Assistant Vice President

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On JUN 2 2 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DONNA CABRERA known to me to be the Assistant Vice President of the Corporation that executed the within Instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws.

WITNESS MY HAND AND OFFICIAL SEAL.

OFFICIAL SEAL
BEVERLY A. COWAN
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires March 30, 1984

Notary Public in and for said County and State

185246

RECORDED June 29 1981 8:00 AM
IN BOOK 94 PAGE 172
FEES [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK by [illegible] Deputy

172

173

Recordation requested by:

First Security Bank of Rock Springs

After recordation return to: First Security Bank of Rock Springs
P. O. Box 1319
Rock Springs, WY 82901

REASSIGNMENT OF MORTGAGE

The undersigned hereby grants, assigns and transfers to

FIRST SECURITY BANK OF ROCK SPRINGS

all beneficial interest under that certain Mortgage dated August 15, 19 80 executed by Richard R. Zeigler & Nancy M. Zeigler, Husband and Wife, Mortgagor to First Security Bank of Rock Springs, Mortgagee and recorded August 20, 19 80 in Book 33, Page 116-119, of Official Records in the

S U B L E T T E

Office of the County Recorder of ~~S W E E T W A T E R~~ County, Wyoming.

Together with all rights accrued or to accrue under said Mortgage. This assignment is made without consideration at the request of the assignee herein to revest the beneficial interest in said Mortgage in the assignee herein.

DATED JUN 2 2 1981

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Donna Carrera

Assistant Vice President

STATE OF CALIFORNIA)
ss
COUNTY OF LOS ANGELES)

On JUN 2 2 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DONNA CARRERA known to me to be the Assistant Vice President of the Corporation that executed the within Instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws.

WITNESS MY HAND AND OFFICIAL SEAL.

OFFICIAL SEAL
BEVERLY A. COWAN
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires March 30, 1984

Beverly A. Cowan

Notary Public in and for said County and State

185247

RECORDED June 29 1981 8:00 AM
IN BOOK 34 PAGE 173
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK by Peg Carney

[redacted] [redacted] [redacted]

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

TAYLOR HARDWARE AND IMPLEMENT, INC., a Wyoming Corporation,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of $28,679.92 (balance of a Promissory Note dated 12/17/80) Dollars, due April 16, 1981, with interest from none at the rate of none per cent per annum, payable annually evidenced by promissory note, of even date herewith,

TAYLOR HARDWARE AND IMPLEMENT, INC., a Wyoming Corporation,

does 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:

Lots 9, 10, 11, 12 and 13, Block 4, Cooley Second Addition to the Town of Pinedale, Wyoming, TOGETHER WITH the metal building situate thereon, SUBJECT TO easements and rights of way of record or in use, SUBJECT TO reservations and restrictions of record, SUBJECT TO the provisions of United States patents, AND SUBJECT FURTHER TO a First Mortgage to the State Bank of Big Piney in the original sum of $140,000.00, dated April 10, 1979, and recorded on April 10, 1979, in Book 31 of Mortgages, Page 396, AND SUBJECT FURTHER TO a Second Mortgage to Robert J. Tamblyn and Ruby Tamblyn in the original sum of $60,442.00, dated October 19, 1977, and recorded on December 7, 1977, in Book 29 of Mortgages, Page 529.

185255

RECORDED June 29 1981, 10 AM
IN BOOK 34 mtg PAGE 174
FEES 6.00 Jane L Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Peg Cannon

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 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 attorney fees 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 June A. D. 1981.

In the presence of

TAYLOR HARDWARE AND IMPLEMENT, INC.
a Wyoming corporation

BY: Charles G. Taylor
Charles G. Taylor, President

ATTEST:
Arlette Taylor
Arlette Taylor, Secretary

174

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Charles A. Taylor, and Arlette Taylor, this 29th day of June, 1981.

Witness my hand and official seal.

JOANNA M. RUSSELL NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

My Commission Expires March 22, 1983
My Commission Expires: _____

Joanna M. Russell Hodges
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 _____.

By _____ Deputy Clerk

No. _____ Fees, $ _____

County Clerk and Ex-Officio Register of Deeds.

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

STACY GILLIAM aka STACY V. GILLIAM and VaLeda Gilliam, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Fifty-nine Thousand and No/100 - - - -($59,000.00)- Dollars, due 7/10/96 with interest from 6/25/81 at the rate of eighteen (18%) per cent per annum, payable monthly included in payments evidenced by one promissory note, of even date herewith, payable in 180 monthly payments of $950.16, which include interest,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE
P. O. Box 519
Pinedale, Wyoming 82941

mortgagee, whose address is

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

Lot 2 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 U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale filed 3/28/78 in Book 33 of Miscellaneous, page 678, office of the County Clerk;
and
Lot 1 Block 3 of the Ball First Addition to the Town of Marbleton, Sublette County, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; and to prior mineral reservations of record.

185306

RECORDED July 2 1981 11:30 AM
IN BOOK 34 Misc PAGE 176
FEES 6.00 Lois J. Cooke COUNTY CLERK
SUBLETTE COUNTY CLERK by Peg Carney

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 25th day of June A. D. 19 81.

In the presence of

Stacy V. Gilliam
Stacy V. Gilliam
VaLeda M. Gilliam
VaLeda Gilliam

2-12-85
RISE Book 12, Page 589

176

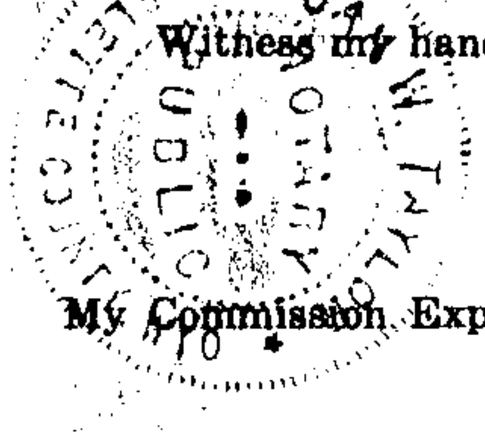
Partial Rel Bk 11 pg 206 ... as to Prop. not

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Stacy V. Gilliam aka Stacy Gilliam and VaLeda Gilliam

this 2nd day of June, 1981.

Witness my hand and official seal.



My Commission Expires: January 8, 1985

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

By Deputy Clerk

County Clerk and Ex-Officio Register of Deeds.

No. Fees, $

MORTGA[redacted] —FORM NO. 4-A [redacted] THE MILLS COMPA[redacted] 84

MORTGAGE

THIS MORTGAGE, made this _____ day of _____, 1981, between JOHN ROBERT KERBACK and MIRIAM L. KERBACK, husband and wife, of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and JOSEPH RADOSEVICH and MARY RADOSEVICH, husband and wife, of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of ---FOUR THOUSAND SIX HUNDRED SIXTY-SIX and 20/100---------- ($ 4,666.20) 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 4, Block 5, of the Hennick Second Addition to the Town of Pinedale, Sublette County, Wyoming, as the same is laid down and described in the official plat thereof in the Sublette County Clerk's Office; together with all easements, appurtenances and incidents belonging and appertaining thereto, subject, however, to all mining, mineral and other reservations, exceptions, covenants and easements of record.

185316

RECORDED July 2 1987 3:12 PM
IN BOOK 34 Misc PAGE 178
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK

178 Misc Bk 11 Pg 175

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

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

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

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

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of ---Four Thousand Six Hundred Sixty-Six and 20/100----------

($ 4,666.20) Dollars, together with interest thereon at the rate of ----- per cent (--- %) per annum from ----- , 19 ..., until paid, according to the conditions of that promissory note, dated ..., 19 81, the ultimate maturity date of which is October 1, ..., 19 82, which promissory note was executed and delivered by

John Robert Kerback and Miriam L. Kerback, 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 Four Thousand Six Hundred Sixty-Six and 20/100----------

($ 4,666.20) 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.

[redacted] [redacted] [redacted]

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

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

John Robert Kerback
John Robert Kerback

Miriam L. Kerback
Miriam L. Kerback

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sublette } ss.

On this 23rd day of June, 1981, before me personally appeared

JOHN ROBERT KERBACK and MIRIAM L. KERBACK, husband and wife,

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

Donna E. Sievers - Notary Public
Given under my hand and seal the date first above written.
County of Sublette State of Wyoming
My commission expires: 4/22/82
My commission expires April 22,1982

Donna E. Sievers
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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Pt. Rel. Bk. 14 @ Pg. 438

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 STEVE R. ROBERTSON and DALLAS A. ROBERTSON

residing in Sublette County, Wyoming, whose post office address is P.O. BOX 1033 Bondurant, Wyoming, 82922, 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*
7/2/81	$45,000.00	13.25%	7/2/2022

185319

(If the interest rate is less than N/A % 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:

TOWNSHIP 36 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING:
SECTION 16: SW¼SW¼NE¼, W½SE¼SW¼NE¼, NE¼SE¼SE¼NW¼, E½SE¼NE¼NW¼, SE¼SE¼SE¼NW¼, SE¼NE¼NE¼SW¼, NE¼SE¼NE¼SW¼, NE¼NE¼NE¼SW¼, NW¼NW¼SE¼, NW¼NE¼NW¼SE¼. Together with all improvements and appurtenances thereunto appertaining, all water and water rights, ditch and ditch rights thereunto appertaining; SUBJECT TO reservations and restrictions contained in U. S. Patents and to easements and rights of way of record or in use, and to prior mineral reservations of record.

183319

RECORDED July 2 1981 4:30 PM
IN BOOK 34 Misc PAGE 181
FEES $10.00 Lorry Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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 good and as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

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

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

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

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

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

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

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

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

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

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

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

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

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement 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 second day of July, 19 81.

/S/ Steve R. Robertson
Steve R. Robertson

/S/ Dallas A. Robertson
Dallas A. Robertson

ACKNOWLEDGMENT

STATE OF WYOMING
} ss:
COUNTY OF SUBLETTE

The foregoing instrument was acknowledged before me by Steve R. Robertson and Dallas A. Robertson, , this 2nd day of July, 19 81.

Witness my hand and official seal.

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

(SEAL)

Edwin R. Adams
Notary Public

My commission expires: July 28, 1984

185

MORTGAGE DEED—FORM NO. 4½

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Robert D. Sweedler and Joan A. Sweedler, husband and wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Fifty- Five Thousand Seven Hundred and five and 60/100 Dollars, due 6-25-82 with interest from 6-25-81 at the rate of eighteen 18 per cent per annum, payable 12 monthly evidenced by one promissory note, of even date herewith,

do hereby mortgage to Delgado Oil Co.,Inc.

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:

All of Lot Eight (8) and the North One-Half of Lot Nine (N½9), Block Two, Hennick 2nd Addition to the Town of Pinedale, Wyoming as the same appears of record on original plat thereof on file in the office of the County Clerk and Ex-Officio Register of Deeds at Pinedale, Sublette County,Wyoming, together with all improvements and appurtenances thereunto appertaining.

1353779

Misc 811 p601

RECORDED July 7 1981 2:10 P M
IN BOOK 34 Mtg PAGE 185
FEES $ 6.00 Lou A. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Keene

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 $ 55,705.60 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 25 day of June A. D. 19 81.

In the presence of

X Robert D. Sweedler
X Joann A. Sweedler

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert D Sweetser and Joan A Sweetser, this 29th day of June, 1981.

Witness my hand and official seal.

Virginia M Delgado
Signature

Notary
Title of Officer

NOTARY PUBLIC

My Commission Expires: June 21, 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, $

187 Red Bk 11 Pg 400

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DWIGHT L. DIBBEN and BEVERLY K. DIBBEN, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twelve Thousand Five Hundred and No/100 ($12,500.00) Dollars, due 6/29/82 with interest from 6/30/81 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 Fourteen (14) Block Three (3) Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds 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 filed 3/28/78 in Book 33 of Miscellaneous, page 678, office of the County Clerk.

185387

RECORDED July 7 1981 2:40 P M
IN BOOK 34 Mtg PAGE 187
FEES $6.00 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McInnis

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

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

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

Dated this 30th day of June A. D. 19 81.

In the presence of

Dwight L. Dibben

Beverly K. Dibben

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Dwight L. Dibben and Beverly K. Dibben,

this 30th day of June, 1981.

Donna E. Sievers - Notary Public
Witness my hand and official seal.
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, $

1 X 7

RETURN TO: WP

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 CONNIE M. LAIN, an unmarried person

and appears recorded in book 34 of mortgages, beginning on page 162 in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property described as follows:

Lot 3 and the West one-half (W½) of Lot 2 in Block 4, C. P. MacGlashan First Addition to the Town of Big Piney, Sublette County, Wyoming, according to that plat and survey of record in the office of the County Clerk, Sublette County, Wyoming.

together with the Note or Notes secured thereby, to the WYOMING COMMUNITY DEVELOPMENT AUTHORITY, its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 3rd day of July, 19 81

RAINIER MORTGAGE COMPANY

By Carole K Claassen

Assistant Vice President

Corporate Seal

STATE OF Washington

COUNTY OF King

The foregoing instrument was acknowledged before me by Carole K. Claassen

this 3rd day of July, 19 81

Witness my hand and official seal.

My Commision expires: 8-1-83

Notary Public in and for said County and State

185393

RECORDED July 8 1981 8:26 A.M.
IN BOOK 34 Mtg PAGE 189
FEES $4.00 Lora J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Laurie

[redacted]

185101

MORTGAGE DEED

RECORDED July 7 1981 [redacted] M
IN BOOK 13 RLS PAGE 670
FILED of Record in the Office of the
SUBLETTE COUNTY CLERK
[illegible]

Date: July 1, 1981

To secure payment of a promissory note of even date from Mortgagor to Provident Federal Savings and Loan Association of Casper, Wyoming, hereafter "Mortgagee", in the amount of $ 25,000.00 and all future obligations of Mortgagor to Mortgagee, Mortgagor (all, if more than one) does hereby mortgage, grant and convey to Mortgagee the following described real estate in Wyoming, County of Sublette.

Lot 7, Block 26, Cooley 5th Addition to the Town of Pinedale Sublette County, Wyoming.

together with all improvements thereon situate.

Mortgagor does hereby warrant its title to the property except for a first mortgage lien held by ~~the Administrator of Veterans Affai~~ as assigned to the Utah Mortgage Lo and agrees to pay all taxes, liens and assessments that may ~~/~~Corporation accrue against the above described property. Mortgagor also agrees to maintain insurance in such form and amount in Mortgagee's favor as may be satisfactory to the Mortgagee and in default thereof Mortgagee may effect said insurance in its own name or pay such first mortgage payment, tax or assessment, but is not obligated to do so. The first mortgage payment, insurance premium, tax or assessment paid shall be an additional lien on said property and shall bear interest at 2.00 % above the interest payment called for herein from the time of payment.

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

Mortgagor and Mortgagor's spouse hereby waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

In the event the described property is sold or conveyed by the mortgagors, all obligations secured by this mortgage regardless of maturity dates expressed shall, at the option of the Mortgagee, become immediately due and payable without notice or demand.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Bruce Anderson

Marjene M. Anderson

STATE OF Wyoming)
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 1st day of July, 1981 by Bruce Anderson and Marjene M. Anderson, husband and wife

Witness my hand and official seal

A. RODGERS EVERETT - Notary Public
County of Teton State of Wyoming

Notary Public

Released BK. 13 RLs. Pg. 670

191 & 192

MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

This Mortgage, Assignment of Production and Security Agreement made and entered into by and between CAN-AM DRILLING PROGRAM LIMITED PARTNERSHIP 1979-2, having the address of 2500 Fort Worth National Bank Building, Fort Worth, Texas 76102 (hereinafter called "Mortgagor") and THE FORT WORTH NATIONAL BANK, a national banking association, having an office and place of business at 500 Throckmorton, Fort Worth, Texas, 76101 (hereinafter sometimes called "Mortgagee"), joined herein by AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, having the address of 2500 Fort Worth National Bank Building, Fort Worth, Texas, 76102, as record title holder of the Mortgaged Property and by U. S. QUASAR PARTNERSHIP NO. 1979-2, having the address of 2500 Fort Worth National Bank Building, Fort Worth, Texas, 76102, and all or the general partners thereof for the purposes set out in the Joinder and Ratification clause appearing at the end of this document;

W I T N E S S E T H:

WHEREAS, all conditions necessary to authorize the execution of this Mortgage, Assignment of Production and Security Agreement and of indebtedness hereinafter in Article II described have been complied with;

NOW, THEREFORE, in consideration of the purposes and trusts herein set forth and of the sum of One Dollar ($1.00) to Mortgagor in hand paid by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, and to secure and enforce the payment of the indebtedness hereinafter in Article II described and the performance of the covenants herein.

* *

THIS DOCUMENT SHALL BE EFFECTIVE AS, AMONG OTHER THINGS, A SECURITY AGREEMENT AND FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE. COLLATERAL INCLUDES FIXTURES AND OIL AND GAS AND ACCOUNTS TO BE FINANCED AT THE WELLHEAD OF THE WELLS DESCRIBED IN EXHIBIT A

* *

185430

RECORDED Jan 6 10 ..... 1982 8:00 M
IN BOOK 3471 PAGE 192
[illegible] COUNTY CLERK

[Item 5]

ARTICLE I.

GRANTING CLAUSE

1.01 Mortgagor does hereby grant, sell, assign, transfer, set over, convey, pledge, mortgage and warrant unto Mortgagee, its successors and assigns forever, the interests in, to and under those certain oil and gas leases, leasehold estates and lands, all as specifically described and set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, and any and all other rights, titles and interests which Mortgagor may own in, to and under said oil and gas leases, leasehold estates and lands, together with all and singular Mortgagor's right, title and interest in and to all oil and gas wells presently situated thereon, and personal property, fixtures and equipment situated thereon, appurtenant thereto or used or obtained in connection therewith, insofar as the said oil and gas leases cover the lands described and set forth in Exhibit "A" together with all of Mortgagor's right, title, interest and estate in and to the net interest in production of Mortgagor (subject to the provisions of Article VII hereof) as described and set forth in Exhibit "A" and together with all rights, titles, powers and privileges owned and held by the Mortgagor therein.

The above-described property is hereinafter sometimes referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the interests and property described and set forth in Exhibit "A" together with all and singular the rights, privileges, hereditaments and appurtenances thereto in anywise belonging unto the said Mortgagee and its assigns in trust forever.

Mortgagor hereby covenants, warrants and represents that it is the lawful owner and holder of the above-described interests and property; that it has good right and authority to mortgage and convey the same; that said interests and property are free and clear of all liens and encumbrances except as may be set forth in Exhibit

"A", that the oil and gas leases described in Exhibit "A" are valid and subsisting; and that Mortgagor does hereby bind itself, its successors and assigns, to forever warrant and defend all and singular its interest in the above-described Mortgaged Property unto the Mortgagee, its successors and assigns against the lawful claims and demands of every person whomsoever claiming or to claim the same or any part thereof.

ARTICLE II

INDEBTEDNESS SECURED

2.01 This Mortgage is given to secure the following indebtedness, obligations and liabilities of Mortgagor now or hereafter owing to Mortgagee (hereinafter referred to as the "Secured Indebtedness"), to-wit:

(a) The following described Promissory Note (hereinafter referred to as the "Promissory Note"):

(i) That certain Promissory Note of even date herewith, executed and delivered by Mortgagor in the Principal amount of $10,000,000, bearing interest as therein provided, payable to the order of Mortgagee at its offices in Fort Worth, Texas on or before June 30, 1986.

(b) Any and all other, further and additional indebtedness for obligations of Mortgagor to Mortgagee, its successors and assigns, upon which Mortgagor may now be or may hereafter become liable or indebted, either as principal, surety, guarantor, or in any other capacity, primarily, secondary, directly or indirectly, and regardless of the manner in which such indebtedness or obligation is secured.

(c) All future advances which may hereafter be made by Mortgagee at its sole option from time to time during a period of five (5) years from and after the date hereof; provided, however, that the aggregate principal indebtedness to be secured by this Mortgage, Assignment of Production and Security Agreement shall not at any time exceed the sum of $10,000,000 and the repayment of such future advances shall be secured hereby as through said future advances were part of the original indebtedness hereby secured.

(d) Any and all extensions and renewals of the above described indebtedness and obligations, or any part thereof, including principal and interest.

ARTICLE III.

DEFEASANCE

3.01 If Mortgagor, its successors in interests, or assigns, shall well and truly pay or cause to be paid to the Mortgagee, all of the indebtedness as the same becomes due and payable and shall well and truly keep and perform all covenants, conditions and agreements herein contained on the part of Mortgagor, to be kept and performed, then and in that event all of the property, rights and interests hereby bargained, sold, assigned and conveyed shall revert to Mortgagor and the estate, right, title and interest of the Mortgagee therein shall thereupon cease and terminate and be of no further force and effect, and the Mortgagee, in such case, upon demand of the Mortgagor and at Mortgagor's cost and expense, shall execute good and sufficient instrument or instruments releasing the Mortgagee's lien and acknowledging satisfaction of said indebtedness provided, however, that no such release shall impair or discharge Mortgagor's warranties and indemnities as set out herein, and Mortgagor's obligations to indemnify and save the Mortgagee harmless from adverse claims by reason of any title defect existing while the indebtedness is unpaid shall despite any such release remain in full force and effect.

ARTICLE IV.

COVENANTS OF MORTGAGOR

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

(1) That Mortgagor will preserve and maintain its right to transact business in the states where the Mortgaged Property is situated and pay all franchise taxes and other fees in connection therewith before they become delinquent.

(2) That Mortgagor has good right and lawful authority to execute and deliver this instrument and to grant the lien hereby created.

(3) That Mortgagor will keep in full force and effect every oil and gas mining lease at any time constituting part of the Mortgaged Property and will perform all covenants and conditions imposed upon the original Lessee, or

his assigns, or upon Mortgagor, and expressly contained in such leases, or any assignment thereof, or any agreement in connection therewith, as well as all implied covenants or obligations imposed in connection with such leases upon the original Lessee, necessary or proper to maintain said lease in full force and effect.

(4) That Mortgagor will continuously operate, or cause to be operated, in a good and workmanlike manner, the wells now existing on the Mortgaged Property, and will faithfully comply with the proration and conservation laws of the state where said property is situated, and all rules and regulations of any governmental agency, either state or federal, from time to time lawfully constituted to regulate the operation of oil and gas leases.

(5) That Mortgagor will not at any time, in any manner, encumber the Mortgaged Property, or the personal property used in connection therewith, or permit same to be encumbered by any other lien, and that in connection with the operation and equipping of the Mortgaged Property, Mortgagor will promptly pay all laborers and materialmen for labor, supplies or material furnished in connection therewith, and will not permit any such obligation to become a lien against the Mortgaged Property, even though junior thereto; but nothing herein shall be deemed a waiver of the priority of the lien hereof as against the claims of any laborer or materialman, or to give to any laborer or materialman any rights hereunder, or any right of action upon this covenant against the Mortgagor.

(6) That Mortgagor will pay, or cause to be paid, all lawful taxes and assessments upon the Mortgaged Property, as well as all taxes and assessments incident to or in connection with the operation of the oil and gas mining leases subject hereto, and the production of oil, gas and other minerals therefrom.

(7) That Mortgagor will keep and maintain, or cause to be kept and maintained, all buildings, improvements, equipment, machinery and personal property situated on the Mortgaged Property and used in connection with the operation of that portion of the oil and gas leases subject hereto in a good state of repair, and will not suffer or permit any of the same to be removed without first obtaining the written consent of Mortgagee.

(8) Mortgagor will keep or cause to be kept all of the Mortgaged Property which is of a character usually insured by persons, firms or corporations similarly situated and operating like properties, properly insured against loss or damage from such hazards and risks as are usually insured against any persons, firms or corporations similarly situated and operating like properties, in such amount as such property is usually insured by persons, firms or corporations similarly situated and operating like properties. Said property so insured shall be insured with insurers of good standing and satisfactory to Mortgagee, and all policies covering said properties so insured shall carry a loss payable clause in favor of Mortgagee as its interest may appear. Said policies or proper certificates thereof shall be delivered to Mortgagee. Mortgagee shall have the right to collect, and Mortgagor hereby assigns to Mortgagee, any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of the Mortgaged Property or any part thereof, and Mortgagee may apply all such sums or any part thereof, at its election,

toward the payment of said indebtedness, whether the same be then due or not, application to be made first to interest, then to principal, and shall deliver the balance, if any, after such application has been made, over to Mortgagor.

(9) That in the event Mortgagor fails and refuses to pay or discharge, before the same become delinquent, any and all taxes, liens, assessments or other charges against the Mortgaged Property, Mortgagee shall have the right, but shall not be obligated to pay off said charges against said property, and, in such event, shall be subrogated to the rights, liens and equities thereof, and the amount so paid, together with interest thereon at the rate of ten per cent (10%) per annum from the date of any such payment, shall be added to the indebtedness secured by this Mortgage.

(10) That no right or remedy in favor of Mortgagee granted in or secured by this instrument shall be considered as exclusive, but all rights and remedies hereunder shall be cumulative of each other and of all other rights and remedies and securities which Mortgagee may now or hereafter have securing the above indebtedness.

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

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

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

ARTICLE V.

DEFAULT AND FORECLOSURE

5.01 It is understood and agreed that if any one or more of the following events should happen, to-wit:

(a) Mortgagor shall make default in the punctual payment of said indebtedness or any part thereof, principal or interest, as same becomes due and payable; or,

(b) Mortgagor shall in any respect fail to keep and perform any of the covenants, conditions or requirements herein provided to be kept and performed by Mortgagor; or

(c) While this Mortgage is in force and effect, Mortgagor or the Mortgaged Property or any substantial part thereof shall become involved in bankruptcy or any receivership proceedings, including the institution of reorganization proceedings by or against Mortgagor under Chapter X of the Federal Bankruptcy Act; or

(d) Mortgagor's title to the Mortgaged Property or any substantial part thereof shall become the subject of litigation which would or might on final determination result in substantial impairment or loss of the security provided for herein; or

(e) Mortgagor shall make an assignment for the benefit of creditors or apply for relief under any State or Federal Act for the relief of debtors;

(f) The occurrence of any event of default as defined in the Loan Agreement of even date herewith by and between Mortgagor and Mortgagee.

then, and in every such event, Mortgagor shall be in default hereunder, and the Mortgagee, at its option, may declare the entire indebtedness aforesaid due and payable and may foreclose this Mortgage by advertisement and sale or, at its option, by the institution of a suit to foreclose the same, and if such suit be instituted, Mortgagee, at its option, may apply for and be entitled to the appointment of a receiver to take possession and control of, operate, maintain and preserve the Mortgaged Property, including the production and sale of oil, gas and other minerals therefrom, and to apply the proceeds from the sale of such products upon the indebtedness secured hereby until paid. Mortgagor waives all notice of the filing and hearing of an application by Mortgagee for the appointment of a receiver. Upon foreclosure by advertisement or sale or by suit, all proceeds obtained therefrom shall be applied first to the payment of all costs and expenses incurred by Mortgagee in its operation of the property, including reasonable attorney's fees; second to the payment of all costs and expenses incurred by any receiver appointed; third to the payment of all costs and expenses of foreclosure, including a reasonable attorney's fee; and fourth to the payment of all indebtedness and other sums secured hereby. If the law of any state or states within which any such sale is to be conducted shall provide for different or additional requirements than those specified herein as prerequisites to or incidental to such sale, then and in that event the provisions of such law or laws of

such state or states shall be deemed to have been set forth herein at length, and any conflicting provisions hereof shall be disregarded, and the method of sale required by any such law or laws of any such state or states shall, insofar as may be necessary, be substituted herein as the method of sale in lieu of that set forth above.

ARTICLE VI.

ADDITIONAL RIGHTS AND REMEDIES OF THE MORTGAGEE

6.01 If Mortgagor shall fail to comply with the covenants set forth under "Covenants of Mortgagor" above, then Mortgagee may, but shall not be obligated to, perform the same for the account and at the expense of Mortgagor, and any and all expenses incurred and paid in so doing shall be payable by Mortgagor to Mortgagee, with interest at the rate of ten per cent (10%) per annum from date when the same were so incurred or paid, and the amount thereof shall be payable on demand, and shall be secured by and under this Mortgage, Assignment of Production and Security Agreement, and the amount and nature of expense and time when paid shall be held fully established by the affidavit of Mortgagee or any officer or agent thereof; provided, however, that the exercise of the right of advancement shall in no wise be considered or constitute a waiver of the right of Mortgagee to declare the indebtedness secured by this Mortgage, Assignment of Production and Security Agreement to be at once due and payable.

ARTICLE VII.

ASSIGNMENT OF PRODUCTION

7.01 As additional security for the payment of the Secured Indebtedness, and in addition to the conveyance to the Mortgagee herein made, Mortgagor does hereby assign, transfer, grant and convey unto Mortgagee, its successors and assigns, one hundred percent (100%) of the oil, gas and other minerals applicable to Mortgagor's interest

in and to the Mortgaged Property, and produced, saved and sold therefrom, and the proceeds from the sale thereof, from and after first runs and Mortgagor hereby agrees by appropriate division or transfer order to direct any purchaser now or hereafter taking the production from the Mortgaged Property to pay Mortgagee the proceeds derived from the sale thereof and to continue to make such payments until notified by Mortgagee to discontinue the same.

7.02 The foregoing assignment is subject to the following terms and conditions:

(a) Each purchaser of production and each other person liable for payment of any monies assigned under Section 7.01 above is hereby authorized and directed (subject to revocation as hereinafter provided) to make payment of the proceeds of the purchase of such production and of such other monies to or upon the order of the Mortgagor, unless and until such purchaser or other person shall receive written notice from the Mortgagee to discontinue such payments and advising such purchaser of the assignment herein and requiring such purchaser to make all future payments directly to Mortgagee. Upon receipt of such a notice from the Mortgagee, the purchasers of production and other persons liable for payment of any monies assigned hereunder are hereby authorized and directed, and the provisions hereof shall be sufficient authority therefor, to pay directly to the Mortgagee all of the oil and gas runs and proceeds of production accruing to the interest of the Mortgagor in the Mortgaged Property, and to continue such payments until they shall have been furnished with a release hereof executed in writing by the Mortgagee, and this instrument shall be equivalent to a transfer order effective as of 7:00 a.m. on the 1st day of the month prior to the month in which such notice from the Mortgagee is received by such purchaser of production.

(b) Mortgagee may at any time and from time to time, at its option, release to Mortgagor all or any portion of funds received by Mortgagee hereunder, without in any manner impairing, releasing or discharging the lien of this Mortgage, Assignment of Production and Security Agreement or the effect of the assignment in Section 7.01 or the validity of subsistence of the Secured Indebtedness.

(c) Upon the full and final payment of the indebtedness, Mortgagee, at the request of Mortgagor and at Mortgagor's expense, shall execute, without warranty, and deliver to Mortgagor a reassignment hereof.

7.03 It is expressly agreed that any pipeline company, or other purchaser or purchasers of said oil, gas and other minerals produced and marketed from the Mortgaged Property shall not be responsible for, nor be under any duty to look to the proper application by the Mortgagee of the oil and gas runs and proceeds of

production paid to Mortgagee. The Mortgagee is authorized to receive, collect and receipt for the proceeds of the sale of production assigned to it hereunder, and to apply the funds so received by it in the manner provided in Section 7.01 hereof.

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

7.05 Upon the exercise by Mortgagee of its right to receive payment of the proceeds from production under the provisions of Section 7.02 hereof, Mortgagor covenants to cause all pipeline companies or purchasers of the oil, gas and other minerals produced from the Mortgaged Property and all other parties from whom Mortgagor is entitled to receive proceeds from production to pay promptly to the Mortgagee the interest of Mortgagor in the proceeds of the sale thereof, and Mortgagor covenants to execute and deliver to said pipeline companies or other purchasers and such other parties proper transfer orders or other documents as may be necessary or proper to effect the intent of these presents, and the Mortgagee shall never be required as a condition precedent to the Mortgagee's right to obtain the proceeds of such oil, gas and other minerals to warrant its title thereto, or to make any guaranty whatsoever. Any expense incurred by the Mortgagee in the collection of said proceeds shall be promptly repaid by Mortgagor, and prior to such repayment shall be a part of the indebtedness.

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7.06 It is understood and agreed that said indebtedness secured hereby shall be paid promptly to Mortgagee in accordance with the terms and provisions of the Promissory Note, instrument and other agreements evidencing same, regardless of whether the proceeds of the production hereby assigned are sufficient to pay the same, and this assignment of all production from the Mortgaged Property and the proceeds thereof shall not in any manner be construed to affect the terms and provisions of the Promissory Note, instrument and other agreements evidencing such indebtedness, or the terms or provisions of this Mortgage, Assignment of Production and Security Agreement securing the same, or Mortgagor's liability thereunder.

7.07 The rights under this assignment are cumulative of the other rights, remedies and powers granted under this Mortgage, Assignment of Production and Security Agreement, and are cumulative of any other security which Mortgagee now holds or may hereafter hold to secure the payment of the Secured Indebtedness.

ARTICLE VIII.

POSSESSION UNTIL DEFAULT AND UNITIZATION

8.01 Until an event of default, defined in Article V hereof, shall happen and be continuing, Mortgagor shall retain full possession of the Mortgaged Property (subject to the provisions of Article VII hereof with respect to assignment of proceeds from production) and shall manage, operate, develop and use the same and every part thereof, but subject to all of the terms and provisions of this Mortgage, Assignment of Production and Security Agreement.

8.02 Mortgagor shall not without the prior written consent of the Mortgagee, pool or unitize all or any portion of the lands comprising the Mortgaged Property with any other lands, and, if such consent is given and such pooling or unitization takes place, that interest in the pooled or unitized area and other rights, property and facilities and that portion of the total production from the

pooled or unitized area which is allocated to the Mortgagor in respect of that portion of the Mortgaged Property contributed to the pool or unit shall be deemed to be included in the Mortgaged Property and all proceeds of the sale of such portion of production shall be deemed to be assigned to the Mortgagee as if specifically mentioned in Section 7.01 hereof.

ARTICLE IX.

MISCELLANEOUS

9.01 If, while this Mortgage, Assignment of Production and Security Agreement is in effect, the title of Mortgagor, its successors or assigns, to the property herein described, or any part thereof, or the priority of the lien of this Mortgage, Assignment of Production and Security Agreement or of the assignment of the production and proceeds thereof, and the rights of the Mortgagee to receive such proceeds thereunder, are questioned or attacked, directly or indirectly, by suit or other judicial proceedings, or in any other manner, or if a controversy of any nature arises relative to such title or the priority of such lien, or if after this Mortgage, Assignment of Production and Security Agreement is released, any person shall make a claim or demand against the Mortgagee, on account of any monies paid to it under the assignment of proceeds herein contained, or on account of any action or omission of the Mortgagee hereunder, then the Mortgagor agrees to protect and save harmless said Mortgagee from any and all costs, loss, damages or claim by reason of such attack, controversy, suit, claim or demand, and the Mortgagee is hereby authorized and instructed at the cost and expense of Mortgagor, to take such steps as in Mortgagee's judgment may be necessary or proper to defend against such claims, demand, controversy, suit or attack, including the employment of counsel, prosecution and defense of litigation, and the compromise or discharge of such charges or claims, or attorney's fees, court costs and all other expenses of every kind and nature while

this Mortgage, Assignment of Production and Security Agreement remains in effect, shall become an additional part of the debt secured hereby, bearing interest at the rate of ten per cent (10%) per annum, shall be payable on demand, and shall be secured by the line of this Mortgage, Assignment of Production and Security Agreement (the same not having been previously released) upon the property herein described; and, whether before or after this Mortgage, Assignment of Production and Security Agreement is released, Mortgagor agrees to pay to Mortgagee on demand all such sums and expenses paid and suffered by Mortgagee and that the same shall be secured by subrogation to all the rights, liens, equities, superior title and benefits held, owned, possessed and received at any time by any owner or holder of any claim, lien assessment, charge or expense so paid. The rights of Mortgagee under this paragraph may be availed of by the Mortgagee and exercised at any time, regardless of whether the indebtedness secured hereby be then due or not; and it is distinctly understood that the release of this Mortgage, Assignment of Production and Security Agreement shall not relieve Mortgagor of its liability to save Mortgagee harmless from any damage suffered on account of any claim or demand made against it after release of this Mortgage, Assignment of Production and Security Agreement.

9.02 The term "Mortgagee" herein used shall include any lawful owner, holder or pledgee of any indebtedness secured hereby, and in connection it is understood that the indebtedness secured hereby may be assigned in whole or in part. The terms used to designate the parties shall be deemed to include the respective heirs, representatives, successors and assigns of such parties.

9.03 All notices and other communications made pursuant hereto shall be made to the parties hereto at their respective addresses as set forth below or to such other addresses as they may from time to time specify by written notification to the other parties.

[redacted] [redacted] [redacted]

Canadian-American Resources Fund Limited Partnership 1979-2 — 2500 Fort Worth National Bank Building, Fort Worth, Texas 76102

The Fort Worth National Bank — 500 Throckmorton Street, Fort Worth, Texas 76101

9.04 Renewals and extensions of the Secured Indebtedness and obligations may be made at any time, and new notes may be accepted to extend the time for payment of same, and this Mortgage, Assignment of Production and Security Agreement shall constitute a continuing lien and mortgage securing such indebtedness and obligations and any and all extension and renewal of such indebtedness and obligations shall operate to extend and renew the liens hereby granted.

9.05 Mortgagor, for itself and its successors, and for any and all persons ever claiming any interest in the Mortgaged Property, hereby waive all rights of marshalling in event of foreclosure of the lien hereby created.

9.06 No provision of this instrument or of the Promissory Note 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 note provided for, or shall be adjudicated to be so provided for herein or in the note, the Mortgagor shall not be obligated to pay such excess.

9.07 Any and all covenants in this instrument may from time to time by instrument in writing signed by Mortgagee be waived to such extent and such manner as Mortgagee may desire, but no such waiver shall ever affect or impair the Mortgagee's rights or liens hereunder, except to the extent specifically stated in such written instrument.

9.08 These presents shall be binding upon Mortgagor and its successors, and shall inure to the benefit of the Mortgagee, Mortgagee's successors and assigns, and shall likewise be covenants running with the land.

9.09 This instrument is simultaneously executed in a number of identical counterparts, each of which for all purposes shall be deemed an original, and all counterparts together shall constitute one and the same instrument. In certain counterparts, Exhibit "A" contains a property description pertaining only to properties situated in the county in which that particular counterpart is to be recorded.

9.10 Each and every right, power and remedy herein given to Mortgagee shall be cumulative and not exclusive; and each and every right, power and remedy of others 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 Mortgagee 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, power or remedy. No delay or omission by the Mortgagee 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.

9.11 Mortgagor, as Debtor, hereby assigns and grants to Mortgagee, as Secured Party, a security interest in all property covered hereby or constituting any part of the Mortgaged Property which is subject to the Uniform Commercial Code, to secure payment of the Secured Indebtedness in accordance with the terms thereof. With respect to such property, Mortgagee, as Secured Party, and in addition to any other remedies herein provided, may proceed under the Uniform Commercial Code and utilize any and all remedies provided thereunder.

9.12 This instrument shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, financing statement, real estate mortgage, or security agreement,and from time to time as any one or more thereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents under their respective corporate seals and the hands of their proper officers in that behalf and notwithstanding their actual date of execution shall be deemed to bear date as of the 8th day of June, 1981.

CAN-AM DRILLING PROGRAMS
LIMITED PARTNERSHIP 1979-2

BY: Can-Am Drilling Programs, Inc., Managing General Partner

ATTEST:

Assistant Secretary

By: Brad Petters
Vice President

The address of Can-Am Drilling Programs Limited Partnership 1979-2 is:

2500 Fort Worth National Bank Bldg.
Fort Worth, Texas 76102

ATTEST:

Assistant Cashier

THE FORT WORTH NATIONAL BANK

By

Vice President

The address of The Fort Worth National Bank is:

P. O. Box 2050
Fort Worth, Texas 76101

JOINDER AND RATIFICATION

The Mortgaged Property consists of the interest owned by Mortgagor, as a general partner in U. S. Quasar Partnership No. 1979-2, in certain oil and gas properties described in Exhibit "A". U. S. Quasar Partnership No. 1979-2 (hereinafter referred to as the "General Partnership") and the general partners of the General Partnership, each which partner is a party signatory hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby join in the execution of and ratify and approve the execution by Mortgagor of this original Mortgage, Assignment of Production and Security Agreement (hereinafter the "Mortgage"); and the General Partnership hereby covenants and agrees with the Mortgagee and holder of the indebtedness secured by the Mortgage that upon receipt of notice from the holder of such indebtedness that an event of default has occurred under this Mortgage, such General Partnership shall, at the request of the holder of such indebtedness, execute [or cause to be executed]

deliver, and file of record in the appropriate county or counties or other jurisdiction wherein the properties of the General Partnership covered by the Mortgage are situated, an Assignment in recordable form to all of the general partners of such General Partnership of their specific undivided interests in the same properties of the General Partnership covered by the Mortgage; and that the interests so assigned shall be made expressly subject to the terms of the Mortgage. It is expressly understood and agreed however, that nothing herein shall be construed as an undertaking of the General Partnership to assume or guarantee any of the indebtedness of Mortgagor.

U. S. QUASAR PARTNERSHIP NO. 1979-2

BY: American Quasar Petroleum Co. of New Mexico, Individually and as Managing General Partner and Nominee

ATTEST:

Assistant Secretary

By _____
Vice President

BY: Can-Am Drilling Programs Limited Partnership 1979-2, as Non-Managing General Partner of U. S. Quasar Partnership No. 1979-2

By: Can-Am Drilling Programs, Inc., Managing General Partner

ATTEST:

Assistant Secretary

by: _____
Vice President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME appeared Brad Puttman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CAN-AM DRILLING PROGRAMS, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of June, 1981.

Judy S. Ross
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

3/10/84

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me appeared Peter A. Mac Queen, to me personally known, who, being by me duly sworn, did say that he is the Vice President of THE FORT WORTH NATIONAL BANK, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of June, 1981.

Notary Public in and for
Tarrant County, Texas

My Commission Expires:
March 23, 1985

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me appeared Dick Reames, to me personally known, who, being by me duly sworn, did say that he is the Vice President of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named general partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of June, 1981.

Bonnie S. Pearson
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
3/20/84

EXHIBIT "A"
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

BETWEEN

CAN-AM DRILLING PROGRAMS LIMITED
PARTNERSHIP 1979-2, MORTGAGOR,

AND

THE FORT WORTH NATIONAL BANK, MORTGAGEE

* * * * * * * * * * * * * * * * * *

MORTGAGED PROPERTY

* * * * * * * * * * * * * * * * * *

1. The Mortgaged Property described in this Exhibit "A" consists of an undivided fifty percent (50%) of the entire right, title and interest of Mortgagor whether now owned or hereafter acquired, in and to the leases, lands and properties hereinafter described, as a general partner in U. S. Quasar Partnership No. 1979-2 formed pursuant to a general partnership agreement dated August 31, 1979, between Can-Am Drilling Programs Limited Partnership 1979-2 and American Quasar Petroleum Co. of New Mexico as general partners. Such general partnership is hereinafter referred to as the "General Partnership" and the agreement creating same referred to as the "General Partnership Agreement".

2. Each of the wells described in this Exhibit "A" shows the "General Partnership Leasehold Interest" and the "General Partnership Net Interest in Production". The interests so shown have been appended for informational purposes only and may be less than the interests actually owned by the General Partnership and are not intended in any way to limit the interest of the General Partnership or Mortgagor which is subject hereto.

3. Mortgagor's right, title and interest in each General Partnership Leasehold Interest and each General Partnership Net Interest in Production is an undivided 55 percent; provided, however, that only an undivided fifty percent (50%) of said 55 percent interest shall be subject to and covered by any of the provisions of this mortgage. The term "Mortgaged Property" as used herein is expressly limited to 50% of Mortgagor's 55 percent interest in each General Partnership Leasehold Interest and Net Interest in Production.

4. The Mortgaged Property is mortgaged subject to valid and presently subsisting easements and rights of way, either of record or on the ground and to valid and effective operating, gas purchase and other agreements affecting the Mortgaged Property. Each reference to a lease in this Exhibit "A" shall be deemed a reference to said lease as said lease may have been amended and/or ratified by all amendments and/or ratifications heretofore executed, whether or not referred to herein.

[redacted] [redacted] [redacted]

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

RILEY RIDGE BLOCK #947 - RILEY RIDGE FEDERAL NO. 8-24

The following described oil and gas leases, together with any additional oil and gas leases which Mortgagor may now own or hereafter acquire, any rights or interests of Mortgagor under any operating, communitization, pooling or similar agreements, whether now existing or hereafter acquired and any right or interest now owned or hereafter acquired by Mortgagor pursuant to any forced pooling or similar order; insofar, but only insofar, as the same cover the following described lands or any portion thereof:

All Section 8, Township 29 North, Range 114 West, Sublette County, Wyoming, containing 640 acres, more or less.

1. Oil and Gas Lease dated April 1, 1975, between U. S. A. W-49634, Lessor, and John A. Yates, Lessee, recorded in Book ___, Page ____, covering the captioned land.

	LEASEHOLD INTEREST OF U. S. QUASAR PARTNERSHIP NO. 1979-2	INTEREST OF U. S. QUASAR PARTNERSHIP No. 1979-2 IN PRODUCTION
Before Payout	49.1686%	36.015999%
After Payout	28.3346%	22.526007%

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Released Book 15, Page 684.

WCDA Mortgage
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 14th day of July ,

1981 , Duane L. and Virginia L. Groth husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is Lot 11 Bloom Addition 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 Wyoming described as follows, to wit:

Lot 11 of the Bloom 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 Sixty eight thousand and no/00----------DOLLARS

($ 68,000.00) 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 nine dollars and .92/00----------DOLLARS

($ 709.92), commencing on the 1st day of August , 19 81 , and continuing on the 1 day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1 day of July 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	139	Sheridan	122	179
Crook	107	462	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

[redacted] [redacted] [redacted]

RECORDED ... 1981 at 2:42 PM
IN BOOK 34 Misc. Page 213

[redacted] [redacted] [redacted]

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 15.5 % (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) have hereunto set their hand(s) the day and year first above-written.

Duane L. Groth
DUANE L. GROTH Mortgagor

Virginia L. Groth
VIRGINIA L. GROTH Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 14th day of July , 19 81 , before me personally appeared
and wife,
DUANE L. GROTH and VIRGINIA L. GROTH, husband / , 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.

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

Faye Hammons
Notary Public

My commission expires on the day of , 19 .

214

Position 5

Released
Book 16 Rel
page 246

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

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by DANIEL R. KOSTELC

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 1066, 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*
7/16/81	$50,000.00	13.25%	7/16/2014

185665

RECORDED July 16 in 81 at 11:00 AM
IN BOOK 34 MTG PAGE 214
FEE $10 Lois J Clark COUNTY CLERK
SUBLETTE COUNTY CLERK by D M Stelle

(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 7 Block 1, Redstone First Addition to the Town of Pinedale, Wyoming as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; 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 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.

(8) To keep the property in d as required by and under insurance policie proved by the Government and, o 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 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] [redacted] [redacted]

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

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

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement 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 16th day of July, 19 81.

Daniel R. Kostelc

Daniel R. Kostelc

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Daniel R. Kostelc

, , this 16th day of July, 19 81.

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

218 Misc Rec Bk 11 Pg 583

MORTGAGE DEED—FORM NO. 4½

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-Six Thousand and No/100 - ($26,000.00) - - - - Dollars, due on demand at maturity with interest from 4/21/81 at the rate of eighteen (18%) 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 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.

185677

RECORDED July 16 1981 3:00 PM
IN BOOK 34 Mtg PAGE 218
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEwen

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 13th day of July A. D. 19 81.

In the presence of

Lawanna V. Draper
Robert E. Draper

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert E. Draper and Lawanna V. Draper,

this 13th day of July, 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, $

220 Recorded July 3 at 3:27

MORTGAGE DEED — FORM NO 4½

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN D. MAYER, SR. and VERONICA T. MAYER

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

Seventy Five Thousand and no/100---------- Dollars, due 1/1/92

with interest from date at the rate of 18 per cent per annum, payable 0/0 annually

evidenced by one promissory note , of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

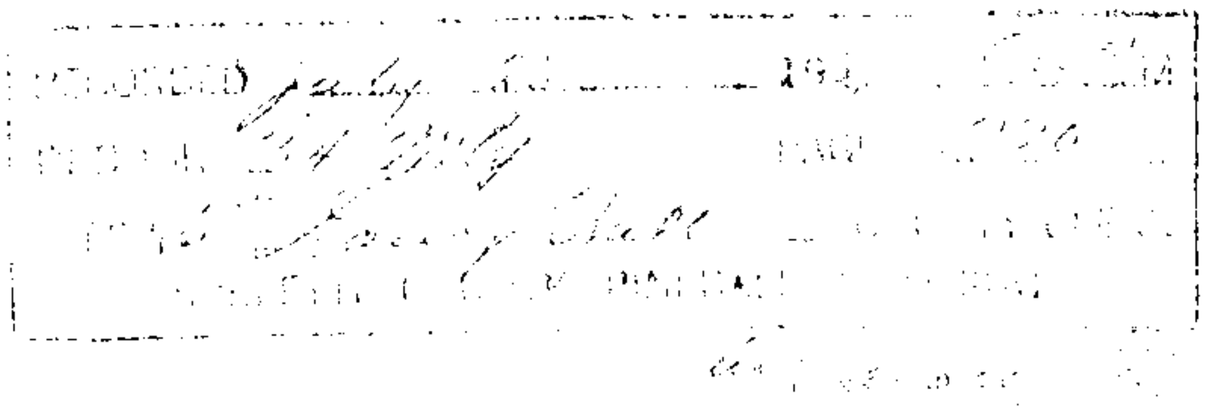
mortgagee, whose address is Big Piney, Wyoming 83113 ,

the following described real

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

Tract No. 21 of the Mountain View Ranchettes, being a part of Section 27, T 35 N., R 111 W., 6th P.M. Sublette County, Wyoming.

1 1/2 1/2



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 $75,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee , and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 1st day of July 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 John D. Mayer, Sr. and Veronica T. Mayer,

this 1st day of July, 1981.

Witness my hand and official seal.

[redacted]
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, $.....

Rlse Mtg Book 12 Page 632

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FRANK R. DEW and ELLEN E. DEW, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty 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, $521.40 per month for 120 months

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 1, 8 and 9 of the Industrial Site as the same appears of record on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming.

135702

RECORDED July 2 1981 11:45 AM
IN BOOK 34 Mtg PAGE 232
FEES $6.00 Lois J. Yake 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 $30,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 29th day of June A. D. 1981.

In the presence of

Frank R. Dew

Ellen E. Dew

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Frank R. Dew
Ellen E. Dew
this 29th day of June, 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, $

324

MORTGAGE DEED—FORM NO. 4½ THE HILLS COMPANY, SHERIDAN 14130R

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 Twenty 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, $418.79 per month starting June 20, 1981

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. 23-152 lying and being situate within the foregoing tract.

185703 Mtg Bk 12 p 288

RECORDED Jun 4 '81 at 8:20 A.M. IN BOOK 34 MTGS Page 324 OF SUBLETTE COUNTY RECORDS COUNTY CLERK & EX-OFFICIO REGISTER OF DEEDS

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $25,000.00 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 20th day of May A. D. 19 81.

In the presence of

Nancy K. Jefferies

Michael R. Pompy

Kathryn E. Pompy

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Michael Pompy,
Kathryn E. Pompy,
this 20th day of May, 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, $

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CAROLINE DOERR

mortgagor, of Sublette County, State of Wyoming, to secure the payment of ---Nine 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 (1) promissory note, of even date herewith, 120 monthly payments in the amount of $156.42

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 NE¼SE¼ of Section 30, T30N, R111W, 6th P.M. Sublette County, Wyoming, described as follows: Beginning at a point on the South boundary line of the townsite of Marbleton which point is S59°-50'W, 1305.8 ft. from the east one-quarter corner of said Section 30; thence N89°-47'W, along the said south boundary line to the point of intersection with the easterly right-of-way line of highway 189, a distance of 100.0 ft.; thence S00°-21'W, 140.0 ft. along said easterly right-of-way line to a point; thence S89°-47'E, 100.0 ft. to a point; thence N00°-21'E, 140.9 ft. to the point of beginning, this point being also N89°-47'W, 1127.5 ft. from the southeast corner of the Townsite of Marbleton; containing an area of 0.321 acres, more or less; each point being marked with a steel T-shaped stake 24" long with a brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164", together with the improvements situate thereon or appurtenant thereto.

185704

RECORDED July 2nd 1981 8:00 A M
IN BOOK 34 Misc PAGE 226
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Kenneth M Klaus

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 $9,000.00 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. 1981.

In the presence of

Tracey K Tepstiller

Caroline Doerr

[redacted] [redacted] [redacted]

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by CAROLINE DOLFF,

this 10TH day of JULY, 19 81.

Witness my hand and official seal.

Signature

NOTARY
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, $

9227

Rise - Book 13, Page 350

8-19-86

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

MASTER FORM MORTGAGE

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

KNOW ALL MEN BY THESE PRESENTS, That on this 22nd day of July,

19 81 , JAMES P. McGREGOR AND JEAN McGREGOR, husband and wife

whether one person or more, are herein called MORTGAGOR whose address is [redacted] Piney Drive, Big Piney, Wyoming 83113

hereby MORTGAGE

to MORTGAGEE, namely: RAINIER MORTGAGE COMPANY, a Washington Corporation

whose address is P. O. Box 34040, Seattle, Washington 98124

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

Lot 1, Milleg Addition to the Town of Big Piney, Sublette County, Wyoming

1357751

RECORDED [illegible] 19 [illegible] AM
IN BOOK [illegible] PAGE [illegible]
FEES [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging or in any wise 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 THOUSAND AND NO/100---------- DOLLARS
Eleven and seven
($ 30,000.00) with interest at the rate of eighths percentum (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 THREE HUNDRED THIRTEEN AND 20/100---------- DOLLARS
($ 313.20), commencing on the 1ST day of SEPTEMBER , 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 AUGUST

2006 . By executing and delivering this Mortgage, and the Note secured hereby, the parties hereto adopt the provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph I and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof as though said provisions were set out as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1967 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	166	434	Natrona	486	623
Big Horn	262	79	Niobrara	242	106
Campbell	173	161	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	450	286
Goshen	316	182	Teton	[illegible]	226
Hot Springs	90	70	Uinta	254	447
Johnson	88A-20	37	Washakie	119	298
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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 15.500 % (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.

James P. McGregor
JAMES P. McGREGOR Mortgagor

Jean McGregor
JEAN McGREGOR Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Teton)

On this 21 day of July, 19 81, before me personally appeared James P. McGregor and Jean McGregor, 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.

Susie Lutz
County of
Teton
My Commission Expires
Notary Public
State of
Wyoming
June 2, 1983

Notary Public

My commission expires on the 2nd day of June, 1983.

[redacted]

230

Rec'd 6/2 pg 120

MORTGAGE DEED—FORM NO. 4½

THE H. L. B. COMPANY, SHERIDAN 14130Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM J. BLACK and PENNY R. BLACK, husband and wife,

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of FIVE THOUSAND AND NO/100 - - -($5,000.00) - - - - - Dollars, due 7/20/84 with interest from 7/20/81 at the rate of eighteen (18%) per cent per annum, payable included in payments monthly ~~annually~~ evidenced by promissory note , of even date herewith, payable in 36 monthly payments of $180.77

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 17 B B Village Subdivision as the same appears of record in the office of the County Clerk of Sublette County, Wyoming, TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO easements and rights of way of record or in use;
SUBJECT TO reservations and restrictions of record;
SUBJECT TO the Restrictive Covenants of record as recorded in the office of the County Clerk of Sublette County, Wyoming, in Book 35 of Miscellaneous, page 535.

135753

RECORDED July 22nd 1981 2:45 P M
IN BOOK 34 Misc PAGE 230
FEES $ 00 Recording Fee 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 20th day of July A. D. 19 81 .

In the presence of

William J. Black
William J. Black

Penny R. Black
Penny R. Black

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William J. Black and Penny R. Black,

this 20th day of July, 19 91.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: January 5, 1992

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, $

335

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARY ANNE NEELY now known as MARY ANNE CHANNELL and DAVID CHANNELL, her husband,

mortgagors, of Sublette County, State of Wyoming, to secure the payment of FIVE THOUSAND AND NO/100 - - -($5,000.00) - - - - - Dollars, due 7/25/84 with interest from 7/16/81 at the rate of eighteen (18%) per cent per annum, payable monthly, included in payments evidenced by one promissory note, of even date herewith, payable in 36 monthly payments of $180.77

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE
P. O. Box 519
Pinedale, Wyoming 82941

mortgagee, whose address is

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

A tract of land described as follows, to-wit:
Beginning at the south quarter corner of Section 4, Township 35 North, Range 113 West of the 6th Principal Meridian;
Thence proceeding N. 39°43' E., 789 feet to a point; Thence N. 79°43'E., 208.0 feet to a point; Thence S. 10°17'E., 208.0 feet to a point; Thence S. 79°43'W., 208.0 feet to a point; Thence N. 10°17'W., 208.0 feet, more or less to the point of beginning of the tract and containing 1.0 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.

also 513 p116

185754

RECORDED July 22nd 19 81 2:45 P M
IN BOOK 39 Misc PAGE 232
FEES $ No Lien Clerk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 16th day of July A. D. 19 81.

In the presence of

Mary Anne Channell

David Channell

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Mary Anne Channell and David Channell,

this 16th day of July, 19 81.

Witness my hand and official seal.

My Commission Expires: January 3, 1984

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, $

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE HU[redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

W. E. HOUT and PATRICIA I. HOUT, husband and wife,

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

Thirteen Thousand and No/100 - - ($13,000.00) - - - Dollars, due 9/22/81

with interest from 6/24/81 at the rate of Eighteen (18%) per cent per annum, payable at maturity

evidenced by one promissory note , of even date herewith, note dated 6/24/81,

$13,000.00 plus interest at 18% due 9/22/81

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:

Lots 8 and 9, Block 1, Jones Addition to the Town of Pinedale, together with all improvements and appurtenances thereunto appertaining.

Subject to a first lien dated May 25, 1978.

135754

Misc B 11 p 577

RECORDED July 23rd 19 81 2:45 P M
IN BOOK 54 Misc PAGE 259
FEES $ [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 24th day of June A. D. 19 81.

In the presence of

W. E. Hout

Patricia I. Hout

235

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by W. E. Hout and Patricia I. Hout,

this 24th day of June, 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, $

BARBER

DEED OF TRUST,

SECURITY AGREEMENT,

ASSIGNMENT OF PROCEEDS

AND

FINANCING STATEMENT

THIS INSTRUMENT, dated as of January 16, 1981, is from PETRO-LEWIS OIL INCOME PROGRAM/1979-10, PETRO-LEWIS OIL INCOME PROGRAM/1979-11, PETRO-LEWIS OIL INCOME PROGRAM/1979-12, PETRO-LEWIS OIL INCOME PROGRAM/1980-1, PETRO-LEWIS OIL INCOME PROGRAM/1980-2, PETRO-LEWIS OIL INCOME PROGRAM/1980-3, PETRO-LEWIS OIL INCOME PROGRAM/1980-4, PETRO-LEWIS OIL INCOME PROGRAM/1980-5, PETRO-LEWIS OIL INCOME PROGRAM/1980-6, PETRO-LEWIS OIL INCOME PROGRAM/1980-7, PETRO-LEWIS OIL INCOME PROGRAM/1980-8, PETRO-LEWIS OIL INCOME PROGRAM/1980-9, and PETRO-LEWIS OIL INCOME PROGRAM/1980-10, and all Colorado limited partnerships, all with an address of 717 Seventeenth Street, P.O. Box 2250, Denver, Colorado 80201 (herein called "Owner"), and PARTNERSHIP PROPERTIES CO., a Colorado general partnership, 717 Seventeenth Street, P.O. Box 2250, Denver, Colorado 80201 (herein called "Nominee"), to MELVIN A. BRESEE, 333 South Hope Street, P.O. Box 2097-T.A., Los Angeles, California 90051 (herein called "Trustee"), and SECURITY PACIFIC NATIONAL BANK, a national banking association, having its principal office at 333 South Hope Street, P.O. Box 2097-T.A., Los Angeles, California 90051 (herein called "Secured Party").

For all purposes of this instrument, Owner and Nominee are herein collectively called "Debtor".

Nominee holds legal, record title to the Collateral, as hereinafter defined, as nominee, trustee and agent for the benefit of Owners, and each Owner equitably and beneficially owns the following undivided interests in and to said Collateral:

Owner	Interest
Petro-Lewis Oil Income Program/1979-10	1.31%
Petro-Lewis Oil Income Program/1979-11	2.75%
Petro-Lewis Oil Income Program/1979-12	2.85%
Petro-Lewis Oil Income Program/1980-1	1.63%
Petro-Lewis Oil Income Program/1980-2	3.74%
Petro-Lewis Oil Income Program/1980-3	2.63%
Petro-Lewis Oil Income Program/1980-4	7.65%
Petro-Lewis Oil Income Program/1980-5	11.70%
Petro-Lewis Oil Income Program/1980-6	7.13%
Petro-Lewis Oil Income Program/1980-7	6.68%
Petro-Lewis Oil Income Program/1980-8	8.10%
Petro-Lewis Oil Income Program/1980-9	22.29%
Petro-Lewis Oil Income Program/1980-10	21.54%

It is hereby understood and agreed that the execution hereof by an Owner shall be for the purpose of securing payment of that Owner's individual share of the Obligations, as hereinafter defined, in the same manner as if that Owner and Nominee had executed an identical separate instrument in favor of Trustee and Secured Party, that the interest of each Owner, and the corresponding interest of Nominee, in and to said Collateral is subjected hereto solely for the

185768

RECORDED July 23 19 81 11:30 A.M.
IN BOOK 32 Misc PAGE 236
FILED Sublette County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING

purpose of securing payment of that Owner's share of said Obligations and not for the purpose of securing payment of any other Owner's share of the Obligations, that the warranties, representations and covenants made herein by each Owner and Nominee shall apply only to the interest in and to said Collateral owned or held by that party and only to that party's individual share of said Obligations, that each Owner shall be liable to Secured Party for only that Owner's individual share of said Obligations, and that Secured Party shall not enforce the rights of Secured Party hereunder against the interest of any Owner in said Collateral except to effect payment of that Owner's individual share of said Obligations.

All of the property described under 1 through 7 below is herein collectively called the "Collateral":

1. The entire estates or the undivided interests therein as described in Exhibit "A" attached hereto and made a part hereof (herein called the "Interests") in and to all of the mineral estates, leasehold estates, licenses, subleases, sublicenses, farmouts, royalty interests, overriding royalty interests, production payment interests, net profit interests, gas processing plants, gasoline plants, pipelines and any other interests described in Exhibit "A", covering or relating to all of the land described either in Exhibit "A" or in the documents recorded as described in Exhibit "A" (the "Land"), together with any other interest of Debtor, whether now owned or hereafter acquired (which interests of Debtor shall, for all purposes of this document be deemed to include without limitation any interest now owned or hereafter acquired by Debtor in any extension, renewal or replacement of any of the leases or other interests described in Exhibit "A"), in, to or relating to the Land or to any of said estates, property rights or other interests referred to above;

2. All of the oil, gas, casinghead gas and other solid, liquid or gaseous hydrocarbons and other associated or related substances (herein called "Hydrocarbons") in, on, under or attributed to any of the Interests or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Land or to any of said estates, property rights or other interests referred to above;

3. All of the items incorporated as part of or attributed to any of the real property included in the Interests or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Land or to any of said estates, property rights or other interests referred to above in such a manner that such items are no longer personal property under applicable State law;

4. All oil and gas wells, derricks, casing, pumps, lines, tanks, machinery and equipment, and all of the personal property and fixtures, as defined under applicable State law, now or hereafter located in, on, under, affixed or attributed to or obtained or used in connection with any of the Interests or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Land or to any of said estates, property rights or other interests

referred to above, which are used or purchased for the production, treatment, storage, transportation, manufacture or sale of Hydrocarbons;

5. All of the accounts, contract rights and general intangibles now or hereafter arising in connection with the production, treatment, storage, transportation, manufacture or sale of Hydrocarbons related to any of the Interests or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Land or to any of said estates, property rights or other interests referred to above;

6. All of the severed and extracted Hydrocarbons produced from or attributed to any of the Interests or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Land or to any of said estates, property rights or other interests referred to above; and

7. All of the proceeds and products of the property described under 1 through 6 above.

IN CONSIDERATION of the matters hereinafter set forth, Debtor hereby:

A. Grants, bargains, sells, assigns, transfers and conveys to Trustee, with power of sale, for the benefit of Secured Party, that part of the Collateral which is real property or fixtures, as defined under applicable State law, subject to the assignment of severed and extracted Hydrocarbons and the proceeds thereof made under C below;

B. Grants to Secured Party a security interest in that part of the Collateral which is personal property or fixtures, as defined under applicable State law; and

C. Assigns to Secured Party all of the severed and extracted Hydrocarbons produced from or attributed to any of the Interests or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Land or to any of said estates, property rights or other interests referred to above, together with all of the proceeds thereof.

TO HAVE AND TO HOLD all of the real property and the fixtures included in the Collateral, together with all of the rights, privileges, benefits, hereditaments and appurtenances in anywise belonging, incidental or appertaining thereto, to Trustee and the successors and assigns of Trustee forever, IN TRUST, NEVERTHELESS, for the security and benefit of Secured Party, subject to all of the terms, conditions, covenants, agreements and trusts herein set forth.

ARTICLE I

Obligations

Section 1.1 This instrument is executed, acknowledged and delivered by Debtor to secure and enforce the following obligations (herein called the "Obligations"):

A. The following described promissory notes made by Owners, dated as set forth below, in the face amounts set forth below, payable to the order of Secured Party on or before the dates set forth below, with interest until maturity or default at an annual rate which equals the sum of the annual rate charged by Secured Party from time to time for 90-day loans to substantial and responsible commercial borrowers (herein called the "Prime Rate") plus the number of percentage points or fractions thereof per year described therein, and after maturity or default at an annual rate which equals the sum of the Prime Rate plus 5 percentage points per year:

DATE	FACE AMOUNT	MAKER (PETRO-LEWIS OIL INCOME PROGRAM)	MATURITY DATE
10/31/79	$61,191,294.00	/1979-10	10/25/85
11/29/79	$32,119,547.00	/1979-11	11/29/85
1/07/80	$33,748,465.00	/1979-12	12/26/85
1/29/80	$19,345,417.00	/1980-1	1/18/86
3/03/80	$43,374,153.00	/1980-2	2/22/86
3/25/80	$31,356,148.00	/1980-3	3/20/86
4/28/80	$35,324,765.00	/1980-4	4/18/86
5/30/80	$52,543,175.00	/1980-5	5/16/86
6/17/80	$32,960,659.00	/1980-6	6/10/86
7/03/80	$30,875,115.00	/1980-7	6/25/86
7/25/80	$37,445,846.00	/1980-8	7/22/86
9/04/80	$101,053,005.00	/1980-9	9/02/86
9/30/80	$100,443,572.00	/1980-10	9/30/86

B. All other promissory notes made by Owners, or any one or more of them, payable to or to the order of Secured Party (whether for the sole benefit of Secured Party or otherwise) for any additional loans which may have heretofore been made or which may hereafter be made to Owners, or any one or more of them, provided that such additional loans:

(1) shall not together in unpaid principal amount aggregate more than $500,000,000.00 at any time;

(2) shall have been made prior to December 31, 1998;

(3) shall completely mature prior to December 31, 2002; and

(4) shall, prior to maturity, bear interest on the unpaid balance at an annual rate not exceeding the sum of the Prime Rate plus 10 percentage points per year;

C. All other indebtedness, liabilities and obligations of Owners, or any one or more of them, to Secured Party of every kind and character now existing or hereafter arising, whether fixed or contingent, direct or indirect, primary or secondary, joint, several or joint and several, howsoever evidenced and created, held or acquired by Secured Party, whether in the ordinary course of business or otherwise;

D. All sums advanced and costs and expenses incurred by Secured Party or its successors or assigns (directly or on its or their behalf by Trustee), including all legal and engineering fees, made and incurred in connection with the Obligations or any part thereof, any renewal, extension or change of or substitution for the Obligations or any part thereof, or the acquisition or perfection of the security therefor, whether such advances, costs and expenses were made and incurred at the request of Owner, Trustee or Secured Party;

E. All other indebtedness, liabilities and obligations of Debtor to Secured Party arising pursuant hereto; and

F. All renewals, extensions, amendments and changes of, or substitutions for, all or any part of the items described under A through E above.

ARTICLE II

Warranties, Representations and Covenants

Section 2.1 Debtor warrants, represents and covenants to and with Trustee and Secured Party that the leases and licenses described in Exhibit "A" are in full force and effect and are valid and subsisting leases and licenses covering the land described in Exhibit "A"; that Debtor has good, absolute and marketable title to the Collateral, Debtor has good, right and lawful authority to convey, grant a security interest in and encumber the Collateral and the Collateral is free and clear of all liens, encumbrances, security interests, adverse claims and interests and defects of title whatsoever, except as specified in Exhibit "A"; that all rentals and royalties due under the leases and licenses described in Exhibit "A" have been properly paid and all conditions necessary to keep the same in force have been fully performed; that all information furnished or to be furnished Secured Party by or on behalf of Debtor in connection with the Collateral and the Obligations is or will be complete and accurate; that Debtor is not obligated, by virtue of a prepayment arrangement under any contract for the sale of Hydrocarbons and containing a "take or pay" or similar provision to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor; and that Debtor will warrant and defend forever Trustee and Secured Party against all persons whomsoever claiming or attempting to claim the Collateral or any part thereof.

Section 2.2 Debtor covenants that, so long as any part of the Obligations remains unpaid, unless Trustee and Secured Party shall have otherwise consented in writing:

A. Debtor shall pay when due the Obligations in accordance with the terms thereof and hereof;

B. Debtor shall pay or cause to be paid (1) all taxes, assessments and governmental charges assessed or imposed upon, with respect to, measured by or charged against the Collateral, the development, operation and production thereof, this instrument and the Obligations, and assessed or imposed upon Debtor because of

Debtor's ownership thereof, and Trustee and Secured Party because of their interests therein; (2) all Federal and State income taxes payable generally by Debtor, regardless of their relation to the Collateral; and (3) all Federal and State Social Security taxes, payments and contributions for which Debtor may be liable, before the same become delinquent, or, as to any thereof which are being contested in good faith by appropriate proceedings, promptly after the final determination of such contest, together with any interest and penalty payable in connection therewith;

C. Debtor shall promptly and, insofar as not contrary to applicable law, at Debtor's own expense, file and refile in such offices, at such times and as often as may be necessary, this instrument and every other instrument in addition or supplemental hereto, including applicable financing statements, as may be necessary to create, perfect, maintain and preserve the lien and security interest intended to be created hereby and the rights and remedies of Secured Party hereunder, shall promptly furnish to Secured Party evidence satisfactory to Secured Party of all such filings and refilings and otherwise shall do all things necessary or expedient to be done to effectively create, perfect, maintain and preserve the lien and security interest intended to be created hereby as a first lien on real property and fixtures and a prior security interest in personal property and fixtures;

D. Debtor shall not (1) amend, modify or otherwise revise any lease or license described in Exhibit "A"; (2) release, surrender, abandon or forfeit the Collateral or any part thereof; (3) sell, convey, assign, lease, sublease, alienate, mortgage or grant security interests in or otherwise dispose of or encumber the Collateral or any part thereof, except sales of severed Hydrocarbons in the ordinary course of Debtor's business, the lien and security interest created by this instrument and liens for taxes, assessments and governmental charges not delinquent or the validity of which is being contested in good faith by appropriate proceedings; (4) request, vote in favor of or consent to a change of operator under any operating agreement covering any part of the Collateral; or (5) consent to or permit any such act by another party in respect of the land to which the Interests relate or any part thereof;

E. Debtor shall, at Debtor's own expense and regardless of who is the operator of the Collateral, (1) keep in full force and effect all of the leases and licenses described in Exhibit "A" and all rights of way, easements and privileges necessary or appropriate for the proper operation of such leases and licenses, by the proper payment of all rentals, royalties and other sums due thereunder and the proper performance of all obligations and other acts required thereunder; (2) cause the Collateral to be properly maintained, developed and continuously operated for the production of Hydrocarbons and protected against drainage and damage in a good and workmanlike manner as a prudent operator would in accordance with good oil field practice and applicable Federal, State and local laws, rules and regulations; (3) pay or cause to be paid when due all expenses incurred in connection with such maintenance, development, operation and protection of the Collateral;

(4) keep all goods, including equipment and inventory, and fixtures included in the Collateral in good and effective repair, working order and operating condition and make all repairs, renewals, replacements, substitutions, additions and improvements thereto and thereof as are necessary and proper; (5) permit Trustee or Secured Party, through their employees and agents, to enter upon the Collateral for the purpose of investigating and inspecting the condition and operation of the Collateral, and do all things necessary or proper to enable Trustee or Secured Party to exercise this right whenever Trustee or Secured Party so desires; and (6) do all other things necessary to keep unimpaired Trustee's and Secured Party's interests in the Collateral;

F. Debtor shall carry or cause to be carried, with standard insurors satisfactory to Secured Party, and in amounts satisfactory to Secured Party, (1) workmen's compensation insurance and public liability insurance in respect of all activities in which Debtor 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 (2) insurance against loss to the personal property and fixtures included in the Collateral by fire, lightning, hail, tornado and other similar risks, to the extent such insurance is carried by others engaged in similar undertakings in the same general areas in which the Collateral is located, with loss payable to Secured Party as its interest appears and a provision for maximum prior written notice to Secured Party of cancellation; and Secured Party may apply any proceeds of such insurance which it may receive toward part or full satisfaction of the Obligations whether or not then due;

G. Debtor shall execute, acknowledge and deliver to Trustee and Secured Party such other and further instruments and do such other acts as in the opinion of Trustee or Secured Party may be necessary or desirable to effect the intent of this instrument, promptly upon request of Trustee or Secured Party and at Debtor's expense;

H. Debtor shall promptly furnish to Secured Party such information concerning Debtor, Debtor's business affairs and financial condition and the Collateral as Secured Party may reasonably request;

I. Debtor shall keep proper books of record and account in which complete and correct entries shall be made of Debtor's transactions in accordance with generally accepted accounting principles, and shall keep the records concerning the accounts and contract rights included in the Collateral at Debtor's principal place of business;

J. If the title of Debtor, Trustee or Secured Party to the Collateral or any part thereof shall be attacked, either directly or indirectly, or if any legal proceedings are commenced against Debtor, Debtor shall promptly give written notice thereof to Trustee and Secured Party and at Debtor's own expense shall proceed diligently to defend against any such attack or proceedings, employing attorneys agreeable to Secured Party; and Trustee and Secured Party may take such independent action in connection therewith as they may

in their discretion deem advisable, and all costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Trustee or Secured Party in connection
therewith shall be a demand obligation owing by Debtor to Secured Party and shall bear interest at an annual rate which equals the sum of the Prime Rate plus 5 percentage points per year;

K. Nominee and Owners are and shall continue to be (1) duly organized and existing under the laws of the State of Colorado; and (2) duly authorized to execute, acknowledge and deliver the written instruments comprising the Obligations and this instrument and to observe and perform their duties thereunder and hereunder; and shall not, without the prior written consent of Secured Party, reorganize.

Section 2.3 Debtor agrees that, if Debtor fails to perform any act which Debtor is required to perform hereunder, Secured Party may, but shall not be obligated to, perform or cause to be performed such act, and any expense so incurred by Secured Party shall be a demand obligation owing by Debtor to Secured Party and shall bear interest at an annual rate which equals the sum of the Prime Rate plus 5 percentage points per year until paid and shall be a part of the Obligations, and Secured Party shall be subrogated to all of the rights of the party receiving such payment.

ARTICLE III

Collection of Proceeds of Production

Section 3.1 Pursuant to paragraph C of the granting clause of this instrument, Debtor agrees that Secured Party shall be entitled to receive all of the severed and extracted Hydrocarbons produced from or attributed to all of the Interests, together with all of the proceeds thereof, effective as of December 30, 1980, at 7:00 A.M., local time. All parties producing, purchasing, receiving or having in their possession any such Hydrocarbons or proceeds are authorized and directed to treat and regard Secured Party as the party entitled in Debtor's place and stead to receive such Hydrocarbons and proceeds; and said parties shall be fully protected in so treating and regarding Secured Party and shall be under no obligation to see to the application by Secured Party of any such proceeds received by it.

Section 3.2 Secured Party shall apply all of the proceeds received pursuant to Section 3.1 in satisfaction of the Obligations, unless otherwise agreed to by Secured Party and Debtor. All such proceeds received and to be applied by Secured Party up to the close of business on the last day of each calendar month shall be applied by Secured Party on the first day of the next succeeding calendar month as follows:

A. First, to the payment of all interest accrued on the Obligations;

B. Second, to the payment to Secured Party of all unreimbursed expenses incurred by Secured Party, pursuant to Section 2.3, and any part of the Obligations not evidenced by a written instrument, including all fees, charges and penalties due Secured Party;

C. Third, to the payment of any other then due principal of the Obligations; and

D. Fourth, to the prepayment of the installments of principal of the Obligations in the inverse order of approaching maturities;

provided however, that if any date of application specified above (herein called a "regular application date"), shall be a Saturday, Sunday or legal banking holiday under the laws of the jurisdiction in which such proceeds shall be applied, the proceeds to be applied by Secured Party pursuant to this Section 3.2 shall be applied on the last business day next preceding such regular application date which is not a Saturday, Sunday or legal banking holiday, but the amount to be applied pursuant to Paragraph A of this Section 3.2 shall nevertheless be the amount accrued up to, but not including, such regular application date. If the proceeds received by Secured Party pursuant to Section 3.1 during any month are not sufficient to make the minimum required payments of principal and interest of the Obligations, then the Owner on or before the due date shall make payment to Secured Party of an amount sufficient when added to such proceeds received to make the minimum required payments of principal and interest of the Obligations.

Section 3.3 Upon any sale of any of the Collateral pursuant to Article V, the Hydrocarbons thereafter produced from or attributed to the part of the Collateral so sold, and the proceeds thereof, shall be included in such sale and shall pass to the purchaser free and clear of the provisions of this Article.

Section 3.4 Secured Party is hereby absolved from all liability for failure to enforce collection of any such proceeds and from all other responsibility in connection therewith, except the responsibility to account to Debtor for proceeds actually received.

Section 3.5 Debtor shall indemnify Secured Party against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature (herein called "Claims") made against or incurred by Secured Party as a consequence of the assertion, either before or after the payment in full of the Obligations, that Secured Party received Hydrocarbons or proceeds pursuant to this Article which were claimed by third persons. Secured Party shall have the right to employ attorneys and to defend against any Claims, and unless furnished with reasonable indemnity, Secured Party shall have the right to pay or compromise and adjust all Claims. Debtor shall indemnify and pay to Secured Party all such amounts as may be paid in respect thereof or as may be successfully adjudicated against them. The liabilities of Debtor as set forth in this Section shall survive the termination of this instrument.

ARTICLE IV

Termination

If all of the Obligations shall be paid in full pursuant to the terms and conditions of this instrument and the instruments evidencing the Obligations, and if Debtor shall have well and truly performed all of the covenants herein contained, then this instrument shall become null and void, all of the Collateral shall revert to Debtor, the entire right, title and interest of Trustee and Secured Party shall terminate and Trustee and Secured Party shall, promptly after the request of Debtor execute, acknowledge and deliver to Debtor proper instruments evidencing the

termination of this instrument. Debtor shall pay all legal fees and other expenses incurred by Secured Party for preparing and reviewing such instruments of termination and the execution and delivery thereof and Secured Party may require payment of the same prior to delivery of such instruments. Otherwise, this instrument shall remain and continue in full force and effect.

ARTICLE V

Default

Section 5.1 Debtor shall be in default under this instrument upon the happening of any of the following events or conditions (herein called "Events of Default"):

A. Debtor defaults in the due payment, performance or observance of the Obligations or any part thereof;

B. Any warranty or representation of Debtor in this instrument, or otherwise made or furnished to Secured Party by or on behalf of Debtor, is determined by Secured Party to be false or breached in any material respect;

C. Debtor defaults in the due performance or observance of any covenant or agreement contained in this instrument;

D. Any event which results in the acceleration of the maturity of any indebtedness of Debtor to Secured Party or to any other party under any mortgage, deed of trust, security or loan agreement, indenture, note or other undertaking;

E. A judgment for the payment of money rendered against Debtor remains unsatisfied and in effect for a period of 60 consecutive days without a stay of execution;

F. The title of Debtor, Trustee or Secured Party to the Collateral or a substantial part thereof becomes the subject matter of litigation which might in the opinion of Secured Party result in substantial impairment or loss of the lien and security interest intended to be created by this instrument;

G. The seizure or taking of any of the Collateral by any governmental or similar authority, or the issuance of a writ, order of attachment or garnishment with respect thereto; or

H. Dissolution of, insolvency of (however expressed or indicated), termination of existence of, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy, reorganization, arrangement, insolvency or other law relating to the relief of debtors by or against, Debtor or any guarantor or surety for Debtor under the Obligations or any part thereof.

Section 5.2 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party may, without presentment, notice or demand, which are hereby expressly waived by Debtor, declare the entire Obligations or any part thereof immediately due and payable.

Section 5.3 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party may elect to treat the fixtures included in the Collateral either as real property or as personal property, but not as both, and proceed to exercise such rights as apply to the type of property selected.

Section 5.4 Upon the occurrence of any of the Events of Default, and at all times thereafter, in addition to all other rights and remedies herein conferred, Trustee shall have all of the rights and remedies of a mortgagee and trustee under a deed of trust granted by applicable law, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to enter upon and take immediate possession of the real property included in the Collateral or any part thereof, to exclude Debtor therefrom, to hold, use, operate, manage and control such real property, to make all such repairs, replacements, alterations, additions and improvements to the same as Secured Party may deem proper, to sell all of the severed and extracted Hydrocarbons included in the same subject to the provisions of Article III, to demand, collect and retain all other earnings, proceeds and other sums due or to become due with respect to such real property, accounting for and applying to the payment of the Obligations only the net earnings arising therefrom after charging against the receipts therefrom all costs, expenses, charges, damages and losses incurred by reason thereof plus interest thereon at an annual rate which equals the sum of the Prime Rate plus 5 percentage points per year, as fully and effectually as if Trustee were the absolute owner of such real property and without any liability to Debtor in connection therewith.

Section 5.5 Upon the occurrence of any of the Events of Default, or at any time thereafter, Trustee, in lieu of or in addition to exercising any other power hereby granted, may, without notice, demand or declaration of default, which are hereby waived by Debtor, proceed by an action or actions in equity or at law for the seizure and sale of the real property included in the Collateral or any part thereof, for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the foreclosure or sale of such real property or any part thereof under the judgment or decree of any court of competent jurisdiction, for the appointment of a receiver pending any foreclosure hereunder or the sale of such real property or any part thereof or for the enforcement of any other appropriate equitable or legal remedy.

Section 5.6 Upon the occurrence of any of the Events of Default, or at any time thereafter, in addition to all other rights and remedies herein conferred, Secured Party shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including the Uniform Commercial Code, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to take possession of the personal property included in the Collateral, and for that

purpose Secured Party may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. Secured Party may require Debtor to assemble such personal property and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. If notice is required by applicable law, five days' prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be reasonable notice to Debtor. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market. If Secured Party in good faith believes that the Securities Act of 1933 or any other State or Federal law prohibits or restricts the customary manner of sale or distribution of any of such property, Secured Party may sell such property privately or in any other manner deemed advisable by Secured Party at such price or prices as Secured Party determines in the sole discretion of Secured Party. Debtor recognizes that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by Secured Party may result in a lower sales price than if the sale were otherwise held.

Section 5.7 Upon the occurrence of any of the Events of Default, or at any time thereafter, Trustee shall, in response to Secured Party's request (which Debtor agrees will be presumed to have been made), enforce this trust by selling or having sold, subject to any mandatory requirements of applicable law, the real property included in the Collateral or any part thereof at one or more sales, as an entirety or in parcels, 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 Trustee may deem appropriate. Trustee shall make a conveyance to the purchaser or purchasers thereof, and Debtor shall warrant title thereto to such purchaser or purchasers. Trustee may postpone the sale of such real property or any part thereof 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 the time of sale fixed by the preceding postponement. Sale of a part of such real property will not exhaust the power of sale, and sales may be made from time to time until all such real property is sold or the Obligations are paid in full. It shall not be necessary for any of the Collateral at any such sale to be physically present or constructively in the possession of Trustee, and Debtor shall deliver all of the Collateral to the purchaser at such sale on the date of sale, and if it should be impossible or impracticable to take actual delivery of the Collateral, then the title and right of possession to the Collateral shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

Section 5.8 Secured Party shall have the right to become the purchaser at any sale made pursuant to the provisions of this Article V and shall have the right to credit upon the amount of the bid made therefor the amount payable to it out of the net proceeds of such sale. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively establish the truth and

accuracy of the matters therein stated, including, without limitation, nonpayment of the Obligations and advertisement and conduct of such sale in the manner provided herein. Debtor does hereby ratify and confirm all legal acts that Trustee and Secured Party may do in carrying out the provisions of this instrument.

Section 5.9 Any sale of the Collateral or any part thereof pursuant to the provisions of this Article V will operate to divest all right, title, interest, claim and demand of Debtor in and to the property sold and will be a perpetual bar against Debtor. Nevertheless, if requested by Trustee or Secured Party so to do, Debtor shall join in the execution, acknowledgement and delivery of all proper conveyances, assignments and transfers of the property so sold. Any purchaser at a foreclosure sale will receive immediate possession of the property purchased, and Debtor agrees that if Debtor retains possession of the property or any part thereof subsequent to such sale, Debtor will be considered a tenant at sufferance of the purchaser, and will, if Debtor remains in possession after demand to remove, be guilty of forceful detainer and will be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages to Debtor by reason thereof are hereby expressly waived by Debtor.

Section 5.10 Subject to any mandatory requirements of applicable law, Debtor agrees that Debtor shall not at any time have or assert any right, under any law pertaining to the marshalling of assets, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisement, valuation, stay, extension or redemption now or hereafter in force, in order to prevent or hinder the rights of Trustee, Secured Party or any purchaser of the Collateral or any part thereof under this instrument, and Debtor, to the extent permitted by applicable law, hereby waives the benefit of all such laws. Appraisement of real property included in the Collateral and located in the State of Oklahoma may be waived at the option of Secured Party, which option shall be exercised prior to or at the time the judgment is rendered in any foreclosure proceeding. Pursuant to Section 39-5-19, New Mexico Statutes, Annotated (1978) Debtor agrees that as to such property located in the State of New Mexico, the redemption period will be shortened to one month. Debtor, to the extent permitted by applicable law, hereby waives the provisions of Section 888 of the Code of Mississippi, 1942, insofar as such provisions restrict the right of Secured Party to have sold more than 160 acres at a time, and Secured Party may offer the Collateral as a whole regardless of the manner in which it may be described.

Section 5.11 Upon the occurrence of any of the Events of Default, or at any time thereafter, Trustee may sell all or any part of the real property and fixtures included in the Collateral and located in the State of Texas at one or more sales, in its entirety or in parcels and in such order as Trustee may elect, to the highest bidder for cash at public auction on the first Tuesday in any month between the hours of 10:00 A.M. and 4:00 P.M. Written or printed notices containing the time, place and terms of sale shall be posted at the courthouse door of the county or counties in which such property is located and at two other public places within said county or counties for a minimum period of three consecutive weeks prior to the sale.

Thereafter, the sale shall take place at the courthouse door of the county where such property is located; provided, however, if such property is located in more than one county, such sale may take place at the courthouse door of any county in which a portion of such property is located and the aforesaid notices shall specify the county of sale. Any purchaser or purchasers will be provided with a general warranty conveyance binding Debtor. Sale of a part of such property will not exhaust the power of sale, and sales may be made from time to time until all such property is sold or the Obligations are paid in full. Trustee shall have the authority to appoint an attorney-in-fact to act in conducting the foreclosure sale and executing a deed to the purchaser. Should Trustee proceed under Article 3810 of the Revised Civil Statutes of Texas, he shall give notice of each such proposed sale by posting written notice of the time, place and terms of sale for at least 21 consecutive days preceding the date of the sale at the courthouse door of the county in which the sale is to be made. Where such Collateral to be sold is situated in more than one county, one notice shall be posted at the courthouse door of each county in which a part of the Collateral to be sold is situated, and such notices shall designate the county where such Collateral will be sold, which may be any county in which a part of said Collateral is situated. In addition to the foregoing notice or notices to be posted by Trustee, the holder of the indebtedness to which the power of sale is related, shall, at least 21 days preceding the date of sale, serve written notice of the proposed sale by certified mail on each debtor obligated to pay such indebtedness according to the records of such holder. The service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of the holder of such indebtedness, 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 service was completed shall be prima facie evidence of the fact of service. In this respect and to the full extent he may legally do so, Debtor also expressly covenants, stipulates and agrees that: (a) the address of Debtor set out in the introduction to this Deed of Trust shall conclusively be deemed and considered to be and remain at all times the most recent address of all debtors obligated to pay such indebtedness as shown by the records of the holder of such indebtedness, provided such address may be changed from time to time only by express written notice of change thereof signed by all debtors obligated to pay such indebtedness and actually delivered to and received by the holder of such indebtedness and setting forth a new address which shall conclusively be deemed and considered to be and remain at all times thereafter the most recent address of all debtors obligated to pay such indebtedness as shown by the records of the holder of such indebtedness until changed in the manner herein provided, (b) the records of the holder of the indebtedness shall not be deemed to reflect any change in the name or identity of the debtors obligated to pay the indebtedness (to whom notice of a proposed sale shall be required to be mailed as provided for above) unless and until express written notice of such change signed by all debtors obligated to pay such indebtedness shall have been actually delivered to and received by the holder of the indebtedness, and (c) no notice of such sale or sales other than the notices hereinabove provided shall be required to be given to Debtor or any other persons

and any other notice is expressly waived. The provisions hereof with respect to posting and giving notices of sale are intended to comply with the provisions of Article 3810 of the Texas Revised Civil Statutes as in force and effect on January 1, 1976, and in the event the requirement for any notice under such Article 3810 shall be eliminated or the prescribed manner of giving same modified by future amendment to such Article 3810, the requirement for such particular notice shall be stricken from or modified in this instrument in conformity with such amendment. The manner herein prescribed for serving or giving any notice, other than that to be posted or caused to be posted by Trustee, shall not be deemed exclusive but such notice or notices may be given in any other manner which may be permitted by applicable law. Trustee shall receive the proceeds of said sale or sales and apply the same as herein provided.

Section 5.12 All costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Trustee or Secured Party in protecting and enforcing their rights hereunder, shall be a demand obligation of Debtor to Secured Party and shall bear interest at an annual rate which is 5 percentage points greater than the Prime Rate, all of which shall be part of the Obligations.

Section 5.13 The proceeds of any sale of the Collateral or any part thereof made pursuant to this Article V shall be applied as follows:

A. First, to the payment of all costs and expenses incident to the enforcement of this instrument, including, but not limited to, a reasonable compensation to the agents, attorneys and counsel of Trustee and Secured Party;

B. Second, to the payment of the Obligations; and

C. Third, the remainder, if any, shall be paid to Debtor; provided, however, Debtor shall remain liable to Secured Party for any deficiency in the Obligations remaining after any such sale.

Section 5.14 Upon any sale made under the powers of sale herein granted and conferred, the receipt of Trustee or Secured Party, whichever is conducting the sale, will be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof will not, after paying such purchase money and receiving such receipt of Trustee or Secured Party be obliged to see to the application thereof or be in anywise answerable for any loss, misapplication or nonapplication thereof.

ARTICLE VI

Trustee

Section 6.1 Trustee may resign in writing addressed to Secured Party or be removed at any time with or without cause by an instrument in writing duly executed by Secured Party. In case of the death, resignation or removal

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of Trustee, a successor Trustee may be appointed by Secured Party by a written instrument complying with any applicable requirements of law, and in the absence of any requirement, without other formality than an appointment and designation in writing. Such appointment and designation will 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 will vest in the named successor Trustee all the right, title and interest of Trustee in all of the real property and fixtures included in the Collateral, and said successor will thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon Trustee. All references herein to Trustee will be deemed to refer to the Trustee from time to time acting hereunder.

Section 6.2 Secured Party shall indemnify Trustee against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature made against or incurred by Trustee, and arising out of Trustee performing the duties of Trustee hereunder.

ARTICLE VII

Miscellaneous Provisions

Section 7.1 Each and every right, power and remedy hereby granted to Trustee or Secured Party shall be cumulative and not exclusive, and each and every right, power and remedy whether specifically hereby granted or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Trustee or Secured Party and the exercise of any such right, power or remedy will 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 Trustee or Secured Party in the exercise of any right, power or remedy will 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. Any and all covenants in this instrument may from time to time by instrument in writing signed by Secured Party be waived to such extent and in such manner as Secured Party may desire, but no such waiver will ever affect or impair Trustee's and Secured Party's rights hereunder, except to the extent specifically stated in such written instrument. All changes to and modifications of this instrument must be in writing signed by Secured Party.

Section 7.2 No release from the lien of this instrument of any part of the Collateral by Trustee or Secured Party shall in anywise alter, vary or diminish the force, effect or lien of this instrument on the balance of the Collateral.

Section 7.3 If any provision hereof or of any of the written instruments constituting all or part of the Obligations is invalid or unenforceable in any jurisdiction the other provisions hereof or of said written instruments shall remain in full force and effect in such jurisdiction and the remaining provisions hereof will be liberally construed in favor of Trustee and Secured Party in order to carry out the provisions hereof. The invalidity of any provision of this instrument in any jurisdiction will not

affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute of law of a State in which no part of the Collateral is situated will be deemed inapplicable to, and not used in, the interpretation hereof.

Section 7.4 This instrument is made with full substitution and subrogation of Trustee and Secured Party in and to all covenants and warranties by others heretofore given or made in respect of the Collateral or any part thereof.

Section 7.5 This instrument will 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 is appropriate under applicable State law. A carbon, photographic or other reproduction of this instrument or any financing statement in connection herewith shall be sufficient as a financing statement for any and all purposes.

Section 7.6 All interest required hereunder and under the Obligations shall be calculated on the basis of a year of 360 days. Notwithstanding anything to the contrary contained herein, no rate of interest required hereunder or under the Obligations shall exceed the maximum legal rate under applicable law, and, in the event any such rate is found to exceed such maximum legal rate, Debtor shall be required to pay only such maximum legal rate.

Section 7.7 Insofar as permitted by otherwise applicable law, this instrument and the Obligations shall be construed under and governed by the laws of Colorado.

Section 7.8 This instrument may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts the parts of Exhibit "A" containing specific descriptions of certain Interests which relate to land under the jurisdiction of offices or located in counties other than the office or county in which the particular counterpart is to be filed or recorded. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

Section 7.9 All recording references in Exhibit "A" are to the official real property records of the county in which the affected land is located. Unless otherwise indicated, the oil and gas leases or licenses described in Exhibit "A" cover all of the oil, gas and other hydrocarbons in and under the land described or referred to therein. The oil and gas leases or licenses described in Exhibit "A" and other documents relating thereto provide for the payment of landowners' and other royalties which do not exceed in the aggregate the amounts which would allow Debtor to receive the "Net Revenue Interest" specified of all oil, gas and other hydrocarbons produced, saved and marketed from the land described or referred to therein. Debtor's share of development and operating costs with respect to the indicated land and wells described in Exhibit "A" is the "Operating Interest" specified in the description of the land or wells in Exhibit "A", and Debtor's share of participation in gross production of oil, gas and other hydrocarbons from the indicated land and wells described in Exhibit "A" is the

"Net Revenue Interest" specified in the description of the land or wells in Exhibit "A". The references in Exhibit "A" to liens, encumbrances and other burdens shall not be deemed to recognize or create any rights in third parties.

Section 7.10 All deliveries hereunder shall be deemed to have been duly made if actually delivered or if mailed by registered or certified mail, postage prepaid, addressed as set forth above. Any party may, by written notice so delivered to the others, change the address to which delivery shall thereafter be made.

Section 7.11 This instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor, of Trustee and of Secured Party. Notwithstanding any other provision contained herein, if any property interest granted by this document does not vest on the execution and delivery of this document, it shall vest, if at all, no later than 20 years after the death of the last surviving descendant of Joseph P. Kennedy, the late father of the former President of the United States, who is alive on the execution and delivery of this document.

Section 7.12 Some of the above goods are or are to become fixtures on the land described in Exhibit "A". The above minerals, including oil and gas, and accounts will be financed at the wellhead of the well or wells located on the land described in Exhibit "A". This instrument is to be filed for record in the real estate records of each county identified in Exhibit "A". Nominee is the owner of a record interest in the real estate concerned.

EXECUTED as of the date first above written.

PETRO-LEWIS OIL INCOME PROGRAM/1979-10
PETRO-LEWIS OIL INCOME PROGRAM/1979-11
PETRO-LEWIS OIL INCOME PROGRAM/1979-12
PETRO-LEWIS OIL INCOME PROGRAM/1980-1
PETRO-LEWIS OIL INCOME PROGRAM/1980-2
PETRO-LEWIS OIL INCOME PROGRAM/1980-3
PETRO-LEWIS OIL INCOME PROGRAM/1980-4
PETRO-LEWIS OIL INCOME PROGRAM/1980-5
PETRO-LEWIS OIL INCOME PROGRAM/1980-6
PETRO-LEWIS OIL INCOME PROGRAM/1980-7
PETRO-LEWIS OIL INCOME PROGRAM/1980-8
PETRO-LEWIS OIL INCOME PROGRAM/1980-9
PETRO-LEWIS OIL INCOME PROGRAM/1980-10

ATTEST:

Terry Wendelin
Assistant Secretary

(SEAL)

By PETRO-LEWIS FUNDS, INC.
General Partner

By
David A. Brawley,
Vice President

By
R. Allen Jensen,
Treasurer

PARTNERSHIP PROPERTIES CO.

By _____
David A. Frawley,
General Partner

THIS INSTRUMENT PREPARED BY:

David G. Stolfa
Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

Before me, Linda K. Gypin, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared the within named David A. Frawley, R. Allen Jensen and _____, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Vice President, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, known to me to be the general partner of the Petro-Lewis Oil Income Programs named above, all Colorado limited partnerships, the corporation and the limited partnerships described in and that executed the within instrument, and stated and acknowledged to me that they executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said corporation and said limited partnerships, as of the day and year therein mentioned, that they were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation and limited partnerships, and that said corporation and limited partnerships executed the same.

Given under my hand and offical seal, this 23rd day of March, 1981.

_____
Linda K. Gypin, Notary Public
residing at Broomfield, Colorado

My commission expires: November 22, 1982.

(SEAL)

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

Before me, Linda K. Gypin, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared the within named David A. Frawley, to me personally known to be the identical person whose name is subscribed to the foregoing instrument, and personally known to me to be a General Partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, the partnership described in and that executed the within instrument, and acknowledged to me that he executed and delivered said instrument for the uses, purposes and consideration therein expressed, on behalf of and as the act and deed of said partnership, as of the day and year therein mentioned, that he was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said partnership, and that said partnership executed the same.

Given under my hand and official seal, this 25th day of June, 1981.

Linda K. Gypin
Linda K. Gypin, Notary Public
residing at Broomfield, Colorado

My commission expires: November 22, 1982.

(SEAL)

PREAMBLE TO

EXHIBIT "A"

1. Depth limitations, unit designations, unit tract descriptions and descriptions of undivided leasehold interests, "Operating Interests," "Working Interests" and "Net Revenue Interests" contained in this Exhibit "A" shall not be deemed to limit the interests covered hereby.

2. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit "A". To the extent that the land descriptions in this Exhibit "A" are incomplete, incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated herein by this reference.

3. References in Exhibit "A" to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county or counties (or parish or parishes) in which the Interests are located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

4. The leasehold interests, "Operating Interests," "Working Interests" and "Net Revenue Interests" described on this Exhibit "A" are expressed in decimal equivalents (1.00 = 100%).

5. References in Exhibit "A" to "BOE" shall be deemed to refer to Debtor.

BOE LEASE NUMBER	LESSOR	LEASE DATE	RECORDATION BOOK	RECORDATION PAGE	DESCRIPTION

Greater La Barge Prospect, Sublette County, Wyoming

Bird Canyon Federal Well #2-23

All of the right, title and interest of [illegible] in and to the following:

An overriding royalty interest of .0078125 in and to all the oil, gas, and other minerals produced, saved, and sold to the credit of the following described leases:

USA W-54914	6/1/76	T27N, R112W, Section 23: W/2
USA W-58384	4/1/77	T27N, R112W, Section 23: NE/4 N/2 SE/4

OPERATING INTEREST	-0-
NET REVENUE INTEREST	.00781250 (ORRI)

258

Misc. Bk 11 Pg 310

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN [4] 302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

TONY JAMES McALISTER, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of SEVEN THOUSAND TWO HUNDRED AND NO/100-($7,200.00)- Dollars, ~~the~~ with interest from date 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 monthly payments of $500.00 which include interest, first payment due 10/1/81, succeeding payments due the 1st day of each month until paid in full do hereby mortgage to

LESLIE G. FOTHERINGHAM and PAMELA FOTHERINGHAM, husband and wife,

mortgagee, whose address is Box 383
Big Piney, Wyoming 83113

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

All of Lot 1 of Block 1 of the Ball 1st Addition to the Town of Marbleton within the $SE\frac{1}{4}NW\frac{1}{4}$ of Section 29, T. 30 N., R. 111 W., Sublette County, Wyoming, of record in the office of the Clerk of Sublette County in Book 19 of Deeds on page 535 EXCEPTING the following described tract:
BEGINNING at the northeast corner of said Lot 1 where found a 5/8"x16" steel rod with aluminum cap inscribed "RIO VERDE ENGR PELS625"; thence S. 00°-12'-48"E., 88.27 feet along the east line of said lot to the southeast point; thence N. 88°-43'-19"W., the base bearing for this survey, 378.64 feet along the south line of said Lot 1 to a point; thence N. 03°-17.5'E., 96.90 feet to an intersection point with the north line of said Lot 1; thence S.87°-23.5'E., 373.04 feet along said north line to the CORNER OF BEGINNING; encompassing an area of 0.798 acre, more or less; each point marked by a steel T-shaped stake 24" long with metal cap inscribed "SURVEY POINT DO NOT DISTURB RLS164"; all in accordance with the map prepared and filed in the said office for LESLIE G. FOTHERINGHAM dated 3 December 1980. TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use, and to all prior reservations of record.

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, 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 24 day of July A. D. 19 81.

In the presence of

Tony James McAlister
Tony James McAlister

185304

RECORDED July 22 AT 2:37 PM
IN BOOK 24 PAGE 258
FEE $6.00
SUBLETTE COUNTY CLERK
COUNTY CLERK

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Tony James McAlister,

, ,

this 24 day of July, 19 81.

Witness my hand and official seal.

Dan Tegeler
County of Sublette
Notary Public
State of Wyoming
My Commission Expires Dec 13, 1982

My Commission Expires:

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, $

260 Bk 34 Mtg Pg 425

MORTGAGE

THIS MORTGAGE is made this 10th day of July, 19 81, between the Mortgagor, William Robert Tanner and Helen Tanner, 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 ONE HUNDRED TEN THOUSAND DOLLARS AND NO/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated July 10, 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 January 1, 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 13, 14, 15, 16, 17 AND 18, BLOCK 20, MARBLETON TOWNSITE,

SUBLETTE COUNTY, WYOMING.

185806

RECORDED July 22 1981 4:30 P M
IN BOOK 34 Mtg PAGE 260
FEES $10.00 Paid Yes COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurston

which has the address of ..... (Street) ..... (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

WYOM [redacted] FNMA/FHLMC Uniform Instrument [redacted] Form

[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.

William Robert Tanner —Borrower

Helen Tanner —Borrower

STATE OF WYOMING, **Sweetwater** County ss:

The foregoing instrument was acknowledged before me this **July 10, 1981** by
(date)

William Robert Tanner and Helen Tanner, Husband and Wife
(person acknowledging)

My Commission expires: **August 8, 1983**

Notary Public

NOTARY PUBLIC

(Space Below This Line Reserved For Lender and Recorder)

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MORTGAGE

THIS MORTGAGE is made this ..... 24th ..... day of ..... July ....., 19 .. 81, between the Mortgagor, ... ROGER AND BONNY JO ANDERSON ... 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 .. One hudred thousand and no/00 ... ----------Dollars, which indebtedness is evidenced by Borrower's note dated .... July 24, 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 ..... January 20, 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:

Lot 8 of the Redstone New Fork River Subdivision, Sublette County, Wyoming.

185810

RECORDED July 28 '81 11:45 A.M.
IN BOOK 34 Misc PAGE 264
FEES 10.00 Karen J. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Wilson

which has the address of ....., ... ,
[Street] [City]
..... (herein "Property Address");
[State and Zip Code]

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

[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.

Roger Anderson
ROGER ANDERSON —Borrower

Bonny Jo Anderson
BONNY JO ANDERSON —Borrower

STATE OF WYOMING, ~~XXXXXX~~ Sublette County ss:

The foregoing instrument was acknowledged before me this July 24, 1981 (date) by

ROGER AND BONNY JO ANDERSON
(person acknowledging)

My Commission expires: 7/28/84

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)

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Assigned Bk 34 pg 454
Rlsd Bk 25 Pg 239 8-31-05
Rlsd Bk 25 Pg 477 12-2-05
Rlsd. bk. 25 pg. 731 3/13/06

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 Thomas S. and LouAnn Heydt husband and wife

herein designated as Mortgagor, of Sublette County Rd. 43 Big Piney , County of Sublette , State of Wyoming , to secure the payment of the principal sum of Fifty Thousand and no/00----------Dollars ($ 50,000.00), 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 Five Hundred twenty two and no/00---------- Dollars ($ 522.00), commending on the first day of September , 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 August 1, 2006 , , hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 1 of the Alsade Third Subdivision, Sublette County, Wyoming.

185811

RECORDED July 28 1981 10:55 A.M.
IN BOOK 34 Misc PAGE 265
FEES 8.00 Lou A. Yake COUNTY CLERK
SUBLETTE 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

(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¢)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.

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 15.5 % (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 LouAnn Heydt wife of the said Thomas S. Heydt. 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 there hand(s) this 27th day of July , 19 81

In the presence of—

x Thomas S. Heydt.
THOMAS S. HEYDT
LouAnn Heydt
LOUANN HEYDT

THE STATE OF WYOMING)
) ss:
COUNTY OF Lincoln)

On this 27th day of July , 19 81 , before me personally appeared

Thomas S. and LouAnn Heydt to me known to be the person described in and who executed the foregoing instrument, and acknowledged that They executed the same as There 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 27th day of July , A.D. 1981

C. Malia Jacobs Notary Public [L.] County of Lincoln State of Wyoming
My Commission expires April 8 1985

C. Malia Jacobs
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]D—FORM NO. 4½ [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN D. AMOS and BOBBIE L. AMOS, husband and wife

mortgagor S , of Sublette County, State of Wyoming [illegible] the payment of
--Fifty Thousand and no/100---------- Dollars, due Seven Years
with interest from date at the rate of 18 per cent per annum, payable monthly/annually
evidenced by one (1) promissory note , of even date herewith, 84 monthly payments in the
amount of $1,050.90

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

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

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, BLOCK 39, McMILLAN
TOWNSITE, SUBLETTE COUNTY, WYOMING.

135893

Clerk's Fee $4.00
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 $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 22nd day of July A. D. 1981.

In the presence of

Rlsd Bk 12 Pg 662
27 Rlsd Bk 12 Pg 654

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by John D. Amos
Barbara J. Amos
this 1st day of July, 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

Fees, $

No.

MORTGA[redacted]D—FORM NO. 4½ [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOSEPH B. CHRISMAN and VELMA CHRISMAN
aka J. B. Chrisman

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

--Ten 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 (1) promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real

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

Lot 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.

185634

RECORDED July 24 19[illegible]
IN BOOK 34 Mtg PAGE 273
FEES $6.00 Paid
SUBLETTE COUNTY, PINEDALE, WYOMING
By [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 $10,000.00 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 July A. D. 19 81.

In the presence of

Released BK 14 Rel. @ Pg. 309

273

274

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by J. B. Chrisman, Velma Chrisman,

this 23rd day of July, 1981.

Witness my hand and official seal.

BETTY J. LOCKHART NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Betty J. Lockhart
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 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, $

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM H. JACKSON and BARBARA J. JACKSON, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Forty Six 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 (1) promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is BIG PINEY, WYOMING 83113

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

A tract of land lying in the S½SE¼, Section 23, and in the N½NE¼, Section 26, Township 33 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming, described as follows:

Beginning at a point on the South line of Section 23, T 33N, R, 109W, said point lies S89°59'W, at a distance of 660 feet from the Southeast corner of said Section 23, said point also being a corner of the Paul C. Hagenstein Tract;

Thence S 35°04'W, for a distance of 110.5 feet, more or less, to a point on the northerly right-of-way line of U.S. 187;

Thence N55°16'W, along the northerly right-of-way line for a distance of 600 feet;

Thence N35°04'E, a distance of 318.8 feet, more or less, to a point on the Southwesterly boundary of the Hagenstein tract;

Thence S36°07'E, along the Southwesterly boundary of the Hagenstein tract for a distance of 635.2 feet, more or less, to the point of beginning.

Together with and including all improvements situated thereon or hereafter situated thereon and the appurtenances and hereditaments thereunto belonging. -continued - see attached-

The mortgagor S agree 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 $46,000.00 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 June A. D. 19 81.

In the presence of

185895

William H. Jackson

Barbara J. Jackson

RECORDED Aug 3 1981 1:30 P M
IN BOOK 34 Misc PAGE 275
FEES $8.00 Nancy Yack COUNTY CLERK
[illegible], WYOMING

275- Rlsd Bk 13 pg 434

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William H. Jackson, Barbara J. Jackson,

this 16th day of June, 19 81.

Witness my hand and official seal.

BETTY J. HOTA PUBLIC COUNTY

Betty J Hodgood
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, $ ...

-CONTINUED-

Beginning at a point on the southwesterly boundary of the Paul C. Hagenstein tract which is located S. 89°59'W., a distance of 660.0 feet, and N. 36°07'W. a distance of 635.2 feet from the southeast corner of Section 23, T. 33 N., R. 109 W., and which point is also the most northerly corner of the Ray Brazell tract;

Thence S. 35°04'W. along the westerly boundary of said Brazell tract a distance of 318.8 feet to a point on the northerly right-of-way line of U. S. Highway 187;

Thence N. 57°56'W. along said right-of-way line a distance of 805.89 feet;

Thence N. 35°04'E. a distance of 977.98 feet to a point of the west boundary of said Hagenstein tract;

Thence S. 0°04'W. along said boundary line a distance of 616.54 feet;

Thence S. 36°07'E., continuing along said Hagenstein boundary a distance of 477.9 feet to the point of beginning.

TOGETHER WITH ALL improvements and appurtenances thereunto appertaining, and all water, water rights, ditches and ditch rights,

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

SUBJECT TO reservations and restrictions of record.

278

Rec'd Bk 11 pg 629

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS H. JONES and SHIRLEY A. JONES, husband and wife

mortgagors, of Sublette County, State of Wyoming, to secure the payment of --Fifteen Thousand Five Hundred 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 (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:

All of the Southeast Quarter Southeast Quarter (SE¼SE¼) in Section Five (5) of Township 30 North, Range 109 West of the 6th PRINCIPAL Meridian, subject to the provisions of United States Patents, and subject further to all exceptions and reservations of record and subject further to all easements and rights of way in actual use or of record; and to be taken together with all buildings, fences and improvements, and together with all water and water rights, ditches and ditch rights and reservoir and reservoir rights situate thereon or appurtenant thereto.

135896

RECORDED August 3 1981 1:20 P M
IN BOOK 34 Misc PAGE 278
FEES $6.00 Recording Fee
SUBLETTE COUNTY CLERK
by Dorothy [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 $15,500.00 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 27th day of July 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 Thomas H. Jones, SHIRLEY A. JONES, this 27th day of July, 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, $

279

280

Misc Bk 11 Pg 643

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, CASPER, WYO. 82602

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 7/17/86 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:

BLOCK 18, Lots 21, 22, 23, and 24, Marbleton, Sublette County, Wyoming.

185897

RECORDED Aug 3 19 87 1:30 P M
IN BOOK 36 Misc PAGE 280
FEES $6.00 Laura Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Twenty 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 17th day of July A. D. 1981.

In the presence of

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William R. Tanner, Helen R. Tanner, this 17th day of July, 1981.

Witness my hand and official seal.

Betty J. Hodgson
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] ORI[redacted]AL [redacted]

COLLATERAL ASSIGNMENT OF AND CONSENT TO REAL ESTATE SALES AGREEMENT (CONTRACT FOR DEED)

KNOW ALL MEN BY THESE PRESENTS, That the United States of America, acting through the Farmers Home Administration (hereinafter called the Government), is the holder or insurer of a certain Promissory Note(s) indicated below, executed by Terrence G. Amrein, Melissa Amrein, and Leola H. Amrein by Terrence G. Amrein under recorded Power of Attorney

(hereinafter called the "Borrower"):

PROMISSORY NOTE(S)

Date of Note(s)	Principal Amount	Interest Rate	Final Maturity
* March 23, 1978	$11,000.00	3%	January 1, 1985
March 23, 1978	$44,000.00	8%	January 1, 2019

* paid in full on May 25, 1980, from proceeds of this agreement.

WHEREAS, the sum remaining owing on the foregoing Promissory Note(s) is secured by a Real Estate Mortgage(s), as indicated below, in favor of the Government, covering land involved in the sales agreement hereafter identified and other land, which was recorded in Sublette County, Wyoming.

REAL ESTATE MORTGAGE(S)

Date of Mortgage(s)	Date Recorded	Book	Page
March 23, 1978	March 23, 1978	30 of Mortgages	1

WHEREAS, the Borrower on January 30, 1980, entered into a Real Estate Sales Agreement (Contract for Deed) for the sale by Borrower to Fidel Nabor and Marcella Nabor, husband and wife, (hereinafter called the "Purchaser"), of a portion of the real property described in the foregoing Real Estate Mortgage(s), to wit:

Attached hereto as Exhibit A (3 pages).

185924

RECORDED August 4 1981 1:30 P M.
IN BOOK 34 Mtg PAGE 202
FEES $18.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Lyle Bradley McWilliams

289

WHEREAS, the mortgage(s) to the Government provides that neither said property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, without the written consent to the Government, and the Borrower and the Purchaser have requested the Government's consent to said Agreement providing for the sale of the property described therein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, and as an inducement to the Government to give said consent, the Borrower does hereby sell, assign, transfer and convey to the Government all of the Borrower's right, title, and interest as vendor in and to said Agreement, including One Hundred percent (100 %) of all payments to be made by the Purchaser pursuant to the provisions of the Agreement, except those monies released for lawful purposes. The down payment after selling costs and legal expenses amounted to $31,500.00 and was applied to the 3% loan described above, paying said note in full. The balance was applied to the 8% note.

The Purchaser is hereby instructed to forward the remittances to the Government addressed: County Supervisor, Farmers Home Administration, P. O. Box 1907, Jackson, Wyoming 83001.

or to such other person or address as may be designated in writing by the State Director, Farmers Home Administration.

The Borrower does hereby covenant that he has made no other assignment or encumbrances of said property, or said Agreement or installment payments thereon except as indicated above.

The Government does hereby consent to the Agreement and agrees with the Purchaser and the Borrower that upon payment of the full

[redacted] [redacted] [redacted]

umpaid purchase price, plus interest, of the parcel of land being sold pursuant to the Agreement, the Government will execute and deliver to the Purchaser a release of the Government's mortgage lien on the land referred to above being sold to the Purchaser. * It is further emphasized, however, that the mortgage(s) to the Government shall remain in full force and effect on all of the land and water rights described therein until such time as the amounts owing the Government are paid in full, or, as to the parcel of land being sold, until the purchase price has been paid in full and said release is delivered by the Government. This consent by the Government to said Agreement and the approval of the provisions thereof do not constitute a consent by the Government to an assignment by the Purchaser of Purchaser's interest in the Agreement or in the land therein being purchased. In the event the Purchaser desires to make such an assignment, Purchaser must first obtain from the Government its written consent thereto.

It is further understood that the Government assumes no responsibility under any of the provisions of the Agreement other than to receipt for sums paid to the Government pursuant to the terms of said Agreement and of this instrument. It is understood that all amounts received by the Government under the Agreement and this instrument will be applied as extra payments to the principal and interest of the above Promissory Note(s), in favor of the Government, in such manner as may be prescribed by the regulations of the Farmers Home Administration at the time such payments are received. Nothing in this instrument is to be construed as modifying the terms of payment required to be made pursuant to the Promissory Note(s) and Real Estate Mortgage(s) in favor of the Government.

* A partial release is being granted at the time of execution of this agreement on a certain 10-acre tract.

IN WITNESS WHEREOF, the Borrower, the Purchaser, and the Government have executed this instrument in triplicate this 24 day of JUNE, 1981.

Leola H. Amrein
by Terrence G. Amrein
under recorded Power
of Attorney

Terrence G. Amrein (Borrower)

Melissa Amrein (Borrower)

Fidel Nabor (Purchaser)

Marcella Nabor (Purchaser)

UNITED STATES OF AMERICA

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

ACKNOWLEDGMENTS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Terrence G. Amrein, Melissa Amrein, and Leola H. Amrein by Terrence G. Amrein under recorded Power of Attorney (Borrower), this 24 day of JUNE, 1981.

WITNESS my hand and official seal.

(S E A L)

Rebecca S Roots
Notary Public

My commission expires: 9/29/84

STATE OF ~~WYOMING~~ CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me by Fidel Nabor and Marcella Nabor, husband and wife (Purchaser), this 2nd day of JULY, 1981.

WITNESS my hand and official seal.

(S E A L)

Notary Public

My commission expires: 1-28-83

OFFICIAL SEAL
ELBA G. AVILA
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Ja... 1983

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this 15 day of July, 1981, before me, the undersigned duly qualified and acting Notary Public in and for said State, personally appeared JON C. JONES, to me well known to be the person whose name is subscribed to the foregoing instrument as the County Supervisor for Sublette County, Wyoming, of the Farmers Home Administration, 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 last and year last above written.

(SEAL) LAURA L. WILSON NOTARY PUBLIC TETON COUNTY, WYOMING

Laura L. Wilson
Notary Public

My commission expires: 1-30-83

RECEIPT AND CONSENT

Receipt of this Assignment and the assigned original note(s) and mortgage(s) and consent by the Government to the sale of the real property as disclosed by the foregoing instrument is hereby given this 15th day of July, 1981.

UNITED STATES OF AMERICA

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

RECEIPT

Receipt of a copy of this Assignment is acknowledged by Fidel Nabor and Marcella Nabor, husband and wife (Purchaser), on this 20th day of July, 1981, who hereby agree to make the payments on said note(s) and mortgage(s), hereinabove assigned, to the County Supervisor, Farmers Home Administration, _____, Wyoming, until such time as the said Purchaser is notified in writing of the reassignment of said note(s) and mortgage(s) to the Borrower.

Fidel Nabor (Purchaser)

Marcella Nabor (Purchaser)

EXHIBIT A

That part of the SE1/4SW1/4 and NE1/4SW1/4 of Section 33, T38N, R113W, Sublette County, Wyoming described as follows:

BEGINNING at the northwest corner of the said NE1/4SW1/4;

Thence N89°-37.3'E, 75.29 feet along the north line of said NE1/4SW1/4 to an intersection corner on the west right-of-way line of State Highway 187-189;

Thence along said right-of-way line as follows:

Thence S15°-24'E, 383.01 feet to Station P.S. 819+94.6 - 50' right (WHD Rec.);

Thence Southeasterly, 613 feet, more or less, with chord of S25°-09.7'E, 600.11 feet, along a spiralized curve parallel and 50.0 feet to the right of the center-line of said Highway, with record center-line curve data as follows:

Circular delta - 9°-23' Circular degree of curve - 5° left; Circular length of curve - 187.7 feet; Spiral degree of curve - 5° left; Spiral length of curve - 200 feet;

Total delta - 19°-23' and Total Length of Tangent - 295.9 feet to Station P.S.T. 825+73.4 BK - 825+82.3 A.H. - 50' right;

Thence S34°-47.1'E, 515.52 feet to a point;

Thence S89°-38'W, 711.16 feet to an intersection with the west line of the said SE1/4SW1/4;

Thence N00°-38.8'W, 1359.96 feet along the west line of the said NE1/4SW1/4 and SE1/4SW1/4 to the CORNER OF BEGINNING;

ENCOMPASSING an area of 10.00 acres, more or less;

Each corner marked by a 2" galvanized steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING" and appropriate details;

Reserving and accepting therefrom, however, all of the mineral rights in the property for the GRANTORS, their heirs, executors and assigns, this reservation being understood to include by its terms, oil, gas, and any other minerals on, in and under the property conveyed. Such reservation of rights is subject to the condition precedent that the Grantors or their heirs, executors, assigns must obtain the prior written consent of the Grantees or their heirs, executors and assigns, as the case may be, before commencing any operation of any kind or character upon said land, either in exploration for or in the production of any such minerals.

All in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County dated 19 December 1979 and revised 15 January 1980.

EXHIBIT A

All of Lot 3 and part of the NW1/4SE1/4 and NE1/4SW1/4 of Section 4, T37N, R113W and part of the SE1/4SW1/4 of Section 33, T38N, R113W, Sublette County, Wyoming described as follows:

BEGINNING at the north one-quarter corner of said Section 4;

Thence S00°-12'-11"E, 247.13 feet along the east line of said Lot 3 to the southeast corner identical with the northwest corner of that tract of record in the Office of the Clerk of Sublette County in Book 15 of Deeds on page 483;

Thence S34°-47.1'E, 59.68 feet along the westerly line of said tract to a corner;

Thence S89°-51.2'W, 1348.06 feet parallel to the south line of said Lot 3 to a corner intersection with the west line of said NE1/4SW1/4;

Thence N00°-02.9'E, 49.10 feet along said west line to the southwest corner of said Lot 3;

Thence N00°-34'-31"E, 242.12 feet along the west line of said Lot 3 to the northwest corner;

Thence N00°-38.8'W, 39.54 feet along the west line of said SE1/4SW1/4 to a point;

Thence N89°-38'E, 1244.81 feet parallel to the north line of said Lot 3 to an intersection with the west line of that tract of record in Book 8 of Deeds on page 443;

Thence S00°-28.1'E, 39.54 feet along said west line to a corner on the said north line;

Thence N89°-38'E, 66.00 feet along said north line to the CORNER OF BEGINNING;

ENCOMPASSING an area of 10.00 acres, more or less;

Each corner marked by a 2" galvanized steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING" and appropriate details;

Reserving and excepting therefrom, however, all of the mineral rights in the property for the GRANTORS, their heirs, executors and assigns, this reservation being understood to include by its terms, oil, gas, and any other minerals on, in and under the property conveyed. Such reservation of rights is subject to the condition precedent that the Grantors or their heirs, executors, assigns must obtain the prior written consent of the Grantees or their heirs, executors and assigns, as the case may be, before commencing any operation of any kind or character upon said land, either in exploration for or in the production of any such minerals.

All in accordance with the map prepared and filed for record in the Office of the Clerk of Sublette County dated 19 December [illegible] and revised 15 January 1980.

EXHIBIT A

That part of the SE1/4SW1/4 of Section 33, T38N, R118W, Sublette County, Wyoming described as follows:

COMMENCING at the southwest corner of that tract of record in the Office of the Clerk of Sublette County in Book 8 of Deeds on page 443 on the south line of the said SE1/4SW1/4, S89°-38'W, the base bearing for this survey, 66.0 feet from the south one-quarter corner of said Section 33;

Thence N00°-28.1'W, 39.54 feet parallel with and westerly, 66.0 feet, of the east line of the said SE1/4SW1/4 and identical with the west line of said tract of record in Book 8 to the CORNER OF BEGINNING;

Thence S89°-38'W, 1244.81 feet parallel to the south line of the said SE1/4SW1/4 to an intersection corner with the west line of the said SE1/4SW1/4;

Thence N00°-38.8'W, 1217.72 feet along said west line to a corner;

Thence N89°-38'E, 711.16 to an intersection corner with the westerly right-of-way line of State Highway 187-189;

Thence S34°-47.1'E, 953.30 feet along said westerly right-of-way line to an intersection corner with the west line of said tract of record in Book 8; thence S00°-28.1'E, 431.30 feet along said west line to the CORNER OF BEGINNING;

ENCOMPASSING an area of 30.00 acres, more or less;

Each corner marked by a 2" galvanized steel pipe with brass cap appropriately inscribed;

Reserving and excepting therefrom, however, all of the mineral rights in the property for the GRANTORS, their heirs, executors and assigns, this reservation being understood to include by its terms, oil, gas, and any other minerals on, in and under the property conveyed. Such reservation of rights is subject to the condition precedent that the Grantors or their heirs, executors, assigns must obtain the prior written consent of the Grantees or their heirs, executors and assigns, as the case may be, before commencing any operation of any kind or character upon said land, either in exploration for or in the production of any such minerals.

All in accordance with the map prepared and filed in the office of the Clerk of Sublette County for TERRENCE AMREIN dated 19 June 1980.

MORTGA[redacted]D—FORM NO. 4½ [redacted] [redacted] KENDAH 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT A. POST and MELVA A. POST, husband and wife,

mortgagorS., of Sublette County, State of Wyoming, to secure the payment of Forty-Two Thousand Nine Hundred Seventy-Five and No/00 Dollars, due 8/3/82 with interest from 8/3/81 at the rate of eighteen (18%) per cent per annum, payable at maturity ~~annually~~ evidenced by one promissory note, of even date herewith, $42,975.00 plus interest at the rate of 18% due 8/3/82

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE
P. O. Box 519
Pinedale, Wyoming 82941

mortgagee, whose address is

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

As per Exhibit A, attached hereto and by this reference made a part hereof.

185929

RECORDED County 1 1981 at 3:45
IN BOOK 34 Misc PAGE 290
FEES $8.00 Karen D Clarke COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Dorothy M Schoon

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 3rd day of August A. D. 1981.

In the presence of

Robert A. Post
Melva A. Post

Released BK 14 Rel. @ Pg. 354 290

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State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert A. Post, and Melva A. Post, this 3rd day of August, 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, $ ...

EXHIBIT A

TOGETHER WITH the garage now on said premises, but specifically excluding the cabin, woodshop and house now located thereon.

A tract of land described as follows, to-wit: Beginning at the southwest corner of the W½SW¼NW¼, Section 15, Township 32 North, Range 108 West, P. M. Wyoming, thence generally north along the west line of said Sect. 777 feet to the point of beginning of this traverse, thence generally east along a line parallel to the north line of said Section 208 feet, thence generally south along a line parallel to the west line of said Section 104 feet, thence generally west along a line parallel to the north line said Section 208 feet, thence generally north along the west line of sa Section 104 feet to the point of beginning, being a portion of the W½SW NW¼, Section 15, Township 32 North, Range 108 West 6th P. M., Wyoming;

and

A tract of land situated in the W½SW¼NW¼, Section 15, Township 32 North Range 108 West, more particularly described as follows, to-wit: Beginning at the Southwest corner of the SW¼NW¼ of Section 15; thence North along the West line of said Section 673 feet; thence East along a line parall to the South line of said Section 208 feet to the point of beginning of this traverse; thence North along a line parallel to the West line of s Section 312 feet to a point; thence East along a line parallel to the S line of said Section 207 feet to a point; thence North along a line par llel to the West line of said Section 105 feet to a point; thence East along a line parallel to the South line of said Section 245 feet to a point; thence South along a line parallel to the West line of said Sect 417 feet to a point; thence West along a line parallel with the South l of said Section 452 feet to the point of beginning.

293 Assigned Bk 34 Pg 460
Released Book 15, Page 619.

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 John J. and Bernadette Majhanovich husband and wife herein designated as Mortgagor, of Box 1095 Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Sixty seven thousand five hundred and no/00----------Dollars ($ 67,500.00), 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 Seven hundred four and .70/00----------Dollars ($ 704.70), commending on the first day of September, 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 August 1, 2006, hereby mortgages to said Mortgagee, the following described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 1 Block 4, Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming.

186004

RECORDED August 5 19 81 11:24 M
IN BOOK 34 Mtg PAGE 293
FEES $ 5.00 Lois J. Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy Melissa

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 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 15.5 % (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 Bernadette Majhanovich wife of the said John J. Majhanovich 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 3rd day of August, 19 81

In the presence of—

JOHN J. MAJHANOVICH

BERNADETTE MAJHANOVICH

THE STATE OF WYOMING)
) ss:
COUNTY OF Lincoln)

On this 3rd day of August, 19 81, before me personally appeared

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

Given under my hand and Notary seal, this 3rd day of August, A.D. 1981

C. Malia Jacobs
Notary Public
County of Lincoln
State of Wyoming
My Commission Expires: Apr. 8 1985
SEAL

My Commission expires

C. Malia Jacobs
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

RETURN T[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

JAMES P. McGREGOR and JEAN McGREGOR, husband and wife

and appears recorded in book 34 of mortgages, beginning at page 228 in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property described as follows:

LOT 1, MILLEG ADDITION TO THE TOWN OF BIG PINEY, SUBLETTE COUNTY WYOMING

186014

RECORDED Aug 6 1981 5:00 P.M
IN BOOK 34 MTG PAGE 296
FEES 4.00 Lois Lee York COUNTY CLERK
SUBLETTE COUNTY, Clerk

By Dorothy McGuire

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 31st day of July 19[illegible]

RAINIER MORTGAGE COMPANY

By [signature]
Assistant Vice President

MORTGAGE CORPORATE SEAL

Corporate Seal

STATE OF WASHINGTON
COUNTY OF KING

The foregoing instrument was acknowledged before me by CAROLE K. CLAASSEN, Asst. Vice President

this 31st day of July ,19[illegible]

Witness my hand and official seal.

My Commision expires: [illegible]

[signature]

Notary Public in and for said County and State

296

297 Assigned Bk 34 Pg 461
Released Bk. 14 Rel. @ Pg. 245

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

This form is used in connection with mortgages insured under the [illegible] program of the National Housing Act.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Nancy Palubiak, a single woman

herein designated as Mortgagor, of Box 1114 Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Thirty three thousand and no/00---------- Dollars ($ 33,000.00), with interest at the rate of Eleven and 7/8 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 forty four and .52/00---------- Dollars ($ 344.52), commending on the first day of September, 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 August 1, 2006, hereby mortgages to said Mortgagee, the following described real estate, situated in Sublette County, State of Wyoming, to wit:

A tract of Land located in the South ½ of Lot 1 Section 1 T. 33 N., R. 110W., 6th P.M. Sublette County and more particularly described as follows:

Beginning at the southwest corner of said Lot 1; thence, from said point of beginning, N.00°04'21"E., along the west boundary of said Lot 1 a distance of 666.01 feet; thence, S.89°56'51"E., along the north boundary of said S½ of Lot 1 a distance of 543.76 feet; thence, S.34°35'33"E., along the southwest boundary of a trail, a distance of 179.34 feet; thence, S.55°38'40"E., along said southwest boundary of trail, a distance of 43.01 feet; thence, S.00°02'11"W., a distance of 491.73 feet; thence, S.89°50'32"W., along the south boundary of said S½ of Lot 1 a distance of 681.62 feet to the point of beginning.

186023

August 7 81 4:20 P.M.
IN BOOK 34 Mtg PAGE 297
FEES $ 6.00 Paid
Gayle Hancock Lyle Anderson
SUBLETTE COUNTY, PINEDALE, WYOMING
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 the date when such 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 (1/12th) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

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

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

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and said property shall be continuously maintained in good and sightly order (repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

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

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within 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 15.5 % (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 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) has hereunto set her hand(s) this day of 4th August , 19 81

In the presence of:

NANCY PALUBIAK

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

On this 4th day of August , 19 81, 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 apart from her husband signed the same while so separate and apart.

Given under my hand and Notary seal, this 4th day of August , A D 19 81

C. Malia Jacobs
County of
Lincoln
My Commission Expires
Notary Public
State of
Wyoming
Apr. 8 1985

C. Malia Jacobs
Notary Public

STATE OF WYOMING)
) ss:
COUNTY OF)

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

County Clerk and ex officio Register of Deeds

Fee: $ By
Deputy

[redacted] [redacted] [redacted]

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 on behalf of SUBLETTE [illegible]

CENTER, a corporation organized and existing under the laws of the State of Wyoming with principal place of business in Sublette County, Wyoming [illegible]

P. O. Box 278, Pinedale, Wyoming [illegible]

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 [illegible] 82601, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "Note," executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	[illegible]
August 11, 1981	$1,000,000.00	5%	[illegible]

(If the interest rate is less than _____% for farm ownership or operating loan(s) secured by this instrument, 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 transfer 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 the 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 each covenant and agreement of Borrower contained herein or in any supplementary agreement hereto, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Wyoming:

County(ies) of Sublette

A tract of land located in the E½SW¼SW¼ of Section 34, T. [illegible] W., 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at a point which bears South, a distance of 35.00 feet and S. 89°39'56" E., a distance of 20.00 feet from the northeast corner of the Cooley Tenth Addition to the Town of Pinedale, a subdivision of land recorded in the office of the Clerk of Sublette County, Wyoming; thence from said point of beginning, continue S. 89°39'56" E., a distance of 220.00 feet; thence, proceed south, a distance of 392.00 feet [illegible]

west boundary of the Faler Addition to the Town of Pinedale, a subdivision of record in the office of the Clerk of Sublette County, Wyoming; thence, proceed N. 89°39'56" W., a distance of 220.00 feet; thence, proceed North a distance of 392.00 feet to the point of beginning.

* * * * *

Subject to exceptions and reservations contained in patents from the United States.

Subject to existing easements for roads, highways, ditches, canals, laterals, and power and transmission lines.

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 hereafter attached thereto or reasonably necessary to the use thereof, including but not limited to, ranges, refrigerators, clothes washers, all floor coverings 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, condemnation or taking 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 such TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

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

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

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated [illegible] 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 payments made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order that 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 receipts or other demand receipts evidencing such payments.

[redacted] keep the property in[redacted]d as required [redacted] [redacted]der insurance policie[redacted] proved by the [redacted]ment and, at its request, to deliver such policies to the Government.

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

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

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

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

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

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

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

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

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

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

(26) This instrument also secures the obligations and covenants of Borrower set forth in Loan Resolution ofJanuary 2, 1981, which is hereby incorporated herein by reference.

186102

RECORDED Aug 11 AS 81 11461 RM
IN BOOK 34 Mtg PAGE 300
FEES $10.00 State of Utah COUNTY CLERK
SUBLETTE CO[illegible] [illegible]ALE, WYOMING
by Dorothy [illegible]

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this

11th day of August, 19 81.

(S E A L) # 152429.

SUBLETTE COUNTY RETIREMENT CENTER

By: Howard R. Smith
Howard R. Smith, President

Attest:

Ann B Gayle
Ann B. Gayle, Secretary

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by HOWARD R. SMITH, President, of SUBLETTE COUNTY RETIREMENT CENTER, , this 11th day of August, 19 81.

Witness my hand and official seal.

Notary Public

(SEAL)

My commission expires: June 4, 1982

MORTGAGE DEED—FORM NO. 4-A

[redacted] [redacted] [redacted]

MORTGAGE

THIS MORTGAGE, made this 11th day of August, 19 81, between Bruce Karl Kerback and Patricia Maria Kerback, 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 Thirty 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.

It is agreed by mortgagor and mortgagee that, in addition to the original note and the obligation mentioned above, this mortgage shall secure all further loans or indebtedness owed or to be owed by mortgagor to mortgagee, provided that such loans or indebtedness shall be made or accrue on or before August 11, 1982, and further provided that the maximum amount secured by this mortgage now or at any time hereafter shall not exceed Thirty Thousand and No/100 ($30,000.00) Dollars. The obligation of mortgagee to make further or future advances or re-advances shall be optional with mortgagee, and such advances or re-advances may be made under the provisions hereof to the present or to any future owner of the mortgaged premises and shall be fully secured hereby, and fully subject to all of the covenants, terms and conditions hereof.

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

Bruce Karl Kerback

Patricia Maria Kerback

INDIVIDUAL ACKNOWLEDGMENT

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

On this *11th* day of *August*, 19*81*, before me personally appeared

Bruce Karl Kerback and Patricia Maria Kerback, husband and wife,

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

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

My commission expires: *May 24, 1985*

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:

307 Rec'd Bk 12 pg 67

MORTGAGE

THIS MORTGAGE is made this 11th day of August, 19 81, between the Mortgagor, Jeffrey S. & Donna B. Guthrie, 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 1400 Dewar Drive, Rock Springs, WY 82901 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of 4,659.79 Dollars, which indebtedness is evidenced by Borrower's note dated August 11, 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 August 11, 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 Sweetwater, State of Wyoming:

LOT 18 B B VILLAGE SUBDIVISION, SUBLETTE COUNTY, WYOMING

136110

RECORDED Aug 12 1982 8:45 AM
IN BOOK 34 Mtg PAGE 307
FEES $10.00 Dorothy Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

which has the address of Pinedale, WY 82941 [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.

X Jeffrey S. Guthrie
Jeffrey S. Guthrie — Borrower

X Donna B. Guthrie
Donna B. Guthrie — Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this 11th of August 1981 by
(date)

Jeffrey S. Guthrie and Donna B. Guthrie
(person acknowledging)

My Commission expires: 7-28-84

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)

311 Real Estate 393

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, CHEYENNE 14130-2

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Richard R. Wenz and Georgia Wenz, husband and wife

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

Ten thousand dollars and no/100 Dollars, due S/P

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 hereby mortgage to

State Bank of Big Piney

mortgagee, whose address is Box 428

Big Piney, Wyoming

the following described real

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

Lots twenty three (23) and twenty four (24) Block twenty seven (27), Marbleton Townsite, County of Sublette, Wyoming.

186130

RECORDED August 13 1981 4:15 P M
IN BOOK 34 Misc PAGE 311
FEES $ 4.00 Lou D. Yack COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKinnon

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 3rd day of August 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 Richard Wenz, Georgia Wenz, , ,

this 3rd day of August, 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

clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

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

By

Deputy Clerk

No.

Fees, $

312

313

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 LAURIE D. MORSS, a single woman,

residing in SUBLETTE County, Wyoming, whose post office address is

P.O. BOX 358 PINEDALE, Wyoming, 82941,

herein called "Borrower," and

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
8/17/81	$47,500.00	13.25%	8/17/2014

(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 2 Block 2 Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; 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 Book 33 of Miscellaneous, page 678, office of the County Clerk.

186195

RECORDED August 17 1981 2:00 P M
Book 34 Misc PAGE 313
FEES $10.00 Laird York 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 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.

y 2

3/82

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

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

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

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

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

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

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

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

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

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

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

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

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

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement 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 17th day of August, 19 81.

Laurie D. Morss

ACKNOWLEDGMENT

STATE OF WYOMING
} ss:
COUNTY OF SUBLETTE

The foregoing instrument was acknowledged before me by Laurie D. Morss

, ,

, this 17th day of August, 19 81.

Witness my hand and official seal.

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

(SEAL)

Edwin R. Adams
Notary Public

My commission expires: July 28, 1984

#81191

MORTGAGE

THIS MORTGAGE is made this ..... 30th ..... day of ..... June ....., 19 81, between the Mortgagor, ... Harvey T. Graham and Nancy Graham ..... (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 ..... 716 Pine Avenue, Kemmerer, Wy ... 83101 ..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of .. Fifty seven thousand five hundred and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated .... June 30, 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 ..... July 5, 2001 ....;

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) and Four (4), Multiplex Addition-Phase 1 to the Town of Marbleton, County of Sublette, State of Wyoming, according to that Plat recorded _____, as recorded in Book _____, Page _____.

186197

RECORDED August 17 19 81 2:00 P M
IN BOOK 34 Mtg PAGE 317
FEES $10.00 Lana Yake 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.

Rel'd Bk 11 pg 530 Wyo Natl'l

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.

Harvey T Graham
.....
—Borrower

Nancy Graham
.....
—Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this June 30, 1981 by
(date)

Harvey T. Graham & Nancy Graham
(person acknowledging)

My Commission expires: NOTARY PUBLIC

Debra K. Hatches
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

#81192 [redacted] [redacted] [redacted]

MORTGAGE

THIS MORTGAGE is made this .....30th.....day of...June....., 19..81., between the Mortgagor,.....Richard .A,. Costello .and. Sharon .Costello..... .....(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..... .716. Pine. Avenue,. Kemmerer,. Wy,.. 83101.....(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of. Fifty .seven. thousand. five .hundred .and no/100----------Dollars, which indebtedness is evidenced by Borrower's note dated.... June. 30,. 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.....July. 5,. 2001..... .....;

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 Two (2) and Five (5), Multiplex Addition-Phase 1 to the Town of Marbleton, County of Sublette, State of Wyoming, according to that Plat recorded _____ as recorded in Book _____, Page _____.

186199

RECORDED August 17 1981 2:00 P M
IN BOOK 34 Mtg PAGE 321
FEES $10.00 Lois J Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

[redacted] [redacted] [redacted]

[redacted] Lender's written agreement or applicable law. Borrower [redacted] the amount of all mortgage insurance [redacted] 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.

Richard A. Costello
—Borrower

Sharon Costello
—Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this June 30, 1981 (date) by

Richard A. Costello & Sharon Costello
(person acknowledging)

My Commission expires: 4-8-81

Debra K. Hatches
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

#81193

MORTGAGE

THIS MORTGAGE is made this ....30th.... **day of** ...June....., **19** .81., **between the Mortgagor,** .....John. L. .Tanner. and .Shirley. .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** ..... .716. Pine .Avenue, .Kemmerer, .Wy... 83101.....**(herein "Lender").**

WHEREAS, Borrower is indebted to Lender in the principal sum of .Fifty .seven .thousand .five .hundred .and no/100----------**Dollars, which indebtedness is evidenced by Borrower's note dated** ...June .30, .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** .....July .5, .2001..... .....;

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 Three (3) and Six (6), Multiplex Addition-Phase 1 to the Town of Marbleton, County of Sublette, State of Wyoming, according to that Plat recorded _____, as recorded in Book _____, Page _____.

186301

RECORDED August 17 1981 2:00 P M
IN BOOK 34 Mtg PAGE 325
FEES $10.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McGuire

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.

Rlsd Bk 11 Pg. 531

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] the amount of all mortgage insurance [redacted] 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.

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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.

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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.

John L. Tanner
—Borrower

Shirley Tanner
—Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this June 30, 1981 (date) by John L. Tanner & Shirley Tanner (person acknowledging)

My Commission expires:

Debra K. Hatches
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE HIL[redacted]IGAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM R. TANNER and HELEN R. TANNER, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Twenty Thousand and No/100 - - ($20,000.00) - - - - Dollars, due 8/20/86 with interest from 8/19/81 at the rate of eighteen (18%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 60 monthly payments of $507.87 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:

Lots 5, 6, 7 and 8, Block 3, Townsite of Marbleton as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deed for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

186229

RE[illegible] August 19 1981 2:45 P M
IN B[illegible] 34 Bkly PAGE 329
FEES 6.00 Lois L Yake COUNTY CLERK
[illegible] COUNTY, PINEDALE, WYOMING
by Dorothy M'Elwee

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 August A. D. 19 81.

In the presence of

William R. Tanner

Helen R. Tanner

Rlse Mtg. Book 12, Page 706
RISE Book 13, P. 260

329

State of Wyoming
County of Sublette } ss.

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

this 19th day of August, 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 } 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]

MORTGAGE [redacted]—FORM NO. 4½

THE MILLS COMPANY, 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 FORTY-FOUR THOUSAND and No/100 - -($44,000.00) - - Dollars, due 7/15/91 with interest from 7/15/81 at the rate of eighteen (18%) per cent per annum, payable monthly included in payments evidenced by two promissory note~~s~~ ~~of even date herewith~~, payable in 120 monthly payments of $792.83 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 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.

186230

RECORDED August 19 1981 2:45 PM
IN BOOK 39 Mtg PAGE 331
FEES $ 6.00 Lois J Yeik 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 15th day of July A. D. 19 81.

In the presence of

Joseph A. Edwards

Patsy R. Edwards

Mtg Rese Book 13, Pg. 193

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Joseph R. Edwards and Patsy R. Edwards,

this 11th day of August, 1981.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: January 8 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 ... Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $...

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JAMES T. MARIANO and BEVERLY MARIANO, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of One Hundred Thousand and No/100 - -($100,000.00) - Dollars, due 8/20/96 with interest from 8/14/81 at the rate of fourteen (14%) per cent per annum, payable monthly ~~annually~~ included in payment evidenced by one promissory note, of even date herewith, payable in 180 monthly payments of $1,331.75 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 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 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 Restrictions Governing Scenic View Subdivision recorded in Book 36 of Miscellaneous, page 363, office of the County Clerk on 2/7/80.

136231

RECORDED August 19 1981 2:45 PM
IN BOOK 34 Mtg PAGE 333
FEES $6.00 Laura J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Williams

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 14th day of August A. D. 1981

In the presence of

James T. Mariano

X Beverly Mariano

Released BK 13 Rls Pg 516

333

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by James T. Mariano and Beverly Mariano,

this 14th day of August, 1981.

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, $

[redacted] [redacted] Loan # 008-3000006 [redacted]

MORTGAGE

THIS MORTGAGE is made this 11th day of August, 19 81 between the Mortgagor, Nicholas E. Hakiel and Bridget M. Hakiel, 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 state of Wyoming, whose address is #1 Rocky Mountain Plaza Cheyenne, Wy. 82001 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-One Thousand ans no/100 ---------- Dollars, which indebtedness is evidenced by Borrower's note dated August 11, 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 1, 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:

LOT 15 OF THE HALF MOON MOUNTAIN SUBDIVISION, SECOND FILING, SUBLETTE COUNTY, WYOMI

186248

RECORDED August 21 1981 3:30 PM
IN BOOK 34 Mtg PAGE 335
FEES $10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Skeen

which has the address of Star Route 2 [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, except for encumbrances of record, 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.

335 rlsd bk 11 pg 413

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. 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.

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. 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 grounds 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; 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, subject to the terms of any mortgage which has priority over this mortgage, 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

15. Uniform Mortgage; Governing Law; Severability. This 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. 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 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 Propety pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note

and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

24. 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.

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.

Nicholas E. Hakiel — Borrower

Bridget M. Hakiel — Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this 11th day of August (date) by Nicholas E. and Bridget M. Hakiel, Husband and Wife (person acknowledging)

My Commission expires:

June 6, 1983

Beverly J. Dobyns Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE, made this 21st day of August, 1981, between Andrew A. Harrower and Anna Mae Harrower, husband and wife,

of Sublette 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 One Hundred Twenty-five 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 *One Hundred Twenty-five 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.

Andrew A. Harrower

Anna Mae Harrower

INDIVIDUAL ACKNOWLEDGMENT

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

On this *21st* day of *August*, 19*81*, before me personally appeared

Andrew A. Harrower and Anna Mae Harrower, husband and wife,

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

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

My commission expires: *May 24, 1985*

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:

342

(AQPNM to Bank-Wyoming Mtg.)

Sublette Co, Wy.

SIXTH SUPPLEMENT
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

This Sixth Supplement made and entered into as of the 8th day of June, 1981, by and between AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, a New Mexico corporation, with an office at 2500 Fort Worth National Bank Building, Fort Worth, Tarrant County, Texas 76102 ("Mortgagor"), and THE FORT WORTH NATIONAL BANK, a national banking association, whose principal office and place of business is located at 500 Throckmorton Street, Fort Worth, Tarrant County, Texas 76102 ("Mortgagee"), joined herein by U. S. Quasar Venture 1974-2 and U. S. Quasar Partnerships No. 1976-1, No. 1976-2, No. 1978-1, and No. 1979-2 and all of the general partners thereof, for the purposes set out in the Joinder and Ratification Clause appearing at the end of this document;

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore executed and delivered to Mortgagee a certain Mortgage, Assignment of Production and Security Agreement dated March 10, 1978 (the "Base Mortgage"), said Base Mortgage being recorded in Book 26 at Page 264 of the Records of Park County, Wyoming, a certain First Supplement thereto dated May 31, 1978 (the "First Supplement"), said First Supplement being recorded in Book 30 at Page 241 of the Records of Park County, Wyoming, a certain Second Supplement dated December 15, 1978 (the "Second Supplement"), said Second Supplement being recorded in Book 689 at Page 57 of the Mortgage Records of Converse County, Wyoming, a Third Supplement dated June 22, 1979 (the "Third Supplement"), said Third Supplement being recorded in Book 43 at page 263 of the Records of Park County, Wyoming, Book 709 at page 226 of the Records of Converse County, Wyoming and Book 338 at page 423 of the Records of Big Horn County, Wyoming, a certain Fourth Supplement thereto dated September 12, 1980, (the "Fourth Supplement"), said Fourth Supplement being recorded

186414

RECORDED August 31 1981 8:00A M
IN BOOK 34 Misc PAGE 342
FEES $1.38 Lavina York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

(Item 22)

[redacted] [redacted] [redacted]

in the following indicated records of the following counties in Wyoming:

COUNTY	VOLUME	PAGE
Park		
Converse		
Big Horn		

and a certain Fifth Supplement thereto dated September 30, 1980, (the "Fifth Supplement"), said Fifth Supplement being recorded in the following indicated records of the following counties in Wyoming:

COUNTY	VOLUME	PAGE
Park	55	853
Converse	744	420
Big Horn	351	462

(the base Mortgage and First, Second, Third, Fourth and Fifth Supplements thereto being hereinafter collectively referred to as the "Original Mortgage"); and

WHEREAS, in accordance with that certain Loan Agreement of even date with this Sixth Supplement between Mortgagor, as Borrower, and Mortgagee, First Interstate Bank of California, The Bank of New York, Continental Illinois National Bank and Trust Company of Chicago, Bank of Montreal (California), The First National Bank of Fort Worth and Continental National Bank of Fort Worth, the notes described in the Original Mortgage have been renewed and extended and additional funds have been and may be advanced by Mortgagee to Mortgagor under the provisions of the Original Mortgage; and

WHEREAS, Mortgagor has agreed to grant to Mortgagee its interest in certain oil and gas properties situated in Sublette County, Wyoming, which interests and properties are described in Exhibit "A" attached hereto, to further secure the indebtedness of Mortgagor to Mortgagee described in the Original Mortgage;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) to Mortgagor in hand paid by Mortgagee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Paragraph (a) of Section 2.01 of Article II of the Original Mortgage is hereby amended by deleting subparagraphs (i) through (ii) and substituting the following in lieu thereof:

"(i) That certain Promissory Note, of even date with Sixth Supplement to this Mortgage Assignment of Production and Security Agreement, executed and delivered jointly by Mortgagor and American Quasar Petroleum Co., a Texas corporation, in the principal amount of EIGHTEEN MILLION FOUR HUNDRED THIRTY THOUSAND ($18,430,000) AND NO/100 DOLLARS, bearing interest as therein provided payable to the order of Mortgagee at its offices in Fort Worth, Texas, on or before June 30, 1986.

(ii) That certain Promissory Note dated of even date with Sixth Supplement to this Mortgage Assignment of Production and Security Agreement executed and delivered jointly by Mortgagor and American Quasar Petroleum Co., a Texas Corporation, in the principal amount of SEVENTY FIVE MILLION ($75,000,000) AND NO/100 DOLLARS, bearing interest as therein provided payable to the order of Mortgagee at its offices in Fort Worth, Texas, on or before June 30, 1986."

2. Effective as of the date hereof, the promissory notes described in paragraph 1 above shall be and hereby are considered to be a part of the indebtedness secured by the Original Mortgage and entitled to all the security and benefits thereof.

3. Mortgagor does hereby grant, bargain, sell, convey, mortgage and confirm as and by way of a first, fixed and specific mortgage, pledge and charge unto Mortgagee, and to its successors and assigns, the right, title and interest of Mortgagor in and to the oil, gas and mineral leases, leasehold estates and lands described and set forth in Exhibit "A" attached hereto, which is hereby made a part hereof for all purposes and any and all other rights, titles, and interests which Mortgagor may own in, to or under said leases, leasehold estates and lands, including all contract rights, powers, privileges, and other properties and rights pertaining thereto, together with its entire right, title and interest in and to all wells and personal property, fixtures and equipment situated thereon and used or obtained in connection therewith and together with all of the Mortgagor's right, title and interest in and to the net interest in production of Mortgagor as described and set forth

[redacted] [redacted] [redacted]

in Exhibit "A" (subject to the Assignment of Production provisions of the Original Mortgage) and all rights, titles, powers and privileges owned and held by Mortgagor therein.

TO HAVE AND TO HOLD the said interests in the property described and set forth in Exhibit "A" unto the Mortgagee, and to its successors and assigns forever upon the terms set forth in the Original Mortgage as supplemented by this Sixth Supplement.

4. Effective as of the date hereof, the oil and gas properties and interests described in Exhibit "A" attached hereto shall be and they hereby are considered to be a part of the "Mortgaged Property" as defined in the Original Mortgage and, as such, subject to all the terms and conditions of the Original Mortgage as herein further supplemented.

5. The Original Mortgage, except as amended hereby, is in all respects ratified and confirmed, and the Original Mortgage and this Sixth Supplement shall be read, taken and construed as one and the same instrument. Neither the execution of this Sixth Supplement nor anything herein contained shall be construed to impair the liens and security interests of the Original Mortgage on any of the properties and interests subject thereto, and such liens shall remain in full force and effect as security for all indebtedness now or hereafter outstanding under the Original Mortgage as herein further supplemented and are hereby renewed and extended.

This Sixth Supplement to Mortgage, Assignment of Production and Security Agreement has been simultaneously executed in a number of counterparts, all of which are identical. Each of the counterparts shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents, the corporate parties hereto under their respective seals and hands of their appropriate officers in that behalf, and notwithstanding their actual date of execution shall be deemed to bear the date first hereinabove written.

ATTEST:

AMERICAN QUASAR PETROLEUM CO.
OF NEW MEXICO

Assistant Secretary

By _____
Vice President

MORTGAGOR

The address of American Quasar Petroleum Co. of New Mexico is:

2500 Fort Worth National Bank
Building
Fort Worth, Texas 76102

ATTEST:

THE FORT WORTH NATIONAL BANK

Assistant Cashier

By _____
Vice President

MORTGAGEE

The address of the Fort Worth National Bank is:

500 Throckmorton Street
Fort Worth, Texas 76101

JOINDER AND RATIFICATION

The undersigned U.S. Quasar Venture and Partnerships (hereinafter referred to as the "General Partnerships") and each of the general partners of the General Partnerships, each which general partner is a party signatory hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby join in the execution of and ratify and approve the execution by Mortgagor of the Original Mortgage and this Sixth Supplement thereto, (the Original Mortgage and this Sixth Supplement being hereinafter referred to as the "Mortgage"); and each of the General Partnerships hereby covenants and agrees with the Mortgagee and holder of the indebtedness secured by the Mortgage that upon receipt of notice from the holder of such indebtedness that an event of default has occurred under the Mortgage, such General Partnership shall, at the request of the holder of such indebtedness, execute (or cause to be executed), deliver and file of record in the appropriate county or counties or other jurisdiction wherein the properties of such General Partnership covered by the Mortgage are situated, an Assignment in recordable form to all of the general partners of such General Partnership of their specific undivided interests in the same properties of the General Partnership covered by the Mortgage and that the interest so assigned to the Mortgagor shall be made expressly subject to the terms of the Mortgage. Provided, however, that nothing herein shall be construed as an undertaking by the General Partnerships, or any of the general partners thereof other than Mortgagor, to assume or guarantee any indebtedness of Mortgagor.

U. S. QUASAR VENTURE 1974-2
U. S. QUASAR PARTNERSHIP NO. 1976-1
U. S. QUASAR PARTNERSHIP NO. 1976-2
U. S. QUASAR PARTNERSHIP NO. 1978-1
U. S. QUASAR PARTNERSHIP NO. 1979-2

BY: American Quasar Petroleum Co. of New Mexico, as Managing General Partner and Nominee

ATTEST:

Assistant Secretary

By: _____
Vice President

BY: Canadian-American Resources Fund Limited Partnership 1974-2, as a non-managing general partner of U. S. Quasar Venture 1974-2

By: Canadian-American Resources Fund, Inc., Managing General Partner

ATTEST:

Assistant Secretary

by: _____
Vice President

BY: Can-Am Drilling Programs Limited Partnership 1976-1, as non-managing general partner of U.S. Quasar Partnership No. 1976-1

BY: Can-Am Drilling Programs Limited Partnership 1976-2, as non-managing general partner of U.S. Quasar Partnership No. 1976-2

BY: Can-Am Drilling Programs Limited Partnership 1978-1, as non-managing general partner of U.S. Quasar Partnership No. 1978-1

BY: Can-Am Drilling Programs Limited Partnership 1979-2, as non-managing general partner of U.S. Quasar Partnership No. 1979-2

By: Can-Am Drilling Programs, Inc. Managing General Partner

ATTEST:

Assistant Secretary

by: _____
Vice President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me appeared Dick Reams, to me personally known, who, being by me duly sworn, did say that he is the Vice President of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named general partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of June, 1981.

Bonnie S. Pearson
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

3/20/84

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me appeared Peter A. Mac Queen, to me personally known, who, being by me duly sworn, did say that he is the Vice President of THE FORT WORTH NATIONAL BANK, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of June, 1981.

Lucy Johnson
Notary Public in and for
~~Tarrant County~~, Texas

My Commission Expires:

1-5-85

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME APPEARED R E Blackburn, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CANADIAN-AMERICAN RESOURCES FUND, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named limited partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of June, 1981.

Notary Public in and for ~~Tarrant County,~~ Texas

My Commission Expires:

7/02/84

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me appeared Brad Pittman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CAN-AM DRILLING PROGRAMS, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named limited partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of June, 1981

Notary Public In and for
Tarrant County, Texas

My Commission Expires:

3/8/85

EXHIBIT "A"
TO
SIXTH SUPPLEMENT
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION
AND SECURITY AGREEMENT
BETWEEN

AMERICAN QUASAR PETROLEUM CO.
OF NEW MEXICO, MORTGAGOR

AND

THE FORT WORTH NATIONAL BANK, MORTGAGEE

* *

MORTGAGED PROPERTY

* *

1. The Mortgaged Property described in this Exhibit "A" consists of the entire right, title and interest of Mortgagor (as set forth in Paragraph 3 below) whether now owned or hereafter acquired, in and to the leases, lands and properties hereinafter described, insofar as same is owned by Mortgagor as a general partner in U.S. Quasar Partnership No. 1979-2 formed pursuant to a general partnership agreement dated August 31, 1979, between Can-Am Drilling Programs Limited Partnership 1979-2 and American Quasar Petroleum Co. of New Mexico. Such general partnership is hereinafter referred to as the "General Partnership" and the agreement creating same referred to as the "General Partnership Agreement".

2. Each of the wells described in this Exhibit "A" shows the Leasehold Interest of the General Partnership and the Net Interest in Production of the General Partnership .

3. Mortgagor's right, title and interest in the Leasehold Interest of the General Partnership and the Net Interest in Production of the General Partnership is an undivided forty-five percent (45%).

4. The Mortgaged Property is mortgaged subject to valid and presently subsisting easements and rights of way, either of record or on the ground and to valid and effective operating, gas purchase and other agreements affecting the Mortgaged Property.

5. Each reference to a lease in this Exhibit "A" shall be deemed a reference to said lease as said lease may have been amended and/or ratified by all amendments and/or ratification heretofore executed, whether or not referred to herein.

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

RILEY RIDGE BLOCK #947 - RILEY RIDGE FEDERAL NO. 8-24

The following described oil and gas leases, together with any additional oil and gas leases which Mortgagor may now own or hereafter acquire, any rights or interests of Mortgagor under any operating, communitization, pooling or similar agreements, whether now existing or hereafter acquired and any right or interest now owned or hereafter acquired by Mortgagor pursuant to any forced pooling or similar order; insofar, but only insofar, as the same cover the following described lands or any portion thereof:

All Section 8, Township 29 North, Range 114 West, Sublette County, Wyoming, containing 640 acres, more or less.

1. Oil and Gas Lease dated April 1, 1975, between U. S. A. W-49634, Lessor, and John A. Yates, Lessee, recorded in Book ___, Page ____, covering the captioned land.

	LEASEHOLD INTEREST OF U. S. QUASAR PARTNERSHIP NO. 1979-2	INTEREST OF U. S. QUASAR PARTNERSHIP No. 1979-2 IN PRODUCTION
Before Payout	49.1686%	36.015999%
After Payout	28.3346%	22.526007%

ANNEX I
TO SIXTH SUPPLEMENT

TO
MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT
BETWEEN
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, AS MORTGAGOR,
AND
THE FORT WORTH NATIONAL BANK, AS MORTGAGEE

MORTGAGE, ASSIGNMENT OF PRODUCTION
AND SECURITY AGREEMENT

This Mortgage, Assignment of Production and Security Agreement made and entered into by and between AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, whose address is 2500 Fort Worth National Bank Building, Fort Worth, Tarrant County, Texas, 76102 (hereinafter called "Mortgagor") and THE FORT WORTH NATIONAL BANK, a national banking association, having an office and place of business in Fort Worth, Texas (hereinafter sometimes called "Mortgagee"), joined herein by the U. S. QUASAR VENTURE 1974-2 and U. S. QUASAR PARTNERSHIPS NO. 1976-1 and NO. 1976-2 and all of the general partners thereof for the purposes set out in the Joinder and Ratification clause appearing at the end of this document.

W I T N E S S E T H:

WHEREAS, all conditions necessary to authorize the execution of this Mortgage, Assignment of Production and Security Agreement and of indebtedness hereinafter in Article II described have been complied with;

NOW, THEREFORE, in consideration of the purposes and trusts herein set forth and of the sum of One Dollar ($1.00) to Mortgagor in hand paid by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, and to secure and enforce the payment of the indebtedness hereinafter in Article II described and the performance of the covenants herein:

ARTICLE I.

GRANTING CLAUSE

1.01 Mortgagor does hereby grant, sell, assign, transfer, set over, convey, pledge, mortgage and warrant unto Mortgagee, its successors and assigns forever, the interest in, to and under those certain oil and gas leases, leasehold estates and lands, all as specifically described and set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, and any and all other rights, titles and interests which Mortgagor may own in, to and under said oil and gas leases, leasehold estates and lands, together with

all and singular Mortgagor's right, title and interest in and to all oil and gas wells presently situated thereon, and personal property, fixtures and equipment situated thereon, appurtenant thereto or used or obtained in connection therewith, together with all of Mortgagor's right, title, interest and estate in and to the net interest in production of Mortgagor as described and set forth in Exhibit "A" and together with all rights, titles, powers and privileges owned and held by the Mortgagor therein or arising therefrom.

The above-described property is hereinafter sometimes referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD said interests in the property described and set forth in Exhibit "A" together with all and singular the rights, privileges, hereditaments and appurtenances thereto in anywise belonging unto the said Mortgagee and its assigns in trust forever.

Mortgagor hereby covenants, warrants and represents that it is the lawful owner and holder of the above-described interests and property; that it has good right and authority to mortgage and convey the same; that said interests and property are free and clear of all liens and encumbrances except as may be set forth in Exhibit "A", that the oil and gas leases described in Exhibit "A" are valid and subsisting; and that Mortgagor does hereby bind itself, its successors and assigns, to forever warrant and defend all and singular its interest in the above-described Mortgaged Property unto the Mortgagee, its successors and assigns against the lawful claims and demands of every person whomsoever claiming or to claim the same or any part thereof.

[redacted] [redacted] [redacted]

INDEBTEDNESS SECURED

2.01 This Mortgage is given to secure the following indebtedness, obligations and liabilities of Mortgagor now or hereafter owing to Mortgagee (hereinafter referred to as the "Secured Indebtedness"), to wit:

(a) The following described Promissory Notes:

(i) That certain Promissory Note, dated June 4, 1976, executed and delivered by Mortgagor and American Quasar Petroleum Co., a Texas corporation, (hereinafter "American Quasar") in the principal amount of FORTY MILLION TWO HUNDRED THIRTY THOUSAND ($40,230,000) DOLLARS, bearing interest as therein provided, payable to the order of Mortgagee at its offices in Fort Worth, Texas on or before November 30, 1979.

(ii) That certain Promissory Note, dated June 4, 1976, executed by Mortgagor and American Quasar in the principal amount of TWENTY-FIVE MILLION FIVE HUNDRED THOUSAND ($25,500,000) DOLLARS, bearing interest as therein provided, payable to the order of Mortgagee at its offices in Fort Worth, Texas, on or before March 31, 1981.

(iii) That certain Promissory Note, dated July 14, 1977, executed by Mortgagor and American Quasar in the principal amount of TWENTY-FOUR MILLION ($24,000,000) DOLLARS, bearing interest as therein provided, payable to the order of Mortgagee at its offices in Fort Worth, Texas on or before March 31, 1982.

(b) Any and all other, further and additional indebtedness for obligations of Mortgagor to Mortgagee, its successors and assigns, upon which Mortgagor may now be or may hereafter become liable or indebted, either as principal, surety, guarantor, or in any other capacity, primarily, secondary, directly or indirectly, and regardless of the manner in which such indebtedness or obligation is secured.

(c) All future advances which may hereafter be made by Mortgagee at its sole option from time to time during a period of five (5) years from and after the date hereof; provided, however, that the aggregate principal indebtedness to be secured by this Mortgage, Assignment of Production and Security Agreement shall not at any time exceed the sum of $100,000,000.00 and the repayment of such future advances shall be secured hereby as though said future advances were part of the original indebtedness hereby secured.

ANNEX I

(d) Any and all extensions and renewals of the above described indebtedness and obligations, or any part thereof, including principal and interest.

ARTICLE III.

DEFEASANCE

3.01 If Mortgagor, its successors in interests, or assigns, shall well and truly pay or cause to be paid to the Mortgagee, all of the indebtedness as the same becomes due and payable and shall well and truly keep and perform all covenants, conditions and agreements herein contained on the part of Mortgagor, to be kept and performed, then and in that event all of the property, rights and interests hereby bargained, sold, assigned and conveyed shall revert to Mortgage and the estate, right, title and interest of the Mortgagee therein shall thereupon cease and terminate and be of no further force and effect, and the Mortgagee, in such case, upon demand of the Mortgage and at Mortgagor's cost and expense, shall execute good and sufficient instrument or instruments releasing the Mortgagee's lien and acknowledging satisfaction of said indebtedness provided, however, that no such release shall impair or discharge Mortgagor's warranties and indemnities as set out herein, and Mortgagor's obligations to indemnify and save the Mortgagee harmless from adverse claims by reason of any title defect existing while the indebtedness is unpaid shall despite any such release remain in full force and effect.

[redacted] [redacted] [redacted]

ARTICLE IV.

COVENANTS OF MORTGAGOR

4.01 For the purpose of better securing payment of the Secured Indebtedness, Mortgagor does covenant and agree as follows:

(1) That Mortgagor will preserve and maintain its right to transact business in the states where the Mortgaged Property is situated and pay all franchise taxes and other fees in connection therewith before they become delinquent.

(2) That Mortgagor has good right and lawful authority to execute and deliver this instrument and to grant the lien hereby created.

(3) That Mortgagor will keep in full force and effect every oil and gas mining lease at any time constituting part of the Mortgaged Property and will perform all covenants and conditions imposed upon the original Lessee, or his assigns, or upon Mortgagor, and expressly contained in such leases, or any assignment thereof, or any agreement in connection therewith, as well as all implied covenants or obligations imposed in connection with such leases upon the original Lessee, and will do all things and perform all acts necessary or proper to maintain said lease in full force and effect.

(4) That Mortgagor will continuously operate, or cause to be operated, in a good and workmanlike manner, the wells now existing on the Mortgaged Property, and will faithfully comply with the proration and conservation laws of the state where said property is situated, and all rules and regulations of any governmental agency, either state or federal, from time to time lawfully constituted to regulate the operation of oil and gas leases.

(5) That Mortgagor will not at any time, in any manner, encumber the Mortgaged Property, or the personal property used in connection therewith, or permit same to be encumbered by any other lien, and that in connection with the operation and equipping of the Mortgaged Property, Mortgagor will promptly pay all laborers and materialmen for labor, supplies or material furnished in connection therewith, and will not permit any such obligation to become a lien against the Mortgaged Property, even though junior thereto; but nothing herein shall be deemed a waiver of the priority of the lien hereof as against the claims of any laborer or materialman, or to give to any laborer or materialman any rights hereunder, or any right of action upon this covenant against the Mortgagor.

(6) That Mortgagor will pay, or cause to be paid, all lawful taxes and assessments upon the Mortgaged Property, as well as all taxes and assessments incident to or in connection with the operation of the oil and gas mining leases subject hereto, and the production of oil, gas and other minerals therefrom.

(7) That Mortgagor will keep and maintain, or cause to be kept and maintained, all buildings, improvements, equipment, machinery and personal property situated on the Mortgaged Property and used in connection with the operation of that portion of the oil and gas leases subject hereto in a good state of repair, and will not suffer or permit any of the same to be removed without first obtaining the written consent of Mortgagee.

(8) Mortgagor will keep or cause to be kept all of the Mortgaged Property which is of a character usually insured by persons, firms or corporations similarly situated and operating like properties, properly insured against loss or damage from such hazards and risks as are usually insured against any persons, firms or corporations similarly situated and operating like properties, in such amount as such property is usually insured by persons, firms or corporations similarly situated and operating like properties. Said property so insured shall be insured with insurers of good standing and satisfactory to Mortgagee, and all policies covering said properties so insured shall carry a loss payable clause in favor of Mortgagee as its interest may appear. Said policies or proper certificates thereof shall be delivered to Mortgagee. Mortgagee shall have the right to collect, and Mortgagor hereby assigns to Mortgagee, any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of the Mortgaged Property or any part thereof, and Mortgagee may apply all such sums or any part thereof, at its election, toward the payment of said indebtedness, whether the same be then due or not, application to be made first to interest, then to principal, and shall deliver the balance, if any, after such application has been made, over to Mortgagor.

(9) That in the event Mortgagor fails and refuses to pay or discharge, before the same become delinquent, any and all taxes, liens, assessments or other charges against the Mortgaged Property, Mortgagee shall have the right, but shall not be obligated to pay off said charges against said property, and, in such event, shall be subrogated to the rights, liens and equities thereof, and the amount so paid, together with interest thereon at the rate provided for in the Promissory Notes secured hereby, from the date of any such payment shall be added to the indebtedness secured by this Mortgage.

[redacted] [redacted] [redacted]

(10) That no right or remedy in favor of Mortgagee granted in or secured by this instrument shall be considered as exclusive, but all rights and remedies hereunder shall be cumulative of each other and of all other rights and remedies and securities which Mortgagee may now or hereafter have securing the above indebtedness.

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

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

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

ARTICLE V.

DEFAULT AND FORECLOSURE

5.01 It is understood and agreed that if any one or more of the following events should happen, to-wit:

(a) Mortgagor shall make default in the punctual payment of the Secured Indebtedness or any part thereof, principal or interest, as same becomes due and payable;

(b) Mortgagor shall in any respect fail to keep and perform any of the covenants, conditions or requirements herein provided to be kept and performed by Mortgagor; or

(c) While this Mortgage is in force and effect, Mortgagor or the Mortgaged Property or any substantial part thereof shall become involved in bankruptcy or any receivership proceedings, including the institution of reorganization proceedings by or against Mortgagor under Chapter X of the Federal Bankruptcy Act; or

(d) Mortgagor's title to the Mortgaged Property or any substantial part thereof shall become the subject of litigation which would or might on final determination result in substantial impairment or loss of the security provided for herein; or

(e) Mortgagor shall make an assignment for the benefit of creditors or apply for relief under any State or Federal Act for the relief of debtors;

then, and in every such event, Mortgagor shall be in default hereunder, and the Mortgagee, at its option, may declare the entire indebtedness aforesaid due and payable and may foreclose this Mortgage by advertisement and sale or, at its option, by the institution of a suit to foreclose the same, and if such suit be instituted, Mortgagee, at its option, may apply for and be entitled to the appointment of a receiver to take possession and control of, operate, maintain and preserve the Mortgaged Property, including the production and sale of oil, gas and other minerals therefrom, and to apply the proceeds from the sale of such products upon the indebtedness secured hereby until paid. Mortgagor waives all notice of the filing and hearing of an application by Mortgagee for the appointment of a receiver. Upon foreclosure by advertisement and sale or by suit, all proceeds obtained therefrom shall be applied first to the payment of all costs and expenses incurred by Mortgagee in its operation of the property, including reasonable attorney's fees; second to the payment of all costs and expenses incurred by any receiver appointed; third to the payment of all costs and expenses of foreclosure, including a reasonable attorney's fee; and fourth to the payment of all indebtedness and other sums secured hereby, and any deficiency shall continue to be owed by Mortgagor to Mortgagee, and Mortgagor agrees promptly to pay the same. If the law of any state or states within which any such sale is to be conducted shall provide for different or additional requirements than those specified herein as prerequisites to or incidental to such sale, then and in that event the provisions of such law or laws of such state or states shall be deemed to have been set forth herein at length, and

any conflicting provisions hereof shall be disregarded, and the method of sale required by any such law or laws of any such state or states shall, insofar as may be necessary, be substituted herein as the method of sale in lieu of that set forth above.

ARTICLE VI.

ADDITIONAL RIGHTS AND
REMEDIES OF THE MORTGAGEE

6.01 If Mortgagor shall fail to comply with the covenants set forth under Covenants of Mortgagor above, then Mortgagee may, but shall not be obligated to, perform the same for the account and at the expense of Mortgagor, and any and all expenses incurred and paid in so doing shall be payable by Mortgagor to Mortgagee, with interest at the rate provided for in the Promissory Notes secured hereby when the same were so incurred or paid, and the amount thereof shall be payable on demand, and shall be secured by and under this Mortgage, Assignment of Production and Security Agreement, and the amount and nature of expense and time when paid shall be held fully established by the affidavit of Mortgagee or any officer or agent thereof; provided, however, that the exercise of the right of advancement shall in no wise be considered or constitute a waiver of the right of Mortgagee to declare the indebtedness secured by this Mortgage, Assignment of Production and Security Agreement to be at once due and payable.

ARTICLE VII.

ASSIGNMENT OF RUNS

7.01 As additional security for the payment of the Secured Indebtedness, and in addition to the coveyance to the Mortgagee herein made, Mortgagor does hereby ASSIGN, TRANSFER, GRANT AND CONVEY unto Mortgagee, its successors and assigns, one hundred percent (100%) of the oil, gas and other minerals applicable to Mortgagor's interest in and to the Mortgaged Property, and produced, saved and sold therefrom, and the

proceeds from the sale thereof, from and after first runs and Mortgagor hereby agrees by appropriate division or transfer order to direct any purchaser now or hereafter taking the production from the Mortgaged Property to pay Mortgagee the proceeds derived from the sale thereof and to continue to make such payments until notified by Mortgagee to discontinue the same.

7.02 The foregoing assignment is subject to the following terms and conditions:

(a) Each purchaser of production and each other person liable for payment of any monies assigned under Section 7.01 above is hereby authorized and directed (subject to revocation as hereinafter provided) to make payment of the proceeds of the purchase of such production and of such other monies to or upon the order of the Mortgagor, unless and until such purchaser or other person shall receive written notice from the Mortgagee to discontinue such payments and advising such purchaser of the assignment herein and requiring such purchaser to make all future payments directly to Mortgagee. Upon receipt of such a notice from the Mortgagee, the purchasers of production and other persons liable for payment of any monies assigned hereunder are hereby authorized and directed, and the provisions hereof shall be sufficient authority therefor, to pay directly to the Mortgagee all of the oil and gas runs and proceeds of production accruing to the interest of the Mortgagor in the Mortgaged Property, and to continue such payments until they shall have been furnished with a release hereof executed in writing by the Mortgagee, and this instrument shall be equivalent to a transfer order effective as of 7:00 a.m. on the 1st day of the month prior to the month in which such notice from the Mortgagee is received by such purchaser of production.

(b) Mortgagee may at any time and from time to time, at its option, release to Mortgagor all or any portion of funds received by Mortgagee hereunder, without in any manner impairing, releasing or discharging the lien of this Mortgage, Assignment of Production and Security Agreement or the effect of the assignment in Section 7.01 or the validity of subsistence of the indebtedness.

(c) Upon the full and final payment of the indebtedness, Mortgagee, at the request of Mortgagor and at Mortgagor's expense, shall execute, without warranty, and deliver to Mortgagor a reassignment hereof.

7.03 It is expressly agreed that any pipeline company, or other purchaser or purchasers of said oil, gas and other minerals produced and marketed from the Mortgaged Property shall not be responsible for, nor be under any duty to look to the proper application by the Mortgagee of the oil and gas runs and proceeds of production paid to Mortgagee. The Mortgagee is authorized to receive, collect and receipt for the proceeds of the sale of production assigned to it hereunder, and to apply the funds so received by it in the manner provided in Section 7.01 hereof.

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

7.05 Upon the exercise by Mortgagee of its right to receive payment of the proceeds from production under the provisions of Section 7.02 hereof, Mortgagor covenants to cause all pipeline companies or purchasers of the oil, gas and other minerals produced from the Mortgaged Property and all other parties from whom Mortgagor is entitled to receive proceeds from production to pay promptly to the Mortgagee the interest of Mortgagor in the proceeds of the sale thereof, and Mortgagor covenants to execute and deliver to said pipeline companies or other purchasers and such other parties proper transfer orders or other documents as may be necessary or proper to effect the intent of

these presents, and the Mortgagee shall never be required as a condition precedent to the Mortgagee's right to obtain the proceeds of such oil, gas and other minerals to warrant its title thereto, or to make any guaranty whatsoever. Any expense incurred by the Mortgagee in the collection of said proceeds shall be promptly repaid by Mortgagor, and prior to such repayment shall be a part of the indebtedness.

7.06 It is understood and agreed that said indebtedness secured hereby shall be paid promptly to Mortgagee in accordance with the terms and provisions of the Promissory Notes, instrument and other agreements evidencing same, regardless of whether the proceeds of the production hereby assigned are sufficient to pay the same, and this assignment of all production from the Mortgaged Property and the proceeds thereof shall not in any manner be construed to affect the terms and provisions of the Promissory Notes, instruments and other agreements evidencing such indebtedness, or the terms or provisions of this Mortgage, Assignment of Production and Security Agreement securing the same, or Mortgagor's liability thereunder.

7.07 The rights under this assignment are cumulative of the other rights, remedies and powers granted under this Mortgage, Assignment of Production and Security Agreement, and are cumulative of any other security which Mortgagee now holds or may hereafter hold to secure the payment of said indebtedness.

ARTICLE VIII.

POSSESSION UNTIL DEFAULT AND UNITIZATION

8.01 Until an event of default, defined in Article V hereof, shall happen and be continuing, Mortgagor shall retain full possession of the Mortgaged Property (subject to the provisions of Article VII hereof with respect to assignment of proceeds from production) and shall manage, operate, develop and use the same and every part thereof, but subject

to all of the terms and provisions of this Mortgage, Assignment of Production and Security Agreement.

8.02 Mortgagor shall not without the prior written consent of the Mortgagee, pool or unitize all or any portion of the lands comprising the Mortgaged Property with any other lands, and, if such consent is given and such pooling or unitization takes place or otherwise exists, that interest in the pooled or unitized area and other rights, property and facilities and that portion of the total production from the pooled or unitized area which is allocated to the Mortgagor in respect of that portion of the Mortgaged Property contributed to the pool or unit shall be deemed to be assigned to the Mortgagee as if specifically mentioned in 7.01 hereof.

ARTICLE IX.

MISCELLANEOUS

9.01 If, while this Mortgage, Assignment of Production and Security Agreement is in effect, the title of Mortgagor, its successor or assigns, to the property herein described, or any part thereof, or the priority of the lien of this Mortgage, Assignment of Production and Security Agreement or of the assignment of the production and proceeds thereof, and the rights of the Mortgagee to receive such proceeds thereunder, are questioned or attacked, directly or indirectly, by suit or other judicial proceedings, or in any other manner, or if a controversy of any nature arises relative to such title or the priority of such lien, or if after this Mortgage, Assignment of Production and Security Agreement is released, any person shall make a claim or demand against the Mortgagee, on account of any monies paid to it under the assignment of proceeds herein contained, or on account of any action or omission of the Mortgagee hereunder, then the Mortgagor agrees

to protect and save harmless said Mortgagee from any and all costs, loss, damages or claim by reason of such attack, controversy, suit, claim or demand, and the Mortgagee is hereby authorized and instructed at the cost and expense of Mortgagor, to take such steps as in Mortgagee's judgment may be necessary or proper to defend against such claims, demand, controversy, suit or attack, including the employment of counsel, prosecution and defense of litigation, and the compromise or discharge of such charges or claims, or attorney's fees, court costs and all other expenses of every kind and nature while this Mortgage, Assignment of Production and Security Agreement remains in effect, shall become an additional part of the debt secured hereby, bearing rate of the Promissory Notes secured hereby, shall be payable on demand, and shall be secured by the lien of this Mortgage, Assignment of Production and Security Agreement (the same not having been previously released) upon the property herein described; and, whether before or after this Mortgage, Assignment of Production and Security Agreement is released, Mortgagor agrees to pay to Mortgagee on demand all such sums and expenses paid and suffered by Mortgagee and that the same shall be secured by subrogation to all the rights, liens, equities, superior title and benefits held, owned, possessed and received at any time by any owner or holder of any claim, lien assessment, charge or expense so paid. The rights of Mortgagee under this paragraph may be availed of by the Mortgageee and exercised at any time, regardless of whether the indebtedness secured hereby be then due or not; and it is distinctly understood that the release of this Mortgage, Assignment of Production and Security Agreement shall not relieve Mortgagor of its liability to save Mortgagee harmless from any damage suffered on account of any claim or demand made against it after release of this Mortgage, Assignment of Production and Security Agreement.

[redacted] [redacted] [redacted]

9.02 The term "Mortgagee" herein used shall include any lawful owner, holder or pledgee of any indebtedness secured hereby, and in this connection it is understood that the indebtedness secured hereby may be assigned in whole or in part. The terms used to designate the parties shall be deemed to include the respective heirs, representatives, successors and assigns of such parties.

9.03 All notices and other communications made pursuant hereto shall be made to the parties hereto at their respective addresses as set forth below or to such other addresses as they may from time to time specify by written notification to the other parties.

American Quasar Petroleum Co. of New Mexico	2500 Fort Worth National Bank Building Fort Worth, Texas 76102
The Fort Worth National Bank	500 Throckmorton Fort Worth, Texas 76101

9.04 Renewals and extensions of the Secured Indebtedness and obligations may be made at any time, and new notes may be accepted to extend the time for payment of same, and this Mortgage, Assignment of Production and Security Agreement shall constitute a continuing lien and mortgage securing such indebtedness and obligations and any and all extensions and renewals thereof, and any such extension and renewal of such indebtedness and obligations shall operate to extend and renew the liens hereby granted.

9.05 Mortgagor, for itself and its successors, and for any and all persons ever claiming any interest in the Mortgaged Property, hereby waive all rights of marshaling in event of foreclosure of the lien hereby created.

9.06 No provision of this instrument or of the Promissory Note 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 note provided for, or shall be adjudicated to be so provided for herein or in the note, the Mortgagor shall not be obligated to pay such excess.

9.07 Any and all covenants in this instrument may from time to time by instrument in writing signed by Mortgagee be waived to such extent and such manner as Mortgagee may desire, but no such waiver shall ever affect or impair the Mortgagee's rights or liens hereunder, except to the extent specifically stated in such written instrument.

9.08 These presents shall be binding upon Mortgagor and its successors, and shall inure to the benefit of the Mortgagee, Mortgagee's successors and assigns, and shall likewise be covenants running with the land.

9.09 Mortgagor, as Debtor, hereby assigns and grants unto Mortgagee, as Secured Party, a security interest in all property covered hereby or by any supplement hereto, or constituting any part of the Mortgaged Property, to secure payment of the Secured Indebtedness in accordance with the terms hereof. With respect to such property, Secured Party may in the event of default, proceed under the Uniform Commercial Code of the State of Wyoming utilizing any and all remedies provided thereunder.

9.10 Each and every right, power and remedy herein given to Mortgagee shall be cumulative and not exclusive; and each and every right, power and remedy 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 Mortgagee and the exercise of the beginning of the exercise of any such right, power

or remedy shall not be deemed a waiver of any other right, power or remedy. No delay or omission by the Mortgagee 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.

9.11 This instrument shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents under their respective corporate seals and the hands of their proper officers in that behalf and notwithstanding their actual date of execution shall be deemed to bear date as of the 10th day of March, 1978.

AMERICAN QUASAR PETROLEUM CO.
OF NEW MEXICO

ATTEST:

Doris Stewart
Assistant Secretary

By _____
Vice President

The address of American Quasar Petroleum Co. of New Mexico is:

2500 Fort Worth National Bank Building
Fort Worth, Texas 76102

THE FORT WORTH NATIONAL BANK

ATTEST:

Harold C. Rawlins
Assistant Cashier

By _____
1st Vice President

The address of Fort Worth National Bank is:

500 Throckmorton
Fort Worth, Texas 76101

Joinder and Ratification

The Mortgaged Property consists of the interest owned by Mortgagor, as a general partner in the undersigned general partnerships, in certain oil and gas properties described in Exhibit "A". The undersigned general partnerships (hereinafter referred to as the "General Partnerships"), and the general partners of the General Partnerships, each of which is a party signatory hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby join in the execution of and ratify and approve the execution by Mortgagor of this original Mortgage, Assignment of Production and Security Agreement (hereinafter the "Mortgage"); and the General Partnerships hereby covenant and agree with the Mortgagee and holder of the indebtedness secured by the Mortgage that upon receipt of notice from the holder of such indebtedness that an event of default has occurred under the Mortgage such General Partnerships shall, at the request of the holder of such indebtedness, execute or cause to be executed, delivered and filed of record in the appropriate county or counties or other jurisdication wherein the properties of such General Partnerships covered by the Mortgage are situated, an Assignment in recordable form to all of the general partners of such General Partnerships of their specific undivided interests in the same properties of the General Partnerships covered by the Mortgage; and that the interest so assigned to the Mortgagor shall be made expressly subject to the terms of the Mortgage. It is expressly understood and agreed however, that nothing herein shall be construed as an undertaking by the General Partnerships, any of the general partners thereof other than Mortgagor to assume or guarantee any indebtedness of Mortgagor and any such indebtedness shall continue to be enforceable against Mortgagor alone, as provided in the Mortgage.

U. S. QUASAR PARTNERSHIP NO. 1976-1
U. S. QUASAR PARTNERSHIP NO. 1976-2
U. S. QUASAR VENTURE 1974-2

ATTEST:

Assistant Secretary

BY: American Quasar Petroleum Co. of New Mexico, as Managing General Partner and Nominee of the above general partnerships

By:
Vice President

BY: Canadian-American Resources Fund Limited Partnership 1974-2, as a non-managing general partner of U. S. Quasar Venture 1974-2

By: Canadian-American Resources Fund, Inc., Managing General Partner

ATTEST:

Assistant Secretary

by:
Vice President

BY: Can-Am Drilling Programs Limited Partnership 1976-1, as non-managing general partner of U. S. Quasar Partnership No. 1976-1

BY: Can-Am Drilling Programs Limited Partnership 1976-2, as non-managing general partner of U. S. Quasar Partnership No. 1976-2

By: Can-Am Drilling Programs, Inc., Managing General Partner

ATTEST:

Assistant Secretary

by:
Vice President

ANNEX I

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STATE OF TEXAS)
)
COUNTY OF TARRANT)

Before me appeared Norman A Pool, to me personally known, who, being by me duly sworn, did say that he is the Vice President of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named general partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of March, 1978.

Donna L Garner
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
September 30, 1978

STATE OF TEXAS)
)
COUNTY OF TARRANT)

Before me appeared Robert F. Jones, to me personally known, who, being by me duly sworn, did say that he is the 1st Vice President of THE FORT WORTH NATIONAL BANK, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of March, 1978.

Clemmie Watkins
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
5-31-79

STATE OF TEXAS)
)
COUNTY OF TARRANT)

Before me appeared Danny L Mitchell, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CANADIAN-AMERICAN RESOURCES FUND, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named limited partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of March, 1978.

Betty Jackson
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
September 30, 1978

STATE OF TEXAS)
)
COUNTY OF TARRANT)

Before me appeared James D. Annin, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CAN-AM DRILLING PROGRAMS, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named limited partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10 day of March, 1978.

Jackie Chipman
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
7-31-78

Firm

FIRST SUPPLEMENT
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

This First Supplement made and entered into this 31st day of May, 1978, by and between AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, a New Mexico corporation, with an office at 2500 Fort Worth National Bank Building, Fort Worth, Tarrant County, Texas, 76102 ("Mortgagor"), and THE FORT WORTH NATIONAL BANK, a national banking association, whose principal office and place of business is located at 500 Throckmorton Street, Fort Worth, Tarrant County, Texas, 76102 ("Mortgagee"), joined herein by U. S. Quasar Venture 1974-2 and U. S. Quasar Partnerships No. 1976-1 and No. 1976-2 and all of the general partners thereof, for the purposes set out in the Joinder and Ratification Clause appearing at the end of this document;

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore executed and delivered to Mortgagee a certain Mortgage, Assignment of Production and Security Agreement dated March 10, 1978 (hereinafter referred to as the "Original Mortgage"), said Original Mortgage being recorded in Book 26 at Page 264 of the Records of Park County, Wyoming; and

WHEREAS, in accordance with that certain Loan Agreement dated June 4, 1976, as amended, between Mortgagor and American Quasar Petroleum Co., as Borrowers, and Mortgagee, The Bank of New York, United California Bank, The Royal Bank of Canada, Security Pacific National Bank and The First National Bank of Fort Worth, Mortgagor and American Quasar Petroleum Co. have jointly executed and delivered to Mortgagee that certain promissory note described below and additional funds have been and may be advanced by Mortgagee to Mortgagor under the provisions of the Original Mortgage.

ANNEX I

[Item 13]

[redacted] [redacted] [redacted]

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) to Mortgagor in hand paid by Mortgagee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Paragraph (a) of Section 2.01 of Article II of the Original Mortgage is hereby amended by deleting subparagraphs (i) through (iii) and substituting the following in lieu thereof:

> "(i) That certain Promissory Note, of even date with First Supplement to this Mortgage, Assignment of Production and Security Agreement, executed and delivered jointly by Mortgagor and American Quasar Petroleum Co., a Texas corporation, in the principal amount of FORTY ONE MILLION TWO HUNDRED SEVENTY FIVE THOUSAND ($41,275,000.00) AND NO/100 DOLLARS, bearing interest as therein provided, payable to the order of Mortgagee at its offices in Fort Worth, Texas, on or before March 31, 1982.
>
> (ii) That certain Promissory Note, dated of even date with First Supplement to this Mortgage, Assignment of Production and Security Agreement, executed and delivered jointly by Mortgagor and American Quasar Petroleum Co., a Texas corporation, in the principal amount of TWENTY-FIVE MILLION ($25,000,000) AND NO/100 DOLLARS, bearing interest as therein provided, payable to the order of Mortgagee at its offices in Fort Worth, Texas on or before March 31, 1983."

2. Effective as of the date hereof, the Promissory Notes described in paragraph 1 above shall be and become Secured Indebtedness, as defined in the Original Mortgage and be entitled to all the benefits and security of the Original Mortgage as herein supplemented.

3. Section 2.01 of Article II of the Original Mortgage is hereby amended by deleting subparagraph (c) thereof in its entirety and substituting the following in lieu thereof:

> "(c) All future advances which may hereafter be made by Mortgagee to Mortgagor or American Quasar Petroleum Co. from time to time during a period of eight (8) years from and after the date hereof; provided, however, that the aggregate principal indebtedness outstanding at any one time (including the unpaid principal balance of the notes described above) to be secured hereby shall not exceed $150,000,000 and the repayment of any such future advances shall be secured hereby as though said future advances were part of the original indebtedness secured hereby and specifically described herein."

4. The Original Mortgage, except as amended hereby, is in all respects ratified and confirmed, and the Original Mortgage and this First Supplement shall be read, taken and construed as one and the same instrument. Neither the execution of this First Supplement nor anything herein contained shall be construed to impair the liens and security interests of the Original Mortgage on any of the properties and interests subject thereto, and such liens shall remain in full force and effect as security for all indebtedness now or hereafter outstanding under the Original Mortgage as herein further supplemented and are hereby renewed and extended.

This First Supplement to Mortgage, Assignment of Production and Security Agreement has been simultaneously executed in a number of counterparts, all of which are identical. Each of the counterparts shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents, the corporate parties hereto under their respective seals and hands of their appropriate officers in that behalf, and notwithstanding their actual date of execution shall be deemed to bear the date first hereinabove written.

ATTEST:

AMERICAN QUASAR PETROLEUM CO.
OF NEW MEXICO

Assistant Secretary

BY: _____
Vice President

MORTGAGOR

ANNEX I

The address of American Quasar Petroleum Co. of New Mexico is:
2500 Fort Worth National Bank Building
Fort Worth, Texas 76102

ATTEST:

THE FORT WORTH NATIONAL BANK

Assistant Cashier

BY: _____
Vice President

The address of The Fort Worth National Bank is:
500 Throckmorton Street
Fort Worth, Texas 76101

MORTGAGEE

JOINDER AND RATIFICATION

The undersigned U. S. Quasar Venture and Partnerships (hereinafter referred to as the "General Partnerships") and each of the general partners of the General Partnerships, each which general partner is a party signatory hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby join in the execution of and ratify and approve the execution by Mortgagor of the Original Mortgage and this First Supplement thereto, (the Original Mortgage and this First Supplement being hereinafter referred to as the "Mortgage"); and each of the General Partnerships hereby covenants and agrees with the Mortgagee and holder of the indebtedness secured by the Mortgage that upon receipt of notice from the holder of such indebtedness that an event of default has occurred under the Mortgage, such General Partnership shall, at the request of the holder of such indebtedness, execute (or cause to be executed), deliver and file of record in the appropriate county or counties or other jurisdiction wherein the properties of such General Partnership covered by the Mortgage are situated, an Assignment in recordable form to all of the general partners of such General Partnership of their specific undivided interests in the same properties of the General Partnership covered by the Mortgage and that the interest so assigned to the Mortgagor shall be made expressly subject to the terms of the Mortgage. Provided, however, that nothing herein shall be construed as an undertaking by the General Partnerships, or any of the general partners thereof other than Mortgagor, to assume or guarantee any indebtedness of Mortgagor and any such indebtedness shall continue to be enforceable against Mortgagor alone, as provided in the Mortgage.

U. S. QUASAR VENTURE 1974-2
U. S. QUASAR PARTNERSHIP NO. 1976-1
U. S. QUASAR PARTNERSHIP NO. 1976-2

BY: American Quasar Petroleum Co. of New Mexico, as Managing General Partner and Nominee

ATTEST:

Assistant Secretary

By: _____
Vice President

BY: Canadian-American Resources F Limited Partnership 1974-2, a non-managing general partner of U. S. Quasar Venture 1974-

By: Canadian-American Resour Fund, Inc., Managing Gen Partner

ATTEST:

Assistant Secretary

by: _____
Vice President

BY: Can-Am Drilling Programs Limi Partnership 1976-1, as non-managing general partner of U Quasar Partnership No. 1976-1

BY: Can-Am Drilling Programs Limi Partnership 1976-2, as non-managing general partner of U. Quasar Partnership No. 1976-2

By: Can-Am Drilling Programs, Inc., Managing General Partner

ATTEST:

Assistant Secretary

by: _____
Vice President

STATE OF TEXAS)
)
COUNTY OF TARRANT)

Before me appeared Albert J. Cohen, to me personally known, who, being by me duly sworn, did say that he is the Vice President of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named general partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31 day of May, 1978.

Shirley A. Montgomery
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
SHIRLEY A. MONTGOMERY, Notary Public
IN AND FOR TARRANT COUNTY, TEXAS
MY COMMISSION EXPIRES JULY 27, 1979

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared Peter A. Mac Queen, to me personally know, who, being by me duly sworn, did say that his is the Vice President of THE FORT WORTH NATIONAL BANK, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31st day of May, 1978.

Notary Public in and for
Tarrant County, Texas

My Commission Expires:
June 30-79

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared Benny L Mitchell, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CANADIAN-AMERICAN RESOURCES FUND, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named limited partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31 day of May, 1978.

Jonna K Garner
[illegible]
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
JONNA K. GARNER, Notary Public
IN AND FOR TARRANT COUNTY, TEXAS
MY COMMISSION EXPIRES SEPT. 30 1979

[illegible]

ANNEX I

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STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared Benny L Mitchell, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CAN-AM DRILLING PROGRAMS, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said person acknowledged said instrument to be the free act and deed of said corporation and the within named partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24 day of May, 1978.

Jonna K Garner
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

JONNA K. GARNER, Notary Public
IN AND FOR TARRANT COUNTY, TEXAS
MY COMMISSION EXPIRES SEPT. 30, 19 79

[redacted] ([redacted] Re: U.S. (asar Partnership No. 1974-2, 1976-1 a[redacted]76-2)

SECOND SUPPLEMENT
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

This Second Supplement made and entered into this 15th day of December, 1978, by and between AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, a New Mexico corporation, with an office at 2500 Fort Worth National Bank Building, Fort Worth, Tarrant County, Texas, 76102 ("Mortgagor"), and THE FORT WORTH NATIONAL BANK, a national banking association, whose principal office and place of business is located at 500 Throckmorton Street, Fort Worth, Tarrant County, Texas, 76102 ("Mortgagee"), joined herein by U. S. Quasar Venture 1974-2 and U. S. Quasar Partnerships No. 1976-1 and No. 1976-2 and all of the general partners thereof, for the purposes set out in the Joinder and Ratification Clause appearing at the end of this document;

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore executed and delivered to Mortgagee a certain Mortgage, Assignment of Production and Security Agreement dated March 10, 1978 (the "Base Mortgage"), said Base Mortgage being recorded in Book 26 at Page 264 of the Records of Park County, Wyoming and a certain First Supplement thereto dated May 31, 1978 (the "First Supplement"), said First Supplement being recorded in Book 30 at Page 241 of the Records of Park County, Wyoming (the Base Mortgage and First Supplement being hereinafter collectively referred to as the "Original Mortgage"); and

WHEREAS, in accordance with that certain Loan Agreement dated June 4, 1976, as amended, between Mortgagor and American Quasar Petroleum Co., as Borrowers, and Mortgagee, The Bank of New York, United California Bank, The Royal Bank of Canada, Continental Illinois National Bank and Trust Company and The First National Bank of Fort Worth, additional funds

have been and may be advanced by Mortgagee to Mortgagor under the provisions of the Original Mortgage.

WHEREAS, attached hereto as Annex I is a true and correct copy of the Original Mortgage as executed and delivered, but with the exhibits thereto omitted; and

WHEREAS, Mortgagor has agreed to grant to Mortgagee its interest in certain oil and gas properties situated in Converse County, Wyoming, which interests and properties are described in Exhibit "A" attached hereto, to further secure the indebtedness of Mortgagor to Mortgagee described in the Original Mortgage;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) to Mortgagor in hand paid by Mortgagee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Mortgagor does hereby grant, bargain, sell, convey, mortgage and confirm as and by way of a first, fixed and specific mortgage, pledge and charge unto Mortgagee, and to its successors and assigns, the right, title and interest of Mortgagor in and to the oil, gas and mineral leases, leasehold estates and lands described and set forth in Exhibit "A" attached hereto, which is hereby made a part hereof for all purposes and any and all other rights, titles, and interests which Mortgagor may own in, to or under said leases, leasehold estates and lands, including all contract rights, powers, privileges, and other properties and rights pertaining thereto, together with its entire right, title and interest in and to all wells and personal property, fixtures and equipment situated thereon and used or obtained in connection therewith and together with all of Mortgagor's right, title and interest in and to the net interest in production of Mortgagor as described and set forth in Exhibit "A" (subject to the Assignment of Production provisions of the Original Mortgage) and all rights, titles, powers and privileges owned and held by Mortgagor therein.

ANNEX I

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD the said interests in the property described and set forth in Exhibit "A" unto the Mortgagee, and to its successors and assigns forever upon the terms set forth in the Original Mortgage as supplemented by this Second Supplement.

2. Effective as of the date hereof, the oil and gas properties and interests described in Exhibit "A" attached hereto shall be and they hereby are considered to be a part of the "Mortgaged Property" as defined in the Original Mortgage and, as such, subject to all the terms and conditions of the Original Mortgage as herein further supplemented.

3. The Original Mortgage, except as amended hereby, is in all respects ratified and confirmed, and the Original Mortgage and this Second Supplement shall be read, taken and construed as one and the same instrument. Neither the execution of this Second Supplement nor anything herein contained shall be construed to impair the liens and security interests of the Original Mortgage on any of the properties and interests subject thereto, and such liens shall remain in full force and effect as security for all indebtedness now or hereafter outstanding under the Original Mortgage as herein further supplemented and are hereby renewed and extended.

This Second Supplement to Mortgage, Assignment of Production and Security Agreement has been simultaneously executed in a number of counterparts, all of which are identical. Each of the counterparts shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents, the corporate parties hereto under their respective seals and hands of their appropriate officers

in that behalf, and notwithstanding their actual date of execution shall be deemed to bear the date first hereinabove written.

ATTEST:

AMERICAN QUASAR PETROLEUM CO.
OF NEW MEXICO

Cindy Hoover
Assistant Secretary

By _____
Vice President

MORTGAGOR

The address of American Quasar Petroleum Co. of New Mexico is:
2500 Fort Worth National Bank Building
Fort Worth, Texas 76102

ATTEST:

THE FORT WORTH NATIONAL BANK

Hara E. J. Hollard
Assistant Cashier

By _____
A- Vice President

MORTGAGEE

The address of The Fort Worth National Bank is:
500 Throckmorton Street
Fort Worth, Texas 76101

JOINDER AND RATIFICATION

The undersigned U. S. Quasar Venture and Partnerships (hereinafter referred to as the "General Partnerships") and each of the general partners of the General Partnerships, each which general partner is a party signatory hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby join in the execution of and ratify and approve the execution by Mortgagor of the Original Mortgage and this Second Supplement thereto, (the Original Mortgage and this Second Supplement being hereinafter referred to as the "Mortgage"); and each of the General Partnerships hereby covenants and agrees with the Mortgagee and holder of the indebtedness secured by the Mortgage that upon receipt of notice from the holder of such indebtedness that an event of default has occurred under the Mortgage, such General Partnership shall, at the request of the holder of such indebtedness, execute (or cause to be executed), deliver and file of record in the appropriate county or counties or other jurisdiction wherein the properties of such General Partnership covered by the Mortgage are situated, an Assignment in recordable form to all of the general partners of such General Partnership of their specific undivided interests in the same properties of the General Partnership covered by the Mortgage and that the interest so assigned to the Mortgagor shall be made expressly subject to the terms of the Mortgage. Provided, however, that nothing herein shall be construed as an undertaking by the

General Partnerships, or any of the general partners thereof other than Mortgagor, to assume or guarantee any indebtedness of Mortgagor and any such indebtedness shall continue to be enforceable against Mortgagor alone, as provided in the Mortgage.

U. S. QUASAR VENTURE 1974-2
U. S. QUASAR PARTNERSHIP NO. 1976-
U. S. QUASAR PARTNERSHIP NO. 1976-

ATTEST:

Cindy Hoover
Assistant Secretary

BY: American Quasar Petroleum Co. of New Mexico, as Managing General Partner and Nominee

By: _____
Vice President

BY: Canadian-American Resources Fu Limited Partnership 1974-2, as non-managing general partner of U. S. Quasar Venture 1974-2

ATTEST:

Assistant Secretary

By: Canadian-American Resourc Fund, Inc., Managing Gene Partner

by: _____
Vice President

BY: Can-Am Drilling Programs Limi Partnership 1976-1, as non-managing general partner of U Quasar Partnership No. 1976-1

BY: Can-Am Drilling Programs Limi Partnership 1976-2, as non-managing general partner of U Quasar Partnership No. 1976-2

ATTEST:

Assistant Secretary

By: Can-Am Drilling Programs Inc., Managing General Partner

by: _____
Vice President

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared Albert J. Cohen, to me personally known, who, being by me duly sworn, did say that he is the Vice President of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, and that the seal affixed to said instrument is the corporate

seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named general partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of December, 1978.

Jonna K. Garner
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
JONNA K. GARNER, Notary Public
IN AND FOR TARRANT COUNTY, TEXAS
MY COMMISSION EXPIRES SEPT. 30, 1980

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared Gordon E. Sommers, to me personally know, who, being by me duly sworn, did say that his is the Vice President of THE FORT WORTH NATIONAL BANK, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of December, 1978.

Cynthia A. Malcik
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
CYNTHIA A. MALCIK, Notary Public
IN AND FOR TARRANT COUNTY, TEXAS
MY COMMISSION EXPIRES NOV. 22, 1979

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared Jeffrey L. Stevens, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CANADIAN-AMERICAN RESOURCES FUND, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named limited partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of December, 1978.

Nancy L Liles
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
NANCY L. LILES, Notary Public
IN AND FOR TARRANT COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 6, 1980.

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared Jeffrey L Stevens, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CAN-AM DRILLING PROGRAMS, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said person acknowledged said instrument to be the free act and deed of said corporation and the within named partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of December, 1978.

Nancy L Liles
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
NANCY L. LILES, Notary Public
IN AND FOR TARRANT COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 6, 1980.

THIRD SUPPLEMENT
TO
MORTGAGE, DEED OF TRUST, ASSIGNMENT
AND SECURITY AGREEMENT

This Third Supplement, made and entered into this 17th day of July, 1980, by and between AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, whose address is 2500 Fort Worth National Bank Building, Fort Worth, Tarrant County, Texas, 76102 ("Mortgagor"), and PETER A. MacQUEEN of Fort Worth, Texas (hereinafter called "Trustee"), for the use and benefit of THE FORT WORTH NATIONAL BANK, a national banking association, having an office and place of business in Fort Worth, Texas ("Mortgagee"), joined herein by U. S. QUASAR PARTNERSHIP NOS. 1978-2 and 1979-1 and all the general partners thereof for the purposes set out in the Joinder and Ratification clause appearing at the end of this document;

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore executed and delivered a certain Mortgage, Deed of Trust, Assignment and Security Agreement dated September 13, 1977, recorded in Volume 34, Page 271, Deed of Trust Records of Culberson County, Texas, and Volume 106, Page 771, Deed of Trust Records, Reeves County, Texas, a First Supplement thereto dated June 22, 1979 recorded in Volume 117 at page 253 of the Deed of Trust Records of Terry County, Texas and in Volume 550 at page 623 of the Deed of Trust records of Fort Bend County,

* *

THIS DOCUMENT SHALL BE EFFECTIVE AS, AMONG OTHER THINGS, A SECURITY AGREEMENT AND FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE. COLLATERAL INCLUDES FIXTURES AND OIL AND GAS AND ACCOUNTS TO BE FINANCED AT THE WELLHEAD OF THE WELLS DESCRIBED IN EXHIBIT A.

* *

ANNEX I

(Item 6)

[redacted] [redacted] [redacted]

Texas and a Second Supplement thereto dated November 15, 1979 recorded in Volume 66 at Page 309 of the Deed of Trust Records of Wheeler County, Texas (hereinafter collectively called the "Original Mortgage") as security for indebtedness of Mortgagor to Mortgagee, reference to the Original Mortgage, the properties described therein and the said records thereof being here made for all purposes; and

WHEREAS, in accordance with that certain Loan Agreement dated June 4, 1976, as amended, between Mortgagor and American Quasar Petroleum Co., as Borrowers, and Mortgagee, The Bank of New York, United California Bank, Morgan Guaranty Trust Company, Continental Illinois National Bank and Trust Company of Chicago and The First National Bank of Fort Worth, additional funds have been and may be advanced by Mortgagee to Mortgagor under the provisions of the Original Mortgage.

WHEREAS, attached hereto as Annex I is a true and correct copy of the Original Mortgage as executed and delivered, but with the exhibits thereto omitted; and

WHEREAS, Mortgagor has agreed to grant to Trustee its interest in certain oil and gas properties situated in Grayson and Fort Bend Counties, Texas, which interests and properties are described in Exhibit "A" attached hereto, to further secure the indebtedness of Mortgagor to Mortgagee described in the Original Mortgage as herein amended;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) to Mortgagor in hand paid by Mortgagee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Mortgagor does hereby grant, bargain, sell, convey, mortgage and confirm as and by way of a first, fixed and specific mortgage, pledge and charge unto Trustee, and to his successors and assigns, the right, title and interest of Mortgagor in and to the oil, gas and mineral leases, leasehold estates and lands described and set forth in Exhibit "A" attached hereto, which is hereby made a part hereof for all purposes and any and all other rights, titles, and interests

ANNEX I

which Mortgagor may own in, to or under said leases, leasehold estates and lands, including all contract rights, powers, privileges and other properties and rights pertaining thereto, together with its entire right, title and interest in and to all wells and personal property, fixtures and equipment situated thereon and used or obtained in connection therewith and together with all of Mortgagor's right, title and interest in and to the net interest in production of Mortgagor as described and set forth in Exhibit "A" (subject to the Assignment of Production provisions of the Original Mortgage) and all rights, titles, powers and privileges owned and held by Mortgagor therein.

TO HAVE AND TO HOLD the said interests in the property described and set forth in Exhibit "A" unto the Trustee, and to his successors and assigns forever upon the terms set forth in the Original Mortgage as supplemented by this Third Supplement.

2. Effective as of the date hereof, the oil and gas properties and interests described in Exhibit "A" attached hereto shall be and they hereby are considered to be a part of the "Mortgaged Property" as defined in the Original Mortgage and, as such, subject to all the terms and conditions of the Original Mortgage as herein further supplemented.

3. Paragraph (a) of Section 2.01 of Article II of the Original Mortgage is hereby amended by deleting subparagraph (ii) and substituting the following in lieu thereof:

> "(ii) That certain Promissory Note, dated of even date with Third Supplement to this Mortgage, Deed of Trust, Assignment and Security Agreement, executed and delivered jointly by Mortgagor and American Quasar Petroleum Co., a Texas corporation, in the principal amount of TWENTY-FIVE MILLION AND NO/100 DOLLARS ($25,000,000), bearing interest as therein provided, payable to the order of Mortgagee at its offices in Fort Worth, Texas, on or before March 31, 1985."

4. Effective as of the date hereof, the Promissory Note described in paragraph 3 above shall be and become Secured Indebtedness, as defined in the Original Mortgage and be entitled to all the benefits and security of the Original Mortgage as herein supplemented.

5. The Original Mortgage, except as amended hereby, is in all respects ratified and confirmed, and the Original Mortgage and this Third Supplement shall be read, taken and construed as one and the same instrument. Neither the execution of this Third Supplement nor anything herein contained shall be construed to impair the liens of the Original Mortgage on any of the properties and interests subject thereto, and such liens are hereby renewed and extended and shall remain in full force and effect as security for all indebtedness now or hereafter outstanding under the Original Mortgage, as herein further supplemented.

6. This Third Supplement to Mortgage, Deed of Trust, Assignment and Security Agreement has been simultaneously executed in a number of counterparts, all of which are identical, except that Annex I is only attached to the counterpart to be recorded in Grayson County, Texas. Each of the counterparts shall be deemed an original and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents, the corporate parties hereto under their respective seals and hands of their appropriate officers in that behalf, and notwithstanding their actual date of execution shall be deemed to bear the date first hereinabove written.

ANNEX I

ATTEST:

Assistant Secretary

AMERICAN QUASAR PETROLEUM CO.
OF NEW MEXICO

BY: _____
Vice President

MORTGAGOR

Peter A. MacQueen

TRUSTEE

ATTEST:

Assistant Cashier

THE FORT WORTH NATIONAL BANK-

BY: _____
Vice President

MORTGAGEE

The address of The Fort Worth National Bank is:

500 Throckmorton Street
Fort Worth, Texas 76101

JOINDER AND RATIFICATION

The Mortgaged Property consists of the interest owned by Mortgagor, as a general partner in the undersigned U. S. Quasar Partnerships (hereinafter referred to as the "General Partnerships") in certain oil and gas properties described in the Original Mortgage. The General Partnerships, each of the general partners of the General Partnerships and American Quasar Petroleum Co. of New Mexico, as nominee of the General Partnerships and record title holder of the Mortgaged Property, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby join in the execution of and ratify and approve the execution by Mortgagor of this Third Supplement and the Original Mortgage (the Third Supplement and the Original Mortgage is hereinafter referred to as the "Mortgage"); and the General Partnerships hereby covenant and agree with the Mortgagee and holder of the indebtedness secured by the Mortgage that upon receipt of notice from the holder of such indebtedness that an event of default has occurred under the Mortgage, such General Partnerships shall at the request of the holder of such indebtedness execute (or cause to be executed), deliver and file of record in the appropriate county or counties or other jurisdiction wherein the properties of such General Partnerships covered by the Mortgage are situated, an Assignment in recordable form to all of the general partners of such General Partnerships of their specific undivided interest in the same properties of the General Partnerships covered by the Mortgage and that the interest so assigned to the Mortgagor shall be made expressly subject to the terms of the Mortgage. Provided, however, that nothing herein shall be construed as an undertaking by the General Partnerships, or any of the general partners thereof other than Mortgagor, to assume or guarantee any indebtedness of Mortgagor.

ANNEX I

[redacted] [redacted] [redacted]

U. S. QUASAR PARTNERSHIP NO. 1978-2
U. S. QUASAR PARTNERSHIP NO. 1979-1

BY: American Quasar Petroleum Co. of New Mexico, as Managing General Partner and Nominee

ATTEST:

Assistant Secretary

By: _____
Vice President

BY: Can-Am Drilling Programs Limited Partnership 1978-2, as non-managi general partner of U. S. Quasar Partnership No. 1978-2

BY: Can-Am Drilling Programs Limited Partnership 1979-1, as non-managi general partner of U. S. Quasar Partnership No. 1979-1

By: Can-Am Drilling Programs, Inc., Managing General Partn

ATTEST:

Assistant Secretary

by: _____
Vice President

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared PETER A. MacQUEEN, 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 17th day of July, 1980.

Notary Public in and for
Tarrant County, Texas

My Commission Expires:

March 23, 1981

ANNEX I

THE STATE OF TEXAS |
|
COUNTY OF TARRANT |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Peter A. Mac Queen, Vice President of THE FORT WORTH NATIONAL BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said THE FORT WORTH NATIONAL BANK, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of July, 1980.

Peggy Jordan
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
March 23, 1981

THE STATE OF TEXAS |
|
COUNTY OF TARRANT |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DICK REAMES, Vice President of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, in the capacities therein stated and on behalf of the within-named general partnerships.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of July, 1980.

Cecile Mayfield
Notary Public in and for
Tarrant County, Texas

My Commission Expires:
December 3, 1980

THE STATE OF TEXAS |
|
COUNTY OF TARRANT |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BRAD PITTMAN, Vice President of CAN-AM DRILLING PROGRAMS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and

acknowledged to me that the same was the act of the said CAN-AM DRILLING PROGRAMS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and on behalf of the within-named limited partnerships.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of July, 1980.

Notary Public in and for
Tarrant County, Texas

My Commission Expires:
December 31, 1980

ANNEX I

(ACPNM to Bank-Wyoming Mtg.
R U.S. Quasar Partnersh
No. 1974-2, 1976-1, 1976-2
and 1978-1)

FOURTH SUPPLEMENT
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

This Fourth Supplement made and entered into this 12th day of September, 1980, by and between AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, a New Mexico corporation, with an office at 2500 Fort Worth National Bank Building, Fort Worth, Tarrant County, Texas 76102 ("Mortgagor"), and THE FORT WORTH NATIONAL BANK, a national banking association, whose principal office and place of business is located at 500 Throckmorton Street, Fort Worth, Tarrant County, Texas 76102 ("Mortgagee"), joined herein by U. S. Quasar Venture 1974-2 and U. S. Quasar Partnerships No. 1976-1, No. 1976-2, No. 1978-1 and all of the general partners thereof, for the purposes set out in the Joinder and Ratification Clause appearing at the end of this document;

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore executed and delivered to Mortgagee a certain Mortgage, Assignment of Production and Security Agreement dated March 10, 1978 (the "Base Mortgage"), said Base Mortgage being recorded in Book 26 at Page 264 of the Records of Park County, Wyoming, a certain First Supplement thereto dated May 31, 1978 (the "First Supplement"), said First Supplement being recorded in Book 30 at Page 241 of the Records of Park County, Wyoming, a certain Second Supplement dated December 15, 1978 (the "Second Supplement"), said Second Supplement being recorded in Book 689 at Page 57 of the Mortgage Records of Converse County, Wyoming and a Third Supplement dated June 22, 1979 (the "Third Supplement"), said Third Supplement being recorded in Book 43 at page 263 of the Records of Park County, Wyoming, Book 709 at page 226 of the Records of Converse County, Wyoming and Book 338 at

page 423 of the Records of Big Horn County, Wyoming, (the Base Mortgage, First Supplement, Second Supplement and Third Supplement being hereinafter collectively referred to as the "Original Mortgage"); and

WHEREAS, in accordance with that certain Loan Agreement of even date herewith, between Mortgagor and American Quasar Petroleum Co., as Borrowers, and Mortgagee, The Bank of New York, United California Bank, Morgan Guaranty Trust Company of New York, Continental Illinois National Bank and Trust Company of Chicago and The First National Bank of Fort Worth, additional funds may be advanced by Mortgagee to Mortgagor under the provisions of the Original Mortgage.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) to Mortgagor in hand paid by Mortgagee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Paragraph (a) of Section 2.01 of Article II of the Original Mortgage is hereby amended by deleting subparagraphs (i) and (ii) and substituting the following in lieu thereof:

> "(i) That certain Promissory Note, of even date with Fourth Supplement to this Mortgage, Assignment of Production and Security Agreement, executed and delivered jointly by Mortgagor and American Quasar Petroleum Co., a Texas corporation, in the principal amount of TWENTY-FIVE MILLION, THREE HUNDRED SIXTY THOUSAND ($25,360,000.00) AND NO/100 DOLLARS, bearing interest as therein provided payable to the order of Mortgagee at its offices in Fort Worth, Texas, on or before March 31, 1984.
>
> (ii) That certain Promissory Note, dated of even date with Fourth Supplement to this Mortgage, Assignment of Production and Security Agreement, executed and delivered jointly by Mortgagor and American Quasar Petroleum Co., a Texas corporation, in the principal amount of TWO MILLION THREE HUNDRED TEN THOUSAND ($32,310,000.00) AND NO/100 DOLLARS, bearing interest as therein provided, payable to the order of Mortgagee at its offices in Fort Worth, Texas, on or before March 31, 1985."

2. Effective as of the date hereof, the Promissory Notes described in paragraph 1 above shall be and become Secured Indebtedness, as defined in the Original Mortgage and be entitled to all the benefits and security of the Original Mortgage as herein supplemented.

3. The Original Mortgage, except as amended hereby, is in all respects ratified and confirmed, and the Original Mortgage and this Fourth Supplement shall be read, taken and construed as one and the same instrument. Neither the execution of this Fourth Supplement nor anything herein contained shall be construed to impair the liens and security interests of the Original Mortgage on any of the properties and interests subject thereto, and such liens shall remain in full force and effect as security for all indebtedness now or hereafter outstanding under the Original Mortgage as herein further supplemented and are hereby renewed and extended.

This Fourth Supplement to Mortgage, Assignment of Production and Security Agreement has been simultaneously executed in a number of counterparts, all of which are identical. Each of the counterparts shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents, the corporate parties hereto under their respective seals and hands of their appropriate officers in that behalf, and notwithstanding their actual date of execution shall be deemed to bear the date first hereinabove written.

[redacted] [redacted] [redacted]

ATTEST:

Assistant Secretary

AMERICAN QUASAR PETROLEUM CO.
OF NEW MEXICO

By
Vice President

MORTGAGOR

The address of American Quasar Petroleum Co. of New Mexico is:

2500 Fort Worth National Bank
Building
Fort Worth, Texas 76102

ATTEST:

Assistant Cashier

THE FORT WORTH NATIONAL BANK

By
Vice President

MORTGAGEE

The address of The Fort Worth National Bank is:

500 Throckmorton Street
Fort Worth, Texas 76101

JOINDER AND RATIFICATION

The undersigned U.S. Quasar Venture and Partnerships (hereinafter referred to as the "General Partnerships") and each of the general partners of the General Partnerships, each which general partner is a party signatory hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby join in the execution of and ratify and approve the execution by Mortgagor of the Original Mortgage and this Fourth Supplement thereto, (the Original Mortgage and this Fourth Supplement being hereinafter referred to as the "Mortgage"); and each of the General Partnerships hereby covenants and agrees with the Mortgagee and holder of the indebtedness secured by the Mortgage that upon receipt of notice from the holder of such indebtedness that an event of default has occurred under the Mortgage, such General Partnership shall, at the request of the holder of such indebtedness, execute (or cause to be executed), deliver and file of record in the appropriate county or counties or other jurisdiction wherein the properties of such General Partnership covered by the Mortgage are situated, an Assignment in recordable form to all of the general partners of such General Partnership of their specific undivided interests in the same properties of the General Partnership covered by the Mortgage and that the interest so assigned to the Mortgagor shall be made expressly subject to the terms of the Mortgage. Provided, however, that nothing herein shall be construed as an undertaking by the General Partnerships, or any of the general partners thereof other than Mortgagor, to assume or guarantee any indebtedness of Mortgagor

U. S. QUASAR VENTURE 1974-2
U. S. QUASAR PARTNERSHIP NO. 1976-1
U. S. QUASAR PARTNERSHIP NO. 1976-2
U. S. QUASAR PARTNERSHIP NO. 1978-1

BY: American Quasar Petroleum Co. of New Mexico, as Managing General Partner and Nominee

ATTEST:

Assistant Secretary

By: Dick Reames
Vice President

BY: Canadian-American Resources Fund Limited Partnership 1974-2, as a non-managing general partner of U. S. Quasar Venture 1974-2

By: Canadian-American Resources Fund, Inc., Managing General Partner

ATTEST:

Assistant Secretary

by: R E Blackley
Vice President

BY: Can-Am Drilling Programs Limited Partnership 1976-1, as non-managing general partner of U.S. Quasar Partnership No. 1976-1

BY: Can-Am Drilling Programs Limited Partnership 1976-2, as non-managing general partner of U.S. Quasar Partnership No. 1976-2

BY: Can-Am Drilling Programs Limited Partnership 1978-1, as non-managing general partner of U.S. Quasar Partnership No. 1978-2

By: Can-Am Drilling Programs, Inc. Managing General Partner

ATTEST:

Assistant Secretary

by: Robert L. Offutt
Vice President

STATE OF TEXAS

COUNTY OF TARRANT

Before me appeared Dick Reames, to me personally known, who, being by me duly sworn, did say that he is the Vice President of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named general partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of September, 1980.

Judy L Ross
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

3-10-84

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared Peter A. Mac Queen, to me personally know, who, being by me duly sworn, did say that his is the Vice President of THE FORT WORTH NATIONAL BANK, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of SEPT, 1980.

Bonnie S. Pearson
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

3-20-84

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared R. E. Blackley, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CANADIAN-AMERICAN RESOURCES FUND, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named limited partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of September, 1980.

Peggy Jordan
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

March 23, 1981

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared Robert L. Clifford, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CAN-AM DRILLING PROGRAMS, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said person acknowledged said instrument to be the free act and deed of said corporation and the within named limited partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of September, 1980.

Notary Public in and for
Tarrant County, Texas

My Commission Expires:

6-30-81

[redacted] [redacted]

(AQPNM to Bank-[redacted]ng Ntg.
Re: .S. Quasa[redacted]tnership
No. 1974-2, 1976-1, 1976-2
and 1978-1)

FIFTH SUPPLEMENT
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

This Fifth Supplement made and entered into as of the 30th day of SEPTEMBER, 1980, by and between AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, a New Mexico corporation, with an office at 2500 Fort Worth National Bank Building, Fort Worth, Tarrant County, Texas 76102 ("Mortgagor"), and THE FORT WORTH NATIONAL BANK, a national banking association, whose principal office and place of business is located at 500 Throckmorton Street, Fort Worth, Tarrant County, Texas 76102 ("Mortgagee"), joined herein by U. S. Quasar Venture 1974-2 and U. S. Quasar Partnerships No. 1976-1, No. 1976-2, No. 1978-1 and all of the general partners thereof, for the purposes set out in the Joinder and Ratification Clause appearing at the end of this document;

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore executed and delivered to Mortgagee a certain Mortgage, Assignment of Production and Security Agreement dated March 10, 1978 (the "Base Mortgage"), said Base Mortgage being recorded in Book 26 at Page 264 of the Records of Park County, Wyoming, a certain First Supplement thereto dated May 31, 1978 (the "First Supplement"), said First Supplement being recorded in Book 30 at Page 241 of the Records of Park County, Wyoming, a certain Second Supplement dated December 15, 1978 (the "Second Supplement"), said Second Supplement being recorded in Book 689 at Page 57 of the Mortgage Records of Converse County, Wyoming, a Third Supplement dated June 22, 1979 (the "Third Supplement"), said Third Supplement being recorded in Book 43 at page 263 of the Records of Park County, Wyoming, Book 709 at page 226 of the Records of Converse County, Wyoming and Book 338 at

ANNEX I (Item 5)

page 423 of the Records of Big Horn County, Wyoming, and a certain Fourtn Supplement thereto dated September 12, 1980, (the "Fourth Supplement"), said Fourth Supplement being recorded in the following indicated records of the following counties in Wyoming:

COUNTY	VOLUME	PAGE
Park		
Converse		
Big Horn		

(the base Mortgage and First, Second, Third and Fourth Supplements thereto being hereinafter collectively referred to as the "Original Mortgage"); and

WHEREAS, in accordance with that certain Loan Agreement dated September 12, 1980, between Mortgagor and American Quasar Petroleum Co., as Borrowers, and Mortgagee, The Bank of New York, United California Bank, Morgan Guaranty Trust Company of New York, Continental Illinois National Bank and Trust Company of Chicago and The First National Bank of Fort Worth, additional funds may be advanced by Mortgagee to Mortgagor under the provisions of the Original Mortgage.

WHEREAS, Mortgagor has agreed to grant to Mortgagee its interest in certain oil and gas properties situated in Big Horn County, Wyoming, which interests and properties are described in Exhibit "A" attached hereto, to further secure the indebtedness of Mortgagor to Mortgagee described in the Original Mortgage;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) to Mortgagor in hand paid by Mortgagee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Mortgagor does hereby grant, bargain, sell, convey, mortgage and confirm as and by way of a first, fixed and specific mortgage, pledge and charge unto Mortgagee, and to its successors and assigns, the right, title and interest of Mortgagor in and to the oil, gas and mineral leases, leasehold estates and lands described and set forth in Exhibit "A" attached hereto, which is hereby made a part hereof for all purposes and

[redacted] [redacted] [redacted]

any and all other rights, titles, and interests which Mortgagor may own in, to or under said leases, leasehold estates and lands, including all contract rights, powers, privileges, and other properties and rights pertaining thereto, together with its entire right, title and interest in and to all wells and personal property, fixtures and equipment situated thereon and used or obtained in connection therewith and together with all of Mortgagor's right, title and interest in and to the net interest in production of Mortgagor as described and set forth in Exhibit "A" (subject to the Assignment of Production provisions of the Original Mortgage) and all rights, titles, powers and privileges owned and held by Mortgagor therein.

TO HAVE AND TO HOLD the said interests in the property described and set forth in Exhibit "A" unto the Mortgagee, and to its successors and assigns forever upon the terms set forth in the Original Mortgage as supplemented by this Fifth Supplement.

2. Effective as of the date hereof, the oil and gas properties and interests described in Exhibit "A" attached hereto shall be and they hereby are considered to be a part of the "Mortgaged Property" as defined in the Original Mortgage and, as such, subject to all the terms and conditions of the Original Mortgage as herein further supplemented.

3. The Original Mortgage, except as amended hereby, is in all respects ratified and confirmed, and the Original Mortgage and this Fifth Supplement shall be read, taken and construed as one and the same instrument. Neither the execution of this Fifth Supplement nor anything herein contained shall be construed to impair the liens and security interests of the Original Mortgage on any of the properties and interests subject thereto, and such liens shall remain in full force and effect as security for all indebtedness now or hereafter outstanding under the Original Mortgage as herein further supplemented and are hereby renewed and extended.

This Fifth Supplement to Mortgage, Assignment of Production and Security Agreement has been simultaneously executed in a number of counterparts, all of which are identical. Each of the counterparts shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents, the corporate parties hereto under their respective seals and hands of their appropriate officers in that behalf, and notwithstanding their actual date of execution shall be deemed to bear the date first hereinabove written.

ATTEST:

Maurine Cozart
Assistant Secretary

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

By _____
Vice President

MORTGAGOR

The address of American Quasar Petroleum Co. of New Mexico is:

2500 Fort Worth National Bank Building
Fort Worth, Texas 76102

ATTEST:

Timothy L. Petrus
Assistant Cashier

THE FORT WORTH NATIONAL BANK

By _____
Vice President

MORTGAGEE

The address of The Fort Worth National Bank is:

500 Throckmorton Street
Fort Worth, Texas 76101

JOINDER AND RATIFICATION

The undersigned U.S. Quasar Venture and Partnerships (hereinafter referred to as the "General Partnerships") and each of the general partners of the General Partnerships, each which general partner is a party signatory hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby join in the execution of and ratify and approve the execution by Mortgagor of the Original Mortgage and this Fifth Supplement thereto, (the Original Mortgage and this Fifth Supplement being hereinafter referred to as the "Mortgage"); and each of the General Partnerships hereby covenants and agrees with the Mortgagee and holder of the indebtedness secured by the Mortgage that upon receipt of notice

from the holder of such indebtedness that an event of default has occurred under the Mortgage, such General Partnership shall, at the request of the holder of such indebtedness, execute (or cause to be executed), deliver and file of record in the appropriate county or counties or other jurisdiction wherein the properties of such General Partnership covered by the Mortgage are situated, an Assignment in recordable form to all of the general partners of such General Partnership of their specific undivided interests in the same properties of the General Partnership covered by the Mortgage and that the interest so assigned to the Mortgagor shall be made expressly subject to the terms of the Mortgage. Provided, however, that nothing herein shall be construed as an undertaking by the General Partnerships, or any of the general partners thereof other than Mortgagor, to assume or guarantee any indebtedness of Mortgagor.

U. S. QUASAR VENTURE 1974-2
U. S. QUASAR PARTNERSHIP NO. 1976-1
U. S. QUASAR PARTNERSHIP NO. 1978-1

BY: American Quasar Petroleum Co. of New Mexico, as Managing General Partner and Nominee

ATTEST:

Maurine Cozart
Assistant Secretary

By: R E Ramsey
Vice President

BY: Canadian-American Resources Fund Limited Partnership 1974-2, as a non-managing general partner of U. S. Quasar Venture 1974-2

By: Canadian-American Resources Fund, Inc., Managing General Partner

ATTEST:

Assistant Secretary

by: R E Blackley
Vice President

BY: Can-Am Drilling Programs Limited Partnership 1976-1, as non-managing general partner of U.S. Quasar Partnership No. 1976-1

BY: Can-Am Drilling Programs Limited Partnership 1976-2, as non-managing general partner of U.S. Quasar Partnership No. 1976-2

BY: Can-Am Drilling Programs Limited Partnership 1978-1, as non-managing general partner of U.S. Quasar Partnership No. 1978-1

By: Can-Am Drilling Programs, Inc. Managing General Partner

ATTEST:

Assistant Secretary

by: Robert L Chaffin
Vice President

408

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared Dick Reames, to me personally known, who, being by me duly sworn, did say that he is the Vice President of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named general partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30 day of September, 1980.

Judy J. Ross
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

3/10/84

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared Peter A. Mac Queen, to me personally know, who, being by me duly sworn, did say that his is the Vice President of THE FORT WORTH NATIONAL BANK, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of October, 1980.

Bonnie S. Pearson
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

3/20/84

STATE OF TEXAS X
X
COUNTY OF TARRANT X

Before me appeared R. E. Blackley, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CANADIAN-AMERICAN RESOURCES FUND, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said person acknowledged said instrument to be the free act and deed of said corporation and the within-named limited partnerships.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of Sept., 1980.

Peggy Jordan
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

March 23, 1981

STATE OF TEXAS)
)
COUNTY OF TARRANT)

Before me appeared Robert S. Clifford, to me personally known, who, being by me duly sworn, did say that he is the Vice President of CAN-AM DRILLING PROGRAMS, INC., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said person acknowledged said instrument to be the free act and deed of said corporation and the within named limited partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of Sept., 1980.

Peggy Jordan
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

March 23, 1981

410

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD C. TEFERTILLER and PENNY K. TEFERTILLER,

husband and wife

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of --One Hundred Thirty Thousand and no/100-------- Dollars, due 6 months with interest from date at the rate of 16½ 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:

LOT 4 of the Chapin Subdivision, Sublette County, Wyoming.

130120

Recorded 211 P 254

RECORDED August 31 1981 2:30 P M
IN BOOK 3 of Misc PAGE 410
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE, WYOMING

Kathleen Fitzgerald COUNTY CLERK

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 $130,000.00 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 7th day of August A. D. 19 81

In the presence of

Penny K Tefertiller

[redacted] [redacted] [redacted]

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard Tefertiller, Penny K. Tefertiller, ,

this 7th day of August, 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, $

411

412

MORTGAGE DEED—FORM NO. 4½ THE HILLS 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

Seventeen thousand dollars and no/100 Dollars, due 60days

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,

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:

Block 20, Lots 18, 19, 20, 21, 22, 23, and 24, Marbleton
Sublette County, Wyoming

130-123

Book 011 p 25-9

RECORDED August 31 1981 2:30 PM
IN BOOK 3 of Misc PAGE 412
FEES $6.00 Kay Lynch COUNTY CLERK
By Deputy

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 Seventeen thousand dollars 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~~ XXXXXXXXXX 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 July 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 William R. Tanner, Helen R. Tanner, ,

this 15th day of July, 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, $

4/4

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141 302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

TERRY D. REKDAL and JEAN M. REKDAL, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Eighty Five hundred and no/100---------- Dollars, due 8/20/84 with interest from date at the rate of 18 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, 36 monthly payments in the amount of $307.30

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

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

Lot One (1) 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 Reigster of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restirctions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO prior mineral reservations of record; and
RESERVING TO GRANTORS all oil and gas and other minerals together with the right of ingress and egress to prospect for, mine and remove same.

Mod Bk 11 p 458

186125

RECORDED August 31 1981 2:30 P M
IN BOOK 34 Misc. PAGE 414
FEES $ 6.00 Laura 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 $8,500.00 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 20th day of August A. D. 19 81.

In the presence of

Terry Rekdal

Jean Rekdal

State of WYOMING
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Terry D. Rekdal, aka Terry Rekdal, Jean M. Rekdal, this 20th day of August, 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, $ ...

4/5

4/6

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DAVID M. SANDERS and LELA L. SANDERS, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Twenty One Thousand and no/100------- Dollars, due 10 years with interest from date at the rate of 17 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, 120 payments in the amount of $364.98

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:

North thirty-four (34) feet of Lots 1 and 2,
Block 16, C. P. MacGlashan First Addition to
Big Piney, Sublette County, Wyoming.

186127

Misc Bk 11 p 624

RECORDED August 31 1981 2:30 P M
IN BOOK 3 of Misc PAGE 416
FEES $ 6.00 Lena J Yoke 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 $21,000.00 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 August A. D. 1981.

In the presence of

David M. Sanders

Lela L. Sanders

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by David M. Sanders, Lela L. Sanders,

this 13th day of August, 19 81.

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 } 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, $ .....

417

418 Misc Bk 12 pg 28

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD R. WENZ and GEORGIA WENZ, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eighty Five 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 (1) promissory note, of even date herewith, $1,477.28 payments for 120 months with adjustment on first 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 Twenty (20), Twenty-one (21) and Twenty-two (22), Block Twenty-seven (27), of the Townsite of Marbleton, Sublette County, Wyoming.

186128

RECORDED August 31 1981 2:50 P M
IN BOOK 34 Misc PAGE 418
FEES $6.00 Lena J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M 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 $85,000.00 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 6th day of August A. D. 19 81.

In the presence of

Richard Wenz

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard Wenz, Georgia Wenz, this 6th day of August, 1981.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: 9/1/85

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, $

420

400-1-354768

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 4TH day of SEPTEMBER ,

19 81 , JOHN F. SIMS AND LINDA MARIE SIMS, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is corner of S. Alley and Third Streets 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:

Lots 1 and 2, Block 5 of the Town of Marbleton, Sublette County, Wyoming, according to that plat of record in the office of the Sublette County Clerk, Pinedale, 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 AND NO/100----------DOLLARS

($ 50,000.00) 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 TWENTY-TWO AND NO/100----------DOLLARS

($ 522.00), commencing on the Firstday of November , 19 81 , 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 OCTOBER ,

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.

186552

Sept 4 1981 11:00 AM
PAGE 420

[redacted] [redacted] [redacted]

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 16.500 % (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.

John F. Sims
JOHN F. SIMS Mortgagor

Linda Marie Sims
LINDA MARIE SIMS Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF TETON)

On this 17th day of September , 19 81 , before me personally appeared John F. Sims and Linda Marie Sims , 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.

Susie Lutz
County of
Teton
My Commission Expires
Notary Public
State of
Wyoming
June 2, 1983

Susie Lutz
Notary Public

My commission expires on the 2nd day of June , 19 81 .

421 422 423

424 Real Bk 11 pg 261

MORTGAGE

THIS MORTGAGE is made this 4th day of September, 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 SIX THOUSAND EIGHT HUNDRED DOLLARS AND NO/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated September 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 October 1, 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.

186557

RECORDED Sept 8 1981 8:00 A M
IN BOOK 31 MISC PAGE 424
FEES 9.00 CLERK COUNTY CLERK by Deputy

which has the address of [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

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.

Arlie Jelouchan
Arlie Jelouchan

John J. Jelouchan
John J. Jelouchan —Borrower

Frank J. Jelouchan
Frank J. Jelouchan —Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this September 4, 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

Donna M. Ngai
Notary Public

DONNA M. NGAI NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

(Space Below This Line Reserved For Lender and Recorder)

428 Released BK. 14 Rel. @ pg. 281

MORTGAGE DEED—FORM NO. 4½

THE MILES COMPANY, CHEYENNE, WYO.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JACK E. HEGARDT and HELEN HEGARDT, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Sixteen Thousand Eight Hundred and No/100 ($16,800.00) Dollars, due 9/5/91 with interest from 8/31/81 at the rate of eighteen (18%) per cent per annum, payable monthly included in payments evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $302.72 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 18, 19 and 20, Block 4, Cooley First Addition to the Town of Pinedale, Wyoming, as the same appear of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

Together with 12' x 60' Brookwood Trailer, Serial No. FFSPXMT0373 with all appliances, furniture, upgraded carpet, new woodburner, swamp cooler and some household items located thereon.

186602

RECORDED September 11 1981 10:00 AM
IN BOOK 34 Misc PAGE 428
FEES $ [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 31st day of August A. D. 19 81.

In the presence of

Jack E. Hegardt
Jack E. Hegardt

Helen Hegardt
Helen Hegardt

MORTGAG[redacted]—FORM NO. 4½ [redacted] THE HILL[redacted] Law 141 3/4

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JACK E. HEGARDT and HELEN HEGARDT, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Sixteen Thousand Eight Hundred and No/100 ($16,800.00) Dollars, due 9/5/91 with interest from 8/31/81 at the rate of eighteen (18%) per cent per annum, payable monthly included in payments evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $302.72 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 18, 19 and 20, Block 4, Cooley First Addition to the Town of Pinedale, Wyoming, as the same appear of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

Together with 12' x 60' Brookwood Trailer, Serial No. FFSPXMT0373 with all appliances, furniture, upgraded carpet, new woodburner, swamp cooler and some household items located thereon.

186602

RECORDED September 11 1981 10:08 AM
IN BOOK 34 MTG PAGE 428
FEES $ 6.00 Lou Ellen Yates 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 31st day of August A. D. 19 81.

In the presence of

Jack E. Hegardt
Jack E. Hegardt

Helen Hegardt
Helen Hegardt

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Jack E. Hegardt and Helen Hegardt,

this 3rd day of September, 1981.

Witness my hand and official seal.

Jean Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: January 5, 1985

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]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD R. WENZ and GEORGIA M. WENZ, husband and wife

STEVEN H. WENZ and DEBBIE H. WENZ, husband and wife

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

--Forty Two 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 (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 Eleven (11) and Twelve (12), Block Twenty-Three (23) 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, 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.

186609

RECORDED Sept 14 1981 8:00 A M
IN BOOK 34 Misc PAGE 430
FEES $6.00 Laura Yake 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 $42,000.00 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 24th day of August A. D. 19 81.

In the presence of

Richard R. Wenz
Georgia M. Wenz
Steven H. Wenz
Debbie H. Wenz

430 Misc Bk 11 Pg 163

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard Wenz, Georgia Wenz, Steven Wenz and Debbie Wenz, this 24th day of August, 1981.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: 9/1/85

RELEASE OF 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 HILL[redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

NICHOLAS STADLER, aka Nick Stadler

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

---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 promissory note, of even date herewith,

do hereby mortgage to

State Bank of Big Piney

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real

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

Lots 10 and 11, Block 5 of the Triangle Addition to the Town of Pinedale, Sublette County, Wyoming.

186610

RECORDED Sept 14 1981 8:00 A M
IN BOOK 3 Mtg PAGE 432
FEES $6.00 Lavon Yeik COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M Ellison

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than 6,400.00 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 reasonbale 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 September A. D. 1981.

In the presence of

Nick Stadler

432 Misc Bk 11 Pg. 280

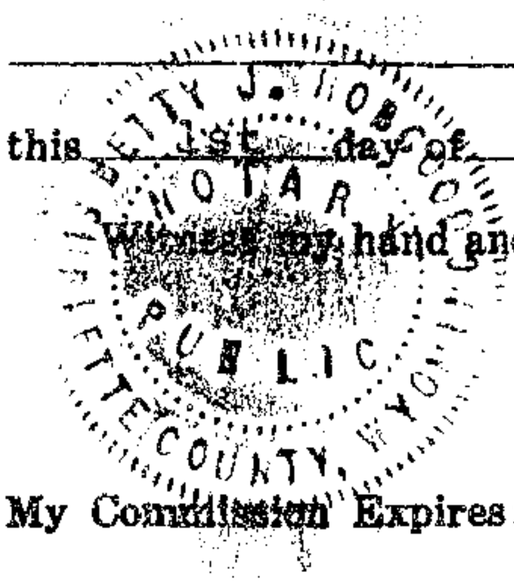
State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Nick Stadler,

_____;

this 1st day of September, 1981.

Witness my hand and official seal.



Signature

Notary Public

Title of Officer

My Commission Expires: 9/1/85

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]D—FORM NO. 4½ [redacted] THE HALL-[redacted] STATIONERY, SHERIDAN, WYOMING

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Mary Lou Smith, a single woman

Big Piney, Wyoming 83113

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Fifteen thousand dollars and no/100 Dollars, due Sept. 10, 1991 with interest from date at the rate of 16.50 per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith,

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, 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.

186611

FILED Sept 14 1981 8:44 AM
IN BOOK 34 Misc PAGE 434
FEES $6.00 Dorothy McKenzie 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 Twenty seven thousand 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 September A. D. 19 81.

In the presence of

Teresa K Jefferies

Mary Lou Smith

434 Released BK 15 Rel @ Pg 379

435

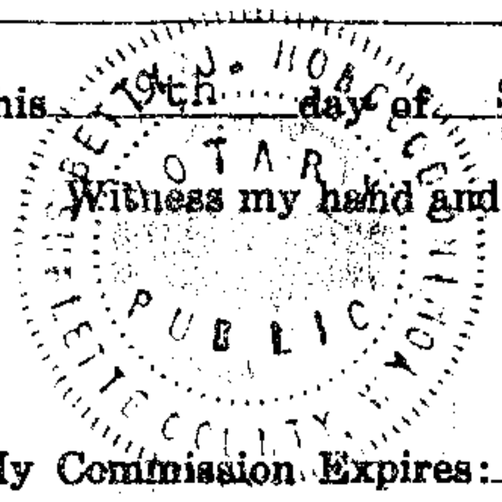
State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Mary Lou Smith

_____, _____,

this 17th day of September, 1981.

Witness my hand and official seal.



Betty J. Hathaway
Signature
Notary Public
Title of Officer

My Commission Expires: 9/1/85

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] DEED—FORM NO. 4½ [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

SONNY E. ALEXANDER and DIANA LYNN ALEXANDER, husband and wife

P. O. Box 112 Daniel, Wyoming 83115

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty thousand dollars and no/100 Dollars, due

with interest from date at the rate of 16.50 per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY

mortgagee, whose address is BIG PINEY, WYOMING 83113

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

Tract 12, Unit B, Daniel Meadow Sub-Division, Daniel, Wyoming

186612

RECORDED September 14 1981 8:00 A M
IN BOOK 34 Misc PAGE 436
FEE $6.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Mellenie

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 Dollars 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 September A. D. 19 81.

In the presence of

Sonny E. Alexander

Diana Lynn Alexander

436 — Rel'd Vol II Pg 311

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Sonny E. Alexander, DIANA LYNN ALEXANDER,

this 27th day of September, 1981.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: 9/1/85

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] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Jerry L. McMillen and Linda McMillen, husband and wife

~~Box 955~~ Big Piney, Wyoming 83113

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

Four thousand three hundred twenty five Dollars, due Sept. 3, 1984

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 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 24, Meadow Canyon Estates, Sublette County, Sublette County, Wyoming.

186613

Deed B11 p 531

RECORDED Sept 14 1981 8:00 AM

IN BOOK 34 Misc PAGE 438

FEES $6.00 Dorothy Fleck COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M Fleck

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 Four thousand three hundred Twenty Five 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 3rd day of September A. D. 19 81.

In the presence of

Jerry L. McMillen

Linda McMillen

438

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Jerry L. McMillen, Linda McMiller, this 3rd day of September, 1981.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 9/1/85

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] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DAVID L. HAWKS and BEVERLY J. HAWKS, husband and wife,

mortgagor S, of Natrona County, State of Wyoming, to secure the payment of Twelve Thousand Three Hundred Twenty-seven and 60/100 Dollars, due 8/10/83 with interest from 8/10/81 at the rate of ten(10%) per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to HAROLD REACH and LEDA I. REACH, husband and wife,

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:

Township 37 North, Range 110 West of the 6th Principal Meridian, Sublette County, Wyoming;
Section 35: That portion of the $N\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$ and $N\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$ West of the Cora-Kendall road, containing 20.35 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
SUBJECT TO an easement for purposes of road along North edge of said tract and along existing road across said lands, of record.

186628

RECORDED September 14 1981 11:22AM
IN BOOK 34 Misc PAGE 440
FEES $6.00 Laura Yahn 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 10th day of September A. D. 19 81.

In the presence of

David L. Hawks
David L. Hawks

Beverly J. Hawks
Beverly J. Hawks

440 Rel Bk 12 pg 71

State of Wyoming
County of ~~Sublette~~ Natrona } ss.

The foregoing instrument was acknowledged before me by David L. Hawks and Beverly J. Hawks,

this 10th day of September, 1981.

Witness my hand and official seal.

Linda Mundell
Signature
Notary Public
Title of Officer

My Commission Expires: 10-26-81

LINDA MUNDELL - Notary Public
County of Natrona — State of Wyoming
My Commission Expires Oct. 26, 1981

RELEASE OF 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] 400-5-354767 [redacted]

...rtgage
...AYOMING
...A Form 21...6m
...v. Jan. 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. AYGARN AND ROBERTA J. AYGARN
husband and wife
herein designated as Mortgagor, of 560 County Road TOWN OF MARBLETON, 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 RAINIER MORTGAGE COMPANY,
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 SEVEN HUNDRED FOUR AND 70/100---------- Dollars ($ 704.70), commencing on the first day of NOVEMBER, 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 OCTOBER, 2006, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

Lots 5, 6, 7, & 8, Block 5, Marbleton Townsite, Sublette County, State of Wyoming as surveyed, platted, and recorded in the Office of the Sublette County Commissioners and Ex-officio Register of Deeds.

*136273

FILED: Sept 17 1981 1213 P.M.
RECORDED: 34 Misc PAGE 1112
FEES: $2 Karen J. Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy Jill Eldredge

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, lighting fixtures and equipment now or hereafter attached to or used in connection with said premises.

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

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

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

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

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

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

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

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

442 Released BK. 14 Rel. @ Pg. 52

(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 or any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

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

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within Sixty (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 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

[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 expenses, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver 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 17.50% (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 the 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 Roberta J. Aygarn wife of the said Michael Aygarn 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 15th day of September, 1981

In the presence of--

MICHAEL AYGARN

ROBERTA J. AYGARN

THE STATE OF WYOMING }
} ss:
COUNTY OF TETON }

On this day of September, 1981, before me personally appeared Michael Aygarn and Roberta J. Aygarn 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.

Subscribed under my hand and seal, this 15th day of September, A.D. 19 81

County of Teton State of Wyoming
My Commission Expires June 2, 1983

My commission expires

Notary Public

STATE OF WYOMING }
} ss:
COUNTY OF }

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

County Clerk and ex officio Register of Deeds

Fees: $ By
Deputy

RLSE Book 12, Page 798

10-4-85

445

REAL ESTATE MORTGAGE

FORM FLB 202-NR (Rev. 1-77)

Date September 11, 1 31

Craig J. Georgeson and Cheryl S. Georgeson, husband and wife.

, Mortgagors,

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

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

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

SEC. TWP. RG.

Lot 4, Block 6, Redstone First Addition to the Town of
Pinedale, Sublette County, Wyoming.

186662

RECORDED Sept 11 1981 2:00 P M
IN BOOK Mtg 34 PAGE 445
FEES $6.00 Lois Clark 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, window, 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 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, 2011. This conveyance shall be void upon the payment of said promissory note.

The Mortgagors agree to pay, if required by Mortgagee, on each installment date, in addition to the sums required in the above-described promissory note, sums 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 claims whatsoever, and that said property is free from all encumbrances; that they will keep all the improvements, fixtures, and appurtenances occupied and in good repair and permit no acts of waste; and they will relinquish all rights of homestead in said premises, and covenant and agree with the Mortgagee, as follows:

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

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

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

(4) That in the event the Mortgagors fail to pay when due any taxes, liens, judgments, or assessments, or fail to maintain insurance as hereinafore 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 number and as masculine, feminine, or neuter gender, according to the context.)

Craig J. Georgeson (SEAL)

Cheryl S. Georgeson (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF Wyoming
} ss.
COUNTY OF Sublette

On this 16 day of Sept, A.D., 19 85, before me, a Notary Public in and for said County and State, personally appeared Craig J. Georgeson and Cheryl S. Georgeson, 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.

7-6-1985

Richard R. Erickson
(Type or print name under signature)
Notary Public In and for said County and State

This Space For Use of Mortgagee Only

Loan No. 707-3-8587 47

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 $

446

447 Released BK 15 Rel e Pg 331

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 Chris A. and Debbie Moffat, husband and wife

herein designated as Mortgagor, of Box 952 Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty Seven Thousand and no/100---------- Dollars ($ 47,000.00), with interest at the rate of eleven and seven eights per centum (11.875 %) 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 Four hundred ninety and 68/100---------- Dollars ($ 490.68), commending on the first day of November, 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 September, 2006, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

LOT 6, BLOCK 7, BALL SECOND ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING

186764

RECORDED September 25 1981 10 o'clock A.M.
IN BOOK 34 Mtg PAGE 447
FEES $ 5.00 Lois J Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO.

by Dorothy McElwee

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 7 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 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 17.5 % (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 Debbie Moffat wife of the said Chris Moffat
does in 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 16th day of September, 1981

In the presence of—

Chris A. Moffat

Debbie Moffat

THE STATE OF WYOMING
} ss:
COUNTY OF

On this 16th day of September, 19 81, before me personally appeared Chris and Debbie Moffat to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notary seal, this 16th day of September, A.D. 19 81

[SEAL]

My commission expires

Notary Public.

STATE OF WYOMING
} ss:
COUNTY OF

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

County Clerk and ex officio Register of Deeds

Fee: $ By
Deputy

Position 5

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

SUPPLEMENTAL
REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by ROY T. FISK and CAROLYN B. FISK, husband and wife

residing in Sublette County, Wyoming, whose post office address is Star Route Box 61, Jackson, Wyoming, 83001, 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*
3/14/79	$350,000.00	8½%	3/14/2019

(If the interest rate is less than n/a % 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:

This is supplemental real estate security for the above note which is further secured by a mortgage dated March 14, 1979, and recorded March 14, 1979, Bk 31 of Mtgs, Pg. 334.

A tract of land located in the NE¼ of Section 24, T 38N, R 114W of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

36760

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

450

pt1 Rel Bk 18 Rel Pg 311 12/12/96
PH. Rel. Bk 17 Rel Pg 491

Beginning at a point which bears S 58° 56' 50" E, a distance of 1021.71 feet from the North Quarter Corner of said Section 24; thence from said point of beginning S 13° 30' 35.3" W, a distance of 218 feet; thence N 76° 29' 24.7" W (N 75° W - Record), a distance of 15 feet; thence N 13° 30' 35.3" E (N 15° E - Record), a distance of 218 feet; thence S 76° 29' 24.7" E (S 75° E - Record) along the south right-of-way of U.S. Highway 187, a distance of 15 feet to the point of beginning, said tract containing 0.075 acres, more or less.

A tract of land located in the NE¼ of Section 24, T 30N, R 114W of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at a point which bears S 76° 29' 24.7" E (S 75° E - Record), a distance of 178.69 feet from a point which bears S 58° 56' 50" E, a distance of 1026.71 feet from the North Quarter Corner of said Section 24; thence from a said point of beginning S 76° 29' 24.7" E (S 75° E - Record) along the south right-of-way of U. S. Highway 187, a distance of 6.31 feet; thence S 13° 30' 35.3" W (S 15° W - Record), a distance of 218 feet; thence N 76° 29' 24.7" W (N 75° W - Record), a distance of 6.31 feet; thence N 13° 30' 35.3" E, a distance of 218 feet to the point of beginning; said tract contains 0.032 acres, more or less.

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, floor 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 (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 hereby 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 authorized 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 attributable to and against the property, including all charges and assessments in connection with water, water rights, or water stock pertaining to or reasonably necessary to the use of the real property described herein, 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 Government.

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

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

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

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

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

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

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

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

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

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation or appraisal of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby 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 will and will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said lands, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep 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 [illegible] hand(s) and seal(s) this 26th

day of August, 19 81.

Roy T. Fisk
ROY T. FISK

Carolyn B. Fisk
CAROLYN B. FISK

ACKNOWLEDGMENT

STATE OF WYOMING
} ss:
COUNTY OF SUBLETTE

The foregoing instrument was acknowledged before me by Roy T. Fisk and Carolyn B. Fisk

, this 26th day of

August, 19 81.

Witness my hand and official seal.

[illegible] County of [illegible] State of Wyoming
My Commission expires July 28, 1984

(SEAL)

My commission expires: July 28, 1984

Notary Public

RIGA [redacted] —FORM NO. 4½ [redacted] [redacted] JAN 1 01502

SUPPLEMENTAL MORTGAGE DEED WITH RELEASE OF HOMESTEAD

R. DOUGLAS SCOTT and CONSTANCE J. SCOTT, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY and No/100 Dollars, due July 1, 2003 with interest from August 1,1978 at the rate of nine(9%) per cent per annum, payable monthly included in payments dated 8/1/78 evidenced by one promissory note payable in monthly installments of $372.45

do hereby mortgage to

CENTURY FEDERAL SAVINGS & LOAN ASSOCIATION OF LONG ISLAND

mortgagee, whose address is

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

A tract of land located in the NE¼ of Section 24, T. 38 N., R. 114 W. of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
Beginning at a point which bears S. 13°30'55.3"W., a distance of 218 feet from a point which bears S. 56°56'50"E., a distance of 102.71 feet from the North Quarter Corner of said Section 24; thence from said point of beginning S. 76°29'24.7"E. (S.75°E - Record) a distance of 178.69 feet; thence S. 13°30'55.3"W., a distance of 26 feet; thence N. 76°29'24.7"W., a distance of 178.69 feet; thence N. 13°30'55.3"E., a distance of 26 feet to the point of beginning; said tract contains 0.107 acres, more or less.

This is a Supplemental Mortgage encumbering additional property but with the same consideration and under the same terms as that certain mortgage dated 6/15/78, filed for record 6/15/78 in Book 30 of Mortgages at page 241, and assigned to Century Federal Savings and Loan Association of Long Island by Miller & Vicle, a Utah Corporation by Assignment dated 7/12/78 and filed for record 7/19/78 in Book 30 of Mortgages at page 552, office of the County Clerk.

[illegible] Book 31 Page 454
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 16th day of August A. D. 19 81.

In the presence of

R. Douglas Scott

Constance J. Scott

Mod. bk. 31 pg. 317 8/8/11 454

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by R. Douglas Scott and Constance J. Scott, this 27th day of August, 19 81.

Official seal.

My Commission Expires: 2/28/84

Elmer R. Adams
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, $

SECOND

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Kemper L. Sackman and Patricia Irene Sackman, husband and wife as tenants in common herein designated as Mortgagor, of Sublette, State of Wyoming, County of , to secure the payment of the principal sum of $8,818.48 Dollars ($), with interest as evidenced by a promissory note dated August 26, 1981 herewith to the order of R. Douglas Scott and Constance J. Scott, Husband and Wife, 1724 Willox Court, Fort Collins, Colorado 80524

, hereinafter designated Mortgagee, principal and interest payable in 60 installments of $ 187.38 each on the first day of each month, beginning on the first day of October , 19 81 , each installment to be applied first to interest, and the balance to be applied to principal, any balance of principal or interest remaining unpaid shall be due with the last installment on October 1, 1986 , hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

A tract of land located in the NE¼ of Section 24, T.30N., R.114W. of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at a point which is S.56°56'50"E., a distance of 1026.71 feet from the North Quarter Corner of said Section 24; thence from point of beginning S.76°29'24.7"E. along the south right-of-way line of U.S. Highway 187, a distance of 178.69 feet; thence S.13°30'35.3"W., a distance of 244.0 feet; thence N.76°29'24.7"W., a distance of 178.69 feet; thence N.13°30' 35.3"E., a distance of 244.0 feet to point of beginning; said tract contains 1.00 acres.

12642

RECORDED the 25 day of Aug 1981 10:00 A
IN BOOK 34 Misc PAGE 455
of Miscellaneous Records COUNTY
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy Recorder

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 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:

Released BK. 14 Rel. @ Pg. 311 456 assigned Bk 35 Pg 89 also 49-231

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 any interest paying date prior to maturity.

2. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

3. That nothing shall be done in or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

4. 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. 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.

5. 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 3 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 same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

6. 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.

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following: Sixty(60) days after written notice from Mortgagee to the Mortgagor of the

Calling of a meeting of creditors; application for, or appointment of, a receiver of any of them or their property; filing of a voluntary or involuntary petition under any of the provisions of the Bankruptcy Act or amendments thereto; issuance of a warrant or attachment; entry of a judgment; failure to pay, collect or remit any tax or tax deficiency, Federal, State or local, when assessed or due; death dissolution; making, or attempting to make of an intended bulk sale; mortgage or pledge of any property; suspension or liquidation of their usual business; failure, after demand, to furnish financial information or to permit inspection of any books or records; default in payment or performance of this note or any other obligation to, or acquired in any manner by payee, or if the condition or affairs of any of them shall change as in the opinion of the Mortgagee or other legal holder thereof, shall increase its credit risk—this note and all other obligations, direct or contingent, of any maker or endorser hereof to payee shall become due and payable immediately without notice or demand.

That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any instalment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and power 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 and

vested in the Mortgagee pursuant to the provisions of paragraph 5 hereof, and then to the payment of the balance due on account of the principal and interest secured hereby, together with interest thereon and the same, 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 precluded 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.

8. 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 expenses, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice, notice being hereby expressly waived and the appointment of any such Receiver 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.

9. No failure by the Mortgagee or any legal holder hereof to enforce any right set forth herein upon the granting of any extension of time nor taking of additional security, nor partial release of security or the making of future advances, shall act to continue a waiver of the right to enforce any and all remedies provided herein nor shall it act to discharge or release the collateral.

10. 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 Patricia [illegible] wife of the said L. Kemper
L. Brockman in consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) ha[illegible] hereunto set hand(s) this 26th
day of August A.D. 1961.

In the presence of –

L. Brockman

Patricia [illegible]

THE STATE OF [illegible]
COUNTY OF [illegible]

Kemper

On this 26th day of August 1961, before me personally appeared Brockman and Patricia [illegible] Kemper to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they each 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 official seal, this 26th day of August, A. D. 1961

My commission expires: 7/20/64

Edwin R. Adams
Notary Public.

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ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the 1st Nvo Bank N.A. Kemmerer, a corporation organized and existing under United States of America, Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title, and interest in and to said mortgage, which was given to said mortgagee by Thomas S. Heydt and LouAnn Heydt husband and Wife

and appears recorded in book 34 MTG of mortgages, beginning on page 268 in the office of the County Clerk of Sublette County, Wyoming, and check here ☐ if property described as follows:

Lot 1, Block 1, Third Subdivision, Sublette County Wyoming

together with the note or notes secured thereby, to the Wyoming Community Development Authority

its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 23 day of September, 19 81.

By Robert D. Gregg

Attest

Title

STATE OF Wyoming
COUNTY OF Lincoln } ss

The foregoing instrument was acknowledged before me by Robert D. Gregg

this 23rd day of September, 19 81.

Witness my hand and official seal.

My Commission expires

Title of Officer

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the 1st Wyo Bank N.A. Kemmerer, a corporation organized and existing under United States of America, 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 Joh J. Majhanovich and Bernadette Majhanovich Husband and Wife

and appears recorded in book 34MTG of mortgages, beginning on page 293 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 1, Block 4, Redstone First Addition to the town of Pinedale
Sublette County, Wyoming

186780

Sept. 28 81 8 H.
460

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 23 day of September, 1981.

By Robert D. Gregg

Attest: Title

STATE OF Wyoming }
COUNTY OF Lincoln } ss

The foregoing instrument was acknowledged before me by Robert D. Gregg

this 23 day of September, 19 81

Witness my hand and official seal.

My Commission expires: Title of Officer

Mae Jean Julian
County of Lincoln
My Commission Expires: Oct. 1, 1984

460

461

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the 1st Wyoming Bank N.A. Kemmerer, a corporation organized and existing under the United States of America, 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 Nancy Palubiak a single woman

and appears recorded in book 34MTG of mortgages, beginning on page 297 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

A tract of Land located in the South ½ of Lot 1 Section 1 T. 33 N., R. 110W., 6th P.M. Sublette County and more particularly described as follows:

Beginning at the southwest corner of said Lot 1; thence, from said point of beginning, N.00°04'21"E., along the west boundary of said Lot 1 a distance of 666.01 feet; thence, S.89°56'51"E., along the north boundary of said S½ of Lot 1 a distance of 343.76 feet; thence, S.34°35'33"E., along the southwest boundary of a trail, a distance of 179.34 feet; thence, S.55°38'40"E., along said southwest boundary of trail, a distance of 43.01 feet; thence, S.00°02'11"W., a distance of 491.73 feet; thence, S.89°50'32"W., along the south boundary of said S½ of Lot 1 a distance of 681.62 feet to the point of beginning.

together with the note or notes secured thereby, to the Wyoming Community Developement 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 23 day of September, 19 81.

Sept 23 3 55 PM
Fee $5.00
461
Lincoln County Clerk

By Robert D. Gregg 9/23/81

Attest: [illegible]
Title

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

86781

The foregoing instrument was acknowledged before me by Robert D. Gregg

this 23 day of September, 19 81

Witness my hand and official seal.

My Commission expires: [illegible]

Notary Public
County of Lincoln
State of Wyoming
My Commission Expires Oct. 1, 1984

[illegible]
Title of Officer

3/80

Form 4

This Instrument Filed for Record on the
day of , 19 at o'clock M.
and Recorded in Book of
Page
NO. County Clerk

MORTGAGE DEED

J. Monte WIGHT and Maxine WIGHT, husband and wife

mortgagor s, of Bonneville County, State of Idaho, to secure the payment of a flooring line of credit for inventory to maximum of $400,000.00 Dollars, due upon demand with interest thereon at the rate of * *Variable percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable on demand.

loan agreement

in accordance with the provisions of that certain ~~promissory note~~, dated August 1, 1981, hereby mortgage and warrant to mortgagee, Valley Bank, P.O. Box 2118, Idaho Falls,

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

Lot 23 of the Sylvan Bay Summer Homes Area, Bridger-Teton National Forest, Sublette County, State of Wyoming.

loan agreement

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 **One hundred twenty-five thousand* * * * ($125,000.) 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 their hands this 21st. day of August, 19 81

J. Monte Wight

Maxine Wight

Attest Seal:

Sept 25 10 81 10:30 A
5411176
462
Gaden
Deputy

STATE OF IDAHO } ss.
COUNTY OF BONNEVILLE }

The foregoing instrument was acknowledged before me by J. Monte Wight and Maxine Wight

this 21st day of August, 19 81

Witness my hand and official seal.

Notary Public
Title of Officer

My Commission expires

462

463

MORTGAGE DEED—FORM NO 4[illegible]

THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DAVID E. CUMMINGS and PATRICIA LYNN CUMMINGS, husband and wife

mortgagor, of [illegible] County, State of [illegible], to secure the payment of

[illegible] Dollars, due 9/11/86

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

evidenced by one promissory note, of even date herewith, sixty monthly payments each

in the amount of [illegible]

do hereby mortgage to

[illegible]

mortgagee, whose address is [illegible]

the following described real

estate, situated in the County of [illegible], in the State of Wyoming, to-wit:

Lot 15, Block 5, Town site of Boulder Park, as the same appears on the plat and map thereof on file and of record in the office of Sublette County Clerk, Sublette County, Wyoming,

TOGETHER with all buildings, fixtures and improvements thereon and appurtenances thereto,

SUBJECT, HOWEVER, to the provisions of United States patents,

AND SUBJECT TO EASEMENTS AND RESERVATIONS of the grantor and his heirs and assigns of over all oil, gas and other minerals situated in, upon or underlying the above described lands and real estate, together with the right of ingress and egress thereto to prospect for, mine and remove the same.

Mtg Bk 23 p 596

RECORDED September 28 1981 1:01 P.M.
IN BOOK 34 Misc PAGE 463
FEES $6 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Dorothy McClure

L 083793

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 eleven thousand three hundred & no/100 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 11th day of September A. D. 19 81.

In the presence of

[illegible]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by David R. Cumming, Patricia Lynn Cummings,

this 16th day of September, 1981.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: 9/1/85

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, $

465 Rls of Bk 11 pg 627

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM R. MITCHELL and JOYCE MITCHELL, 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 7/19/91 with interest from 8/19/81 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 $270.28, first payment due 9/20/81

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 consisting of ten (10) acres located in the $SE\frac{1}{4}SW\frac{1}{4}$ Section 26, Township 38 North, Range 110 West 6th P. M., Sublette County, Wyoming being more specifically described as follows:
Beginning at a point 660 feet west of the quarter corner brass cap along the south line of Section 26, Township 38 North, Range 110 West, thence 660 feet West along the south line of said Section 26 to the southwest corner of said $SE\frac{1}{4}SW\frac{1}{4}$; thence 1,320 feet north along the west line of the $SE\frac{1}{4}SW\frac{1}{4}$ of said Section 26 to the northwest corner of said $SE\frac{1}{4}SW\frac{1}{4}$; thence South 30°E., 1,473.6 feet, more or less to the point of beginning.
Together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents, to prior mineral reservations of record and to easements and rights of way of record or in use.

186813

RECORDED Sept 28 1981 1200 PM
BOOK 34 MTG PAGE 465
FEE $6.00 Lucy York COUNTY CLERK
SUBLETTE COUNTY CLERK Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than 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 19th day of August A. D. 19 81.

In the presence of

William R. Mitchell

Joyce Mitchell

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William R. Mitchell and Joyce Mitchell,

this 27th day of August, 19 81.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 1/2/83

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } 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, $

469 Rlsd Bk 12 pg 161

MORTGAGE DEED — FORM NO. 4[illegible]

THE HILLS COMPANY, RIVERTON 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

STANLEY E. REED, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Twenty Thousand and No/100 - - -($20,000.00) - - - Dollars, due 9/20/91 with interest from 9/15/81 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 120 monthly payments of $360.38 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:

The East Half ($E\frac{1}{2}$) of Lots Thirteen (13) and Twenty (20), Jim Bridger Estates, First Filing, as the same appear of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO Restrictive Covenants for Governing Jim Bridger Estates recorded September 18, 1972 in Book 28 of Miscellaneous, page 529, office of the County Clerk.

16614

RECORDED September 28 1981 1:00 P M
IN BOOK 34 Misc PAGE 467
FEES $6.00 Dorothy Yost 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 insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 15th day of September A. D. 19 81.

In the presence of

Stanley E. Reed

[redacted] [redacted] [redacted]

ss.

ged before me by Stanley E. Reed

, 1971

Signature
Notary Public
Title of Officer

State of Wyoming
County of Sublette

The foregoing instrument was acknowledged b

this day of September

Witness my hand and official seal.

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, $

469 Released BK. 14 Rel Pg. 672

MORTGAGE DEED—FORM NO. 4-A

THE MILLS COMPANY, SHERIDAN 142484

MORTGAGE

THIS MORTGAGE, made this 15th **day of** August, **19** 81, **between**
Donald D. Skorcz and Virginia G. Skorcz, husband and wife, and
Karl L. Bogataj and Joella Bogataj, 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
~~the~~ Sweetwater **County, Wyoming, hereinafter referred to as the "Mortgagee."**

The Mortgagor, for and in consideration of the sum of Twenty-five 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-five 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.

Donald D Skorcz

Virginia G Skorcz

Karl L Bogataj

Joella Bogataj

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sweetwater } ss.

On this 15th day of August, 1981, before me personally appeared

Donald D. Skorcz and Virginia G. Skorcz, husband and wife, and
Karl L. Bogataj and Joella Bogataj, 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: November 17, 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:

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted] 400

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

JOHN F. SIMS and LINDA MARIE SIMS, husband and wife

and appears recorded in book 34 of mortgages, beginning on page 420 in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property described as follows:

Lots 1 and 2, Block 5 of the Town of Marbleton, Sublette County, Wyoming, according to that plat of record in the office of the Sublette 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 21st day of September, 19 81

RAINIER MORTGAGE COMPANY

By Carole K Claassen

Assistant Vice President

Corporate Seal

STATE OF Washington

COUNTY OF King

The foregoing instrument was acknowledged before me by Carole K. Claassen, Asst. Vice President

this 21st day of September, 19 81

Witness my hand and official seal.

My Commision expires: 8-1-83

Karen A. Hartig

Notary Public in and for said County and State

186871

RECORDED Sept 30 19 81 8 AM
IN BOOK 34 PAGE 472
COUNTY CLERK

472

COLLATERAL ASSIGNMENT OF MORTGAGES AND NOTES

KNOW ALL MEN BY THESE PRESENTS:

THAT FOR VALUE RECEIVED, BISCAYNE FEDERAL SAVINGS AND LOAN ASSOCIATION, a federally chartered capital stock savings and loan association (the "Association"), does hereby assign, transfer and set over unto:

> FLAGSHIP NATIONAL BANK OF MIAMI, 777 Brickell Avenue, Miami, Florida 33131, as Trustee (the "Trustee"), under that certain Indenture dated as of August 14, 1981, (The "Indenture") between the Association and the Trustee, as collateral for mortgage-backed bonds, Series A, due August 15, 1987, in the original principal amount of $42,000,000.00 issued by the Association pursuant to the Indenture,

all of the Association's right, title and interest in and to those certain Mortgages and Notes secured thereby encumbering properties in the County of Sublette, State of Wyoming, dated, executed by and recorded all as more particularly described upon Exhibit "A" attached hereto, and encumbering the properties more specifically described in said Mortgages, together with all monies due and to become due thereon.

The Mortgages described in Exhibit "A" and the notes secured thereby, have been delivered by the Association to the Trustee and are being held by the Trustee to maintain and perfect a security interest therein.

The Trustee shall hold the said Mortgages and notes as and for a collateral pledge pursuant to the terms of the Indenture, and the Association reserves and retains all the rights, powers and authority in respect to all of the Mortgages and notes as is provided in the Indenture.

No person or party shall be obliged to inquire into the authority of the Trustee to act under the Indenture and any action taken by the Trustee and any instrument executed by the Trustee shall conclusively be deemed valid and enforceable under the terms of the Indenture, without the consent or joinder of the Association or any other party.

IN WITNESS WHEREOF, BISCAYNE FEDERAL SAVINGS AND LOAN ASSOCIATION has caused this instrument to be executed this 25 day of September, 1981.

Signed, sealed and delivered in the presence of:

BISCAYNE FEDERAL SAVINGS AND LOAN ASSOCIATION

By Stuart Steinberg
STUART STEINBERG, Vice President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF DADE) SS:

This instrument was acknowledged before me this 25 day of September, 1981, by STUART STEINBERG, as Vice President of BISCAYNE FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation, on behalf of the corporation.

NOTARY PUBLIC, State of Florida at Large

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES JUNE 28 1982 BONDED THRU GENERAL INS. UNDERWRITERS

This instrument was prepared by:

MICHAEL C. [illegible]
[redacted]

186892

Recorded Sept 30 1981 4:00
34 Mi [redacted]
473

STATE OF WYOMING

COUNTY OF SUBLETTE

Please note that the legal description of the below-referenced Mortgage is attached hereto as exhibit "B".

BFS LOAN NO.	NAME OF ORIGINAL BORROWER(S)	DATE OF MORTGAGE	BOOK/PAGE
8641	Donald Bruce & Katheryne A. Fahland	08/15/78	30/580

EXHIBIT "A"

474

61-C023 475

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

WYOMING

BFS#8641

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 15th day of August, 1978, 19 , Donald Bruce Fahland and Katheryne A. Fahland, Husband and Wife who,

whether one person or more, are herein called MORTGAGOR whose address is PO Box 837, Pinedale, Wyoming, 82941

hereby MORTGAGES

116 Buffalo, Pinedale, Wyoming, 82941

to MORTGAGEE, namely:

MILLER & VIELE, a Utah Corporation

whose address is

PO Box 807, Salt Lake City, UT 84111

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

Lot 7, Block 1, Cooley 8th Addition to the Town of Pinedale, Sublette County, WY

168363

RECORDED Aug 15 1978 8:30 AM
IN BOOK 30 Misc PAGE 580
FEES 6.00 Lois Yde COUNTY CLERK
SUBLETTE COUNTY CLERK

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

sum of FIFTY SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100---------- DOLLARS

($ 56,750.00------) with interest at the rate of NINE & 1/2 per centum (--------9.50%) 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 SEVENTY SEVEN AND 26/100 DOLLARS ($ 477.26), commencing on the first day of October , 19 78 , 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 September , 2008 . 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	19
Crook	107	402	Sublette	26	1
Fremont	70	181	Sweetwater	380	5
Goshen	316	192	Teton	3	15
Hot Springs	90	70	Uinta	218	17
Johnson	140	37	Washakie	119	15
Laramie	97	346	Weston	11	4
Lincoln	95	113			

EXHIBIT "D"

[redacted] [redacted] [redacted]

136898

October 1 1981 8:00 A.M.
BOOK 34 Mtg PAGE 476
8:00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That FRED DONALD MARCHETTI, mortgagor, of Sublette County, State of Wyoming, to secure the payment of FIFTY-THREE THOUSAND FOUR HUNDRED DOLLARS ($53,400), and interest thereon from October 1, 1981, at the rate of TWELVE PER CENT (12%) PER ANNUM, evidenced by one promissory note of even date herewith, payable in SEVENTY-TWO (72) equal monthly installments of ONE THOUSAND FORTY-FOUR DOLLARS ($1,044), the first of which said installments to be made on the 1st day of November, 1981, and a similar installment on the 1st day of each month thereafter until said principal sum and all interest have been fully paid, DOES HEREBY MORTGAGE to ALDEN RENNER, mortgagee, whose address is Route 1, Box 81, Sidney, Montana 59270, 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 NW/4 SW/4 of Section 12, Township 33 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

Beginning at the southeast corner of said NW/4 SW/4;

Thence from said point of beginning North 89°16'10" West along the south boundary of said NW/4 SW/4, a distance of 57.52 feet to a point on the center-line of a road;

Thence North 40°55'57.2" West along said center-line a distance of 326.62 feet to a point of curve to the left, said curve having a central angle of 8°55'45.3", a radius length of 1280.73 feet and a tangent length of 100 feet;

Thence along the arc of said curve and center-line, a distance of 199.60 feet;

Thence North 49°51'42.5" West along said center-line, a distance of 341.41 feet to a point of curve to the right, said curve having a central angle of 10°56'44", a radius length of 124.20 feet, and a tangent length of 11.90 feet;

Thence along the arc of said curve and center-line, a distance of 23.73 feet;

Thence North 56°36'16" East along fence line, a distance of 830.93 feet;

Thence South 00°08'00" West along the east boundary of said NW/4 SW/4 a distance of 1081.71 feet to the point of beginning,

Said tract contains 8.68 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, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all irrigation ditches, irrigation canals, roads, ways, telephone lines and electric transmission lines as may be in existence or in place or of record, 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 ---------- -- FIFTY THOUSAND -- DOLLARS ($ 50,000.00) during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, 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;

[redacted] [redacted] [redacted]

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

DATED this 29th day of September, 1981.

Fred Donald Marchetti
FRED DONALD MARCHETTI

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by FRED DONALD MARCHETTI this 29th day of September, 1981.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires: 11/22/83

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

RETURN TO: WP

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 R. AYGARN and ROBERTA J. AYGARN, husband and wife

and appears recorded in book 34 of mortgages, beginning on page 442 in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property described as follows:

Lots 5, 6, 7, & 8, Block 5, Marbleton Townsite, Sublette County, State of Wyoming as surveyed, platted, and recorded in the Office of the Sublette County Commission and Ex-Officio Register of Deeds.

RECORDED Oct 5 1981 8:00 A M
IN BOOK 34 Misc PAGE 479
FEES $ 4.00 Lanny Yake
SUBLETTE C COUNTY CLERK
WYOMING

186956

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 30th day of September, 19 81

RAINIER MORTGAGE COMPANY

By _____

Assistant Vice President

STATE OF Washington

COUNTY OF King

Corporate Seal

The foregoing instrument was acknowledged before me by Carole K. Claassen, Asst. Vice President

this 30th day of September, 19 81

Witness my hand and official seal.

My Commision expires: 8-4-1985

_____

Notary Public in and for said County and State

NOTARY PUBLIC STATE OF WASHINGTON BONNIE E. BOYCE COMMISSION EXPIRES AUG. 4, 1985

CORPORATE SEAL

[redacted] [redacted] #82 [redacted]

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

George & Ella Ditton

243 E Bst Pinedale Wyo. 82941

mortgagor S, of Sublette County, State of Wyo., to secure the payment of

Sixteen Hundred ---------- Dollars, due

with interest from 10/8/81 at the rate of 18 per cent per annum, payable annually

evidenced by A promissory note, of even date herewith, Due and payable in 36

equal and consecutive monthly installments of 58.69

do hereby mortgage to

Alco of Wyo.

mortgagee, whose address is 1856 Skyview Casper Wyo. 82601

the following described real

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

Lot six (6), Block three (3), Cooley seventh (7th) Addition

186974

RECORDED October 6 19 81 10:00 A M
IN BOOK 34 Mtg PAGE 480
FEES $6.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than 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 23rd day of July A. D. 1981.

In the presence of

Edward Lynch
Edward Lynch

X George W. Ditton
Ella M. Ditton

Released Book 12 Page 487

State of Wyo
County of Sublette } ss.

The foregoing instrument was acknowledged before me by George Ditton, Ella Ditton, this 23 day of July, 1981.

Witness my hand and official seal.

Raymond T. Swift
Signature
Notary Public
Title of Officer

My Commission Expires: My Commission Expires June 11, 1985

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, $...

RECORDED RETURN TO
BANK OF DEMING
3343 T.A.
CO 80217
ATTN: LOAN DEPARTMENT

MORTGAGE

EXECUTED the 22nd day of July, 1981, by JOHN W. DOWNS, of Little Rock, Pulaski County, Arkansas (mailing address: 500 South University, Little Rock, Arkansas 72205), hereinafter called the MORTGAGOR, to WILLIAM T. WILLS and ANNE W. WILLS, husband and wife, by the entireties, of Bondurant, Sublette County, Wyoming (mailing address: P. O. Box 1031, Bondurant, Wyoming 82922), hereinafter called the MORTGAGEE: (Whenever used herein, the term "MORTGAGOR" and "MORTGAGEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation; 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:

TOWNSHIP 38 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 19: Those parts of the $N\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ and $N\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$ lying southerly and westerly of the southwest line of Highway 187-189 as it is recorded in the Office of the Clerk of Sublette County in Book 1 of Deeds, page 453, together with all improvements and water rights associated with the described premises.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE HOBACK RIVER.

EXCEPTING AND RESERVING THEREFROM unto the Mortgagee herein, a one-half ($\frac{1}{2}$) undivided interest in and to all oil, gas and mineral rights associated therewith.

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 Two Hundred Ninety Thousand Dollars ($290,000.00) of even date, 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, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said property.

186878

RECORDED Oct 6 1981 11:30 AM
IN BOOK 34 Misc PAGE 482
[illegible] COUNTY CLERK

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Rbd BK 19 Kel Pg 248 1-2198

2. To permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time.

3. To keep the buildings now or hereafter on said land fully insured in a company or companies acceptable to MORTGAGEE against loss or damage with fire, tornado, and extended coverage insurance, with standard mortgage clause in favor of MORTGAGEE as their interests appear, and deliver certificates of insurance to MORTGAGEE. In the event any sum of money becomes payable by virtue of such insurance, the MORTGAGEE shall apply the same to the indebtedness hereby secured. The improvements shall be insured by the MORTGAGOR to the extent of the full insurable value thereof but not less than the following minimum amounts:

Home	$155,000.00
Barn	25,000.00
Garage	15,000.00
Cabin	5,000.00
Fence	1,000.00

4. 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.

5. 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.

6. That in the event the MORTGAGOR fails to pay, when due, any tax, assessment, insurance premium 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.

7. 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.

8. 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.

9. 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.

10. MORTGAGOR may not convey or transfer any interest in or encumber the premises in any manner without the prior written consent of

MORTGAGEE, such consent not to be unreasonably withheld. MORTGAGOR must give MORTGAGEE written notice of MORTGAGOR'S intent to convey or transfer any interest in or to encumber the described premises at least thirty (30) days prior to the proposed conveyance or encumbrance. If all or any part of the described premises or an interest therein is sold, transferred or encumbered by MORTGAGOR without MORTGAGEE'S prior written consent, excluding death of a joint tenant, or the grant of any leasehold interest of three (3) years or less not containing an option to purchase, MORTGAGEE may, at MORTGAGEE'S option, declare all the sums secured by this Mortgage to be immediately due and payable.

11. That MORTGAGOR relinquishes and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

12. Any notice required to be given by the terms of this Mortgage or by statute shall be deemed given when placed in the U. S. Mail, postage prepaid and certified with return receipt requested and addressed as follows:

If to the Mortgagee to: William T. Wills and Anne W. Wills
P. O. Box 1031
Bondurant, Wyoming 82922

If to the Mortgagor to: John W. Downs
~~500 South University~~ 4206 Fairview Rd.
Little Rock, Arkansas 72205

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.

John W. Downs
10-5-81

STATE OF Wyoming :
: ss.
COUNTY OF Sublette :

The foregoing Mortgage was acknowledged before me by John W. Downs, this 5 day of October, 1981.

Witness my hand and official seal.

JOAN H. YOUNG NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

NOTARY PUBLIC

My commission expires: My Commission expires February 22, 1983.

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Pyl Rel mtg Bk. 14 Rel. @ pg. 487

MORTGAGE

THIS MORTGAGE is made this 1st day of October, 19 81, between the Mortgagor, William Robert Tanner and Helen Tanner, 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 1400 Dewar Drive, Rock Springs, WY 82901 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED TEN THOUSAND DOLLARS AND NO/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated October 1, 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 1, 1986;

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

LOTS 13, 14, 15, 16, 17 AND 18, BLOCK 20, MARBLETON TOWNSITE,

SUBLETTE COUNTY, WYOMING.

187010

RECORDED October 7 1981 3:30 PM
IN BOOK 34 Mtg PAGE 485
FEES $10.00 Lou G. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

which has the address of ..... (Street) ..... (City)
..... WY ..... (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 [illegible] insurance in effect until such time as [illegible] requirement for such insurance terminates in accordance with Borrower's and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

William Robert Tanner —Borrower

Helen Tanner —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this 9/24/81 (date) by

William Robert Tanner and Helen Tanner
(person acknowledging)

My Commission expires:

June 10, 1982

Toni Gilchrist
Notary Public

Toni Gilchrist Notary Public
County of State of
Sublette Wyoming
My Commission Expires June 10, 1982

(Space Below This Line Reserved For Lender and Recorder)

LOAN MODIFICATION AGREEMENT

WHEREAS, on the 1st day of October, 1980, ROBERT LOUIS ABARR, President of C LAZY V, INC. duly executed and delivered a Promissory Note in the amount of ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100 ($165,000.00) DOLLARS to the FIRST WYOMING BANK, N.A.-MEETEETSE and

WHEREAS, on the 1st day of October, 1980, ROBERT LOUIS ABARR, President and of C LAZY V, INC., duly executed and delivered a Mortgage on Real Property to the FIRST WYOMING BANK, N.A.-MEETEETSE, Meeteetse, Wyoming. Said Mortgage was in the principal amount of ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100 ($165,000.00) DOLLARS and matured October 1, 1981. Said Mortgage was recorded in the Office of the Sublette County Clerk on October 30, 1980 in Book 33 of Photo, Page 313, as Instrument No. 181932 and

WHEREAS, it is in the mutual interest of both parties that the final maturity date on said Promissory Note and Mortgage be extended to December 30, 1981, and will bear interest at the rate of Cheyenne Prime plus one (1.0) percent adjusted monthly, beginning at 20.5%, effective October 1, 1981.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, the parties mutually agree and the maturity of said Promissory Note and Mortgage are hereby extended to December 30, 1981.

FIRST WYOMING BANK, N.A.-MEETEETSE

BY: _____
GARY J. HAVENS

_____
ROBERT LOUIS ABARR

ATTEST: _____

187013

RECORDED Oct. 13 1981 8:00 A M
IN BOOK 34 Misc PAGE 489
FEES 4.00 _____ COUNTY CLERK
SUBLETTE COUNTY CLERK
_____

Dated at Meeteetse, Wyoming this 8th day of October, 1981.

STATE OF WYOMING)
) SS
COUNTY OF PARK)

On this 8th day of October, 1981, before me personally appeared GARY J. HAVENS to me personally known, who, being by me duly sworn, did say that he is the President of FIRST WYOMING BANK, N.A.-MEETEETSE 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 it Board of Directors and said GARY J. HAVENS acknowledged said instrument to be the free act and deed of said corporation.

The foregoing instrument was acknowledged before me personally by ROBERT LOUIS ABARR this 8th day of October, 1981.

WITNESS my hand and official seal.

_____
Notary Public

My Commission

[redacted] [redacted] [redacted]

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

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

174 South 4th East, Green River 82935

mortgagor S, of Sweetwater County, State of Wyoming, to secure the payment of Seven Thousand Nine Hundred and No/100 - -($7,900.00) Dollars, due 9/20/84 with interest from 9/25/81 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 36 monthly payments of $285.61 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 Five (5) and Six (6) Block Six (6) K & M Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appear of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

Mtge Bk 61 p 368

187022

RECORDED October 13 1981 11:08 M
IN BOOK 34 Misc PAGE 490
FEES $2.00 Rec'd Pd
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy M. Kline

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the 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 25th day of September A. D. 1981.

In the presence of

Russell M. Hadley

Bonnie Jean Hadley

490

State of Wyoming }
County of [illegible] } ss.

The foregoing instrument was acknowledged before me by Russell M. Hadley and Bonnie Jean Hadley, this [illegible] day of [illegible], 1981.

Witness my hand and official seal.



My Commission Expires: [illegible]

Signature
Notary Public
Title of Officer

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]

[redacted] [redacted] [redacted]

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 6-12-81)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by CLARENCE E. KNUTSON and JUDY W. KNUTSON, husband and wife,

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 605, Pinedale, Wyoming 82941, herein called "Borrower," and 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 and

WHEREAS Borrower is indebted to the Government 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*
10/14/81	$50,000.00	13.25%	10/14/2014

RECORDED Oct 14 1981 11:50 AM
IN BOOK 34 Misc PAGE 492
FEES 10.00 Lucy York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Mathews

13/046

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and 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 Two (2) Block Five (5) Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale filed 3/28/78 in Book 33 of Miscellaneous, page 678, office of the County Clerk.

Rel'd Bk 1179-560

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

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

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

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

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

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

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

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

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

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

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

(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 14th day of October, 1981.

Clarence E. Knutson
Clarence E. Knutson

Judy W. Knutson
Judy W. Knutson

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Clarence E. Knutson and Judy W. Knutson, this 14th day of October, 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)

Donna E Sievers
Notary Public

My commission expires: 4/22/82

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

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by on behalf of SUBLETTE COUNTY RETIREMENT CENTER, a corporation organized and existing under the laws of the State of Wyoming with principal place of business in Sublette County, Wyoming, whose post office address is P. O. Box 278, 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*
August 11, 1981	$1,000,000.00	5%	August 11 2011

(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 :

A tract of land located in the E½SW¼SW¼ of Section 34, T. 34 N., R. 109 W., 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at a point which bears South, a distance of 35.00 feet and S. 89°39'56" E., a distance of 20.00 feet from the northeast corner of the Cooley Tenth Addition to the Town of Pinedale, a subdivision of record in the office of the Clerk of Sublette County, Wyoming; thence from said point of beginning, continue S. 89°39'56" E., a distance of 220.00 feet; thence, proceed south, a distance of 392.00 feet along the

Sig Waiver by McAllister

west boundary of the Faler Addition to the Town of Pinedale, a subdivision of record in the office of the Clerk of Sublette County, Wyoming; thence, proceed N. 89°39'56" W., a distance of 220.00 feet; thence, proceed North, a distance of 392.00 feet to the point of beginning.

* * * * *

Subject to exceptions and reservations contained in patents from the United States.

Subject to existing easements for roads, highways, ditches, canals, laterals, and power and transmission lines.

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 good repair and insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

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

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

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

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

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

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

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

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

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

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

U 99

(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.

(26) This instrument also secures the obligations and covenants of Borrower set forth in Loan Resolution ofJanuary 2, 1981, which is hereby incorporated herein by reference.

186102

RECORDED Aug 11 AD 81 11:45 A.M.
IN BOOK 34 Mtg PAGE 300
FEES $/0 State of Wyo COUNTY CLERK
SUBLETTE CO. DALE, WYOMING
by Dorothy M Stone Dep

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 11th day of August, 19 81.

(S E A L) # 152429.

SUBLETTE COUNTY RETIREMENT CENTER

By: Howard R. Smith
Howard R. Smith, President

Attest:
Ann B. Gayle
Ann B. Gayle, Secretary

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by HOWARD R. SMITH, President, of SUBLETTE COUNTY RETIREMENT CENTER, this 11th day of August, 19 81.

Witness my hand and official seal.

Ingrid Cole
Notary Public

(SEAL) NOTARY PUBLIC

My commission expires: June 4, 1982

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 14th day of August, 1981.

(SEAL) Corporation has no seal.

SUBLETTE COUNTY RETIREMENT CENTER

By: Howard R. Smith
Howard R. Smith, President

Attest:

James V. Noble
& acting Sec.

ACKNOWLEDGMENT

State of Wyoming)
)ss:
County of Sublette)

The foregoing instrument was acknowledged before me by Howard R. Smith, President of Sublette County Retirement Center, a Wyoming corporation, which has no corporate seal, this 14th day of October, 1981.

Witness my hand and official seal.

Edwin R. Adams

My Commission expires: 7/28/84

THIS DOCUMENT IS BEING RE-EXECUTED AND RE-ACKNOWLEDGED TO STATE THAT SAID CORPORATION HAS NO CORPORATE SEAL.

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

RECORDED Oct 17 1981 2:55 PM
IN BOOK 246 Misc PAGE 496
FEES 12.00 Jane Hyde COUNTY CLERK
SUBLETTE COUNTY CLERK

197069

by Dana Ley Nielsen

501 Book 66 Pg. 396

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FRANK D. BALL, III and MARGARET S. BALL, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Fifty Thousand and no/100---------- Dollars, due 5/14/82 with interest from date at the rate of 17 per cent per annum, payable S/P annually evidenced by one (1) promissory note, of even date herewith, do hereby mortgage to STATE BANK OF BIG PINEY mortgagee, whose address is BIG PINEY, WYOMING the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

TOWNSHIP 30 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 29 : NE¼SW¼NE¼, NW¼SE¼, S½SE¼, NE¼SW¼, S½SW¼

Section 32 : NE¼, N½NW¼;

Section 33 : W½NW¼.

187105

RECORDED October 16 1981 8:00 AM
IN BOOK 34 Misc PAGE 501
FEES $6.00 Laurel Yoke 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 $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 24th day of September A. D. 1981.

In the presence of

Frank D. Ball III

Margaret S. Ball

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Frank D. Ball, III
Margaret S. Ball
this 24th day of September, 1981.

Witness my hand and official seal.

Betty J Hobgood
Signature
Notary Public
Title of Officer

My Commission Expires: 9/1/85

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, $

503 Misc Bk 11 pg 635

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 14130Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

R. R. BALENSIEFER

mortgagor, of Sublette County, State of Wyoming, to secure the payment of ---Seven Thousand Five Hundred Twenty Six and 51/100 Dollars, due 48 months with interest from date at the rate of 18 per cent per annum, payable monthly annually evidenced by one promissory note, of even date herewith, 48 monthly payments in the amount of $221.09

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 appurtenances thereunto appertaining.

Subject to reservations and restrictions contained in United State Patents.

187106

RECORDED October 16 1981 8:00A M
IN BOOK 34 Misc PAGE 503
FEES $6.00
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 $7,526.51 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 1st day of October A. D. 19 81.

In the presence of

Richard E. Balensiefer

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard R. Balensiefer,

this 1st day of October, 19 81.

Witness my hand and official seal.

Notary Public
Signature

Notary Public
Title of Officer

My Commission Expires: 9/1/85

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, $

505

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MICHAEL P. JOHNSON and DEBBIE L. JOHNSON, 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 17.50 per cent per annum, payable annually evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY mortgagee, whose address is Big Piney, Wyoming 83113

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

Lot 32 of the AMended Meadow Canyon Estates, Sublette County, Wyoming.

187107

Misc B12 p110

RECORDED October 16 1981 8:00 AM
IN BOOK 34 Mtg. PAGE 505
FEES $6.00 Lou O Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $30,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 5th day of October 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 Michael P. Johnson, Debbie L. Johnson, this 5th day of October, 1981.

Witness my hand and official seal.

Notary Public
Signature

Notary Public
Title of Officer

My Commission Expires: 9/1/85

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, $ ...

507

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

--Forty Five 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, $782.09 per month for 120 months

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 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.

187108

RECORDED October 16 1981 8:00 AM
IN BOOK 34 Mtg PAGE 507
FEES $6.00 Lucy 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 $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 15th day of October A. D. 1981.

In the presence of

Robert Charles Priddis

Annette Scherbel Priddis

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert C. Priddis, Annette S. Priddis,

this 15th day of October, 19 81.

Witness my hand and official seal.

Betty L. Hobgood
Signature

Notary Public
Title of Officer

My Commission Expires: 9/1/85

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, $

509 Rel'd Bk 12 pg 56

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CECIL E. SKORCZ and FERN R. SKORCZ

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Nine Thousand and no/100---------- Dollars, due 5 years with interest from date at the rate of 18 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, 60 monthly payments in the amount of $228.54

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 Three (3) of Sage Ranch #1 Addition to the Town of Marbleton, Wyoming, as the same appears of record in the office of the County Clerk, Sublette County, Wyoming.
TOGETHER WITH all improvements and appurtenances thereunto appertaining,
SUBJECT TO reservations and restrictions of record,
SUBJECT TO righ-s of way and easements of record or in use, and
SUBJECT TO use for any stick built or modular home and to the exclusion of all mobile homes except as allowed by residents of lots 2 and 4 of said subdivision.

187109

RECORDED October 16 1981 8:00 AM
IN BOOK 34 Mtg PAGE 509
FEES $6.00 Lou J Yoder 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 $9,000.00 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 5th day of October A. D. 1981.

In the presence of

X Cecil E. Skorcz

Fern R. Skorcz

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Cecil E. Skorcz, Fern E. Skorcz,

this 5th day of October, 1981.

Witness my hand and official seal.

Betty J. Hobgood
Signature

Notary Public
Title of Officer

My Commission Expires: 9/1/85

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, $ ...

511

Rec'd Bk 11 pg 644

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 Fifteen thousand dollars and no/100 Dollars, due Oct. 15, 1986 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, 60 payments @ 380.90

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:

Block 3, Lots Five (5), Six (6). Seven (7) and Eight (8), Marbleton, Sublette County, Wyoming.

187110

RECORDED October 16 1981 8:00 AM
IN BOOK 34 Misc PAGE 511
FEES $6.00 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lowe

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 Fifteen 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 15th day of October A. D. 19 81.

In the presence of

William R. Tanner

Helen R. Tanner

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

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

this 15th day of October, 1981.

Witness my hand and official seal.

Betty J. Hobbs
Signature

Notary Public
Title of Officer

My Commission Expires: 9/1/85

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, $

512

573

Released BK. 14 Rel @ Pg 375
10-6

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

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Fifteen Thousand and no/100---------- Dollars, due 5 years with interest from date at the rate of per cent per annum, payable monthly evidenced by one (1) promissory note, of even date herewith, Sixty (60) monthly payments in the amount of $333.67

do hereby mortgage to MARY L. MEEKS 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:

Block 16, Lots 13, 14, 15, and 16, of the Marbleton Townsite as the same appears of record on the map or plat thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;

SUBJECT TO reservations and restrictions contained in United States patents; and
SUBJECT TO easements and rights of way of record or in use; and
SUBJECT TO prior mineral reservations of record, if any.

187111

RECORDED October 16 1981 8:00 AM
IN BOOK 34 Misc. PAGE 513
FEES $6.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy McGinnis

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 $15,000.00 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 24th day of September A. D. 1981.

In the presence of

William R. Tanner

Helen R. Tanner

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

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

this 24th day of September, 1981.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: 9/1/85

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, $

515

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

EILEEN P. WHITMAN

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Three Thousand Seven Hundred Fifty Two and 76/100 Dollars, due 36 months with interest from date at the rate of 18 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, 36 monthly payment in the amount of $135.67

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

187112

Book B12, 355

RECORDED October 16 1981 8:00 A M
IN BOOK 34 Mtg PAGE 515
FEES $6.00 Lorna J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Johns

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 $3,752.76 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 5th day of October A. D. 1981.

In the presence of

Eileen Whitman

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Eileen P. Whitman,

this 5th day of October, 1981.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 9/1/85

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, $

Release from Pledge 32

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 6-12-81)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by CLINTON D. GUTHRIE, a single man,

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box No. 187, Pinedale, Wyoming 82941, herein called "Borrower," and 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 and

WHEREAS Borrower is indebted to the Government 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*
10/16/81	$47,000.00	13.25%	10/16/2014

187114

RECORDED October 16 1981 1:20 PM
IN BOOK 34 Mtg PAGE 517
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy M. Lewis

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and 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 3, Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in 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, filed 3/28/78 in Book 33 of Miscellaneous, page 678, office of the County Clerk.

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

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

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

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

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation or appraisal of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby 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 16th day of October, 19 81.

Clinton D. Guthrie

Clinton D. Guthrie

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Clinton D. Guthrie

, , this 16th day of October, 19 81.

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

5-521

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Wyoming Bank N.A. Kemmerer, a corporation organized and existing under The United States of America, 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 Chris A. and Debbie Moffat

and appears recorded in book 34 MTG of mortgages, beginning on page 447 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 6, Block 7, Ball Second Addition to the Town of Marbleton,
Sublette County, Wyoming

187137

RECORDED October 20 1981 8:00 A.M.
IN BOOK 34 Mtg PAGE 521
FEES 4.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McClure

together with the note or notes secured thereby, to the Wyoming Communith 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 16th day of October, 19 81.

By Robert D. Gregg
Vice President

Attest: Marie Schade
Title Cashier

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

The foregoing instrument was acknowledged before me by Robert D. Gregg

this 16th day of October, 19 81

Witness my hand and official seal.

Notary Public
County of Lincoln State of Wyoming
My Commission expires: October 1, 1984
My Commission Expires Oct. 1, 1984

Mae Jean Anderson
Title of Officer

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the 1st Wyoming Bank N.A. Kemmerer, a corporation organized and existing under The United States of America, 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 Duane L. and Virginia L. Groth Husband and wife

and appears recorded in book 34 MTG of mortgages, beginning on page 212 in the office of the County Clerk of Lincoln County, Wyoming, and which covers property described as follows:

Lots 11 of the Bloom Subdivision, Sublette County, Wyoming

187138

RECORDED October 20 1981 8:55 A.M.
IN BOOK 34 Mtg PAGE 522
FEES 4.00 Sara J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
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.

Dated this 16th day of October, 19 81.

By Robert D. Gregg

Attest: Vice President
Title
Marie Lobato, Cashier

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

The foregoing instrument was acknowledged before me by Robert D. Gregg

this 16th day of October, 19 81.

Witness my hand and official seal.

My Commission expires: May 29, 1981

Kristina M. Bartlett
Title of Officer

3/80

523 Misc Bk 11 pg. 398

MORTGAGE

THIS MORTGAGE is made this 29th day of September, 1981., between the Mortgagor, Michael S. Nystrom (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 Twenty Thousand and 00/100---- ---------- Dollars, which indebtedness is evidenced by Borrower's note dated September 29, 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 January 15, 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:

TOWNSHIP 35 NORTH, RANGE 110 WEST OF THE 6th P.M., SUBLETTE COUNTY, WYOMING

Section 32 : SW¼SW¼.

ALSO KNOWN AS TRACT 30 of C L Bar Ranches, Sublette County, Wyoming as set out on that certain Plat recorded February 6, 1978 in Book 33 of Misc., page 528.

187166

RECORDED October 22 19 81 8:00 A.M.
IN BOOK 34 Misc PAGE 523
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

which has the address of ..... [Street] ....., ... [City]
..... (herein "Property Address");
[State and Zip Code]

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

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

[redacted] UNIFORM INSTR [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

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.

Michael S. Nystrom
—Borrower

—Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this 2F (date) by

Michael S. Nystrom
(person acknowledging)

My Commission expires:

R. H. Anderson
Notary Public

R. H. ANDERSON
NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 1, 1984

(Space Below This Line Reserved For Lender and Recorder)

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MORTGAGE

THIS MORTGAGE is made this 20th day of October, 19 81, between the Mortgagor, William R. and Helen R. 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 of America, whose address is 801 Pine Avenue Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty thousand and no/100----- Dollars, which indebtedness is evidenced by Borrower's note dated October 20, 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 November 1, 1986;

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

Lots 5,6,7 and 8, Block 54, Marbleton Townsite, Sublette County, Wyoming

187179

Misc B/2 p/13

RECORDED October 23 19 11:45 AM
IN BOOK 34 Misc PAGE 527
FEES $10.00 Lucy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lucci

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 [illegible] of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish [illegible] 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 R. Tanner
—Borrower

Helen R. Tanner
—Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this October 29 1985 by
(date)

William R. Tanner, Helen R. Tanner
(person acknowledging)

My Commission expires:
May 29, 1985

Kristina M. Bartlett
Notary Public

KRISTINA M. BARTLETT NOTARY PUBLIC County of Lincoln State of Wyoming My Commission Expires May 29 1985

(Space Below This Line Reserved For Lender and Recorder)

531

MORTGAGE

THIS MORTGAGE is made this 21 day of October, 19 81, between the Mortgagor, William Robert Tanner & Helen Tanner, 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 SIXTY FIVE THOUSAND DOLLARS AND NO/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated October 21, 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 April 1, 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 9, 10, 11 AND 12, IN BLOCK 5, TOWN OF MARBLETON, SUBLETTE

COUNTY, WYOMING.

187180

RECORDED October 23 1981 11:45 AM
IN BOOK 34 Mtg PAGE 531
FEES $10.00 Dorothy J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

which has the address of , Marbleton ,
[Street] [City]
WY (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 notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale [illegible] shall be [illegible] and the Property shall be

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

William Robert Tanner —Borrower

Helen Tanner —Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this October 21, 1981 by
(date)

William Robert Tanner & Helen Tanner, Husband & Wife
(person acknowledging)

My Commission expires: August 8, 1983

Donna M. Ngai
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

535

Loan #4-1300188

MORTGAGE LN048

THIS MORTGAGE is made this 23rd day of OCtober, 19 81, between the Mortgagor, Larry R. and Gayle L. Essex, Husband and Wife (herein "Borrower"), and the Mortgagee, Rocky Mountain Federal Savings and Loan Associates, a corporation organized and existing under the laws of the United States of America, whose address is #1 Rocky Mountain Plaza Cheyenne,Wy. 82001 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Two Thousand Dollars and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 23, 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 November 1,2001;

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:

A tract of land located in the N½ of Section 24, T. 29N., R.112W of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows;

BEGINNING at a point which is South, a distance of 10283.81 feet and N.87° 42'10"W., a distance of 1186.47 feet from the Northwest Corner of said Section 24; thence from point of beginning N.87°42'10"W., a distance of 1357.25 feet; thence N.59°32'59"E., a distance of 137.35 feet; thence N.70°49'45"E., a distance of 561.29 feet; thence N.59°13'38"E., a distance of 357.81 feet; thence N.69° 36'44"E., a distance of 304.40 feet; thence N.86°21'45"E., a distance of 114.71 feet; thence South a distance of 604.93 feet to point of beginning; said tract contains 10.001 acres, more or less.

187182

RECORDED October 23rd 1981 11:50 AM
IN BOOK 34 Mtg PAGE 535
FEES $ 10.00 Lois A. Yeik COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

which has the address of Five (5) miles south of [Street], Big Piney [City],
Wyoming 83113 (herein "Property Address");
[State and Zip Code]

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

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

[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 pur[illegible]

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 R. Essex
Larry R. Essex —Borrower

Gayle L. Essex
Gayle L. Essex —Borrower

STATE OF WYOMING, ... County ss:

The foregoing instrument was acknowledged before me this 23 October 1981 (date) by .....

Larry R. and Gayle L. Essex, Husband and Wife
(person acknowledging)

My Commission expires: April 6, 1985

Stella Wright
Notary Public

Stella Wright
County of
Sublette
My Commission expires:
Notary Public
State of
Wyoming
Apr. 6, 1985

(Space Below This Line Reserved For Lender and Recorder)

539 Red Bk 11 pg 401

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JIMMY L. BROWN and SHERRY A. BROWN, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty-one Thousand and No/100 - -($31,000.00) - - Dollars, due 11/20/91 with interest from 10/5/81 at the rate of eighteen (18%) 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 $558.58 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 Twelve (12) Redstone New Fork River Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO prior mineral reservations of record; and
SUBJECT TO Redstone New Fork River Subdivision Protective Covenants recorded 9/16/77 in Book 33 of Miscellaneous, page 206.

187183

RECORDED October 23 1981 4:15 PM
IN BOOK 34 Misc PAGE 539
FEES $6.00 Lora J Yake COUNTY CLERK
SUBLETTE CO
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 5th day of October A. D. 1981.

In the presence of

Jimmy L. Brown

Sherry A. Brown

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Jimmy L. Brown and Sherry A. Brown, this 5th day of October, 1981.

Witness my hand and official seal.

Jan W Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: January 5, 1985

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, $

5-40

541

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DAVID R. CUMMINGS and PATRICIA LYNN CUMMINGS, husband and wife

mortgagor S, of SUBLETTE County, State of WYOMING, to secure the payment of Three thousand seven hundred forty and no/100---------- Dollars, due 9/16/84 with interest from date at the rate of fifteen per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, ---Thirty-six (36) monthly payments each one hundred twnety-nine and 65/100 ($129.65)

do hereby mortgage to CROWELL O. DEAN, a single woman

mortgagee, whose address is BOX 303, PINEDALE, WYOMING 82941

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

Lot 15, Block 5, Townsite of Shelter Park, as the same appears on the plat and map therof on file and of record in the office of Sublette County Clerk of Sublette County, Wyoming,

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto,

BUT SUBJECT, HOWEVER, TO the provisions of United States patents,

AND EXCEPTING THEREFROM AND RESERVING unto the grantor and her heirs and assigns forever all oil, gas and other minerals situate in, upon or underlying the above described lands and real estate, together with the right of ingress and egress thereto to prospect for, mine and remove the same.

Misc Bk 11 p597

RECORDED October 26 1981 8:00 A M
IN BOOK 34 Mtg PAGE 541
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Dorothy McInnis

187208

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 ---Eleven thousand three hundred and 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 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 16th day of September A. D. 19 81.

In the presence of

X David R. Cummings

X Patricia L. Cummings

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by David R. Cummings

Patricia Lynn Cummings, ,

this 16th day of September, 19 81.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: 9/1/85

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]

THE HILLS COMPANY, CHEYENNE 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DALE IVERSON and MARGIE IVERSON, husband and wife

mortgagors, of Sublette County, State of Wyoming, to secure the payment of Twelve Thousand and no/100---------- Dollars, due 11/5/86 with interest from date at the rate of 18 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, 60 monthly payments in the amount of $306.72

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 E½NE¼ of Section 15, T30N, R110W, Sublette County, Wyoming described as follows:

BEGINNING at the northeast corner of said Section 15 identical with the southeast corner of that tract of record in the Office of the Clerk of Sublette County in Book 20 of Deeds on page 281 where found a 2" galvanized steel pipe with brass cap marked "T30N R110W $\frac{S10 \quad S11}{S15 \quad S14}$ 1968";
thence S67°-08.5'W, 512.28 feet along the south line of said tract of record to the southwest corner;
thence S00°-01'E, 902.65 feet to a point;
thence S18°-51'E, 793.22 feet to a point;
thence N89°-29'E, 257.61 feet to a point on the east line of said Section 15;
thence N01°-18'W, the base bearing for this survey, 1850.48 feet to the CORNER OF BEGINNING:

ENcompassing an area of 17.67 acres, more or less;

each "point" marked by a steel T-shaped stake 24" long with metal cap inscribed "PAUL N SCHERBEL RLS164 SURVEY POINT";

TOGETHER WILL ALL IMPROVEMENTS AND APPURTENANCES THEREUNTO PERTAINING:

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 $12,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 16th day of October A. D. 19 81.

In the presence of 187310

X Dale Iverson

X Margie Iverson

Book B 12 p 125

RECORDED October 30 1981 8:00 AM
IN BOOK 34 Mtg PAGE 543
FEES $6.00 Lucy J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McInnis

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Dale Iverson
Margie Iverson

this 16th day of October, 1981.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1985

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

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

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 five thousand dollars and no/100---- Dollars, due S/P

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 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:

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 centerline 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 rights of ingress and egress to prospect for, mine and remove same.

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 Fifty five thousand dollars 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 October A. D. 19 81

In the presence of 187311

X Kurt Babcock

X Carlene J. Babcock

RECORDED October 30 1981 8:00A M
IN BOOK 34 Misc PAGE 545
FEES $6.00 Nancy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurin

Rel'd Bk 11 pg 397

545

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Kurt W. Babcock, Carlene J. Babcock,

this 26th day of October, 19 81.

Witness my hand and official seal.

Betty J Watson
Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1985

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, $

MORTG[redacted]EED—FORM NO. 4½ [redacted] THE [redacted] COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Floyd E. and Virginia L. Oxner, husband and wife

Pinedale, Wyoming 82941

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty Seven Thousand Forty One and no/100---- Dollars, due ten years with interest from date at the rate of 18 per cent per annum, payable monthly annually evidenced by One (1) promissory note, of even date herewith,

120 monthly payments in the amount of $667.42

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:

Tract Fifteen (15) , of C L Bar Ranches, an addition to Sublette County, Wyoming, as depicted and described on the duly recorded plat thereof, which was filed and recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, on February 6, 1978, in Book 33 of Miscellaneous Records, at Page 528, and which tract is situated in Section 30, T35N, R110W of the 6th P.M., said county and state; together with all improvements thereon, easements and rights appertaining thereto, including all rights to water, ditches, canals and reservoirs which may be attached to said tract; SUBJECT, however, to restrictive covenants, easements, reservations and other matters of public record; hereby expressly RESERVING unto C L Bar Ranches, a partnership, all minerals of every kind and nature, including oil, gas and other hydrocarboneous substances, together with appurtenant rights of exploration, mining and production.

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 $37,041.00 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 2nd day of October A. D. 19 81.

In the presence of

187312

X Floyd E Oxner

X Virginia L Oxner

RECORDED October 30 1981 2:00 P M
IN BOOK 34 1979 PAGE 547
FEES $6.00 Dorothy Hyde COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M Dennis

547

Released BK 13 RLS. AS 640

505

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Floyd Oxner
Virginia L. Oxner

this 2nd day of October, 1981.

Witness my hand and official seal.

Betty J. Rodgers
Signature
Notary Public
Title of Officer

My Commission Expires: September 1, 1985

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] COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD C. TEFERTILLER and PENNY K. TEFERTILLER

husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ---One Hundred Fifty Thousand and no/100----- Dollars, due ten years with interest from date at the rate of 16.50 per cent per annum, payable monthly ~~annually~~ evidenced by one (1) promissory note, of even date herewith, 120 monthly payments in the amount of $2,559.66

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 3 and 4 of the Chapin Subdivision, 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 $150,000.00 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 September A. D. 19 81.

In the presence of 187313

Richard C. Tefertiller

Penny K. Tefertiller

RECORDED October 30 1981 8:00 A.M.
IN BOOK 34 Misc PAGE 549
FEES $6.00 Fern Fish COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McClure

S/S Released BK. 14 Rel Pg. 223

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard C. Tefertiller, Penny K. Tefertiller, this 30th day of September, 1981.

Witness my hand and official seal.

Betty J. Robinson
Signature
Notary Public
Title of Officer

My Commission Expires: 9/1/85

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 MAIL TO:
WELLS [redacted] MORTGAGE COMPANY
4455 SO. 7TH EAST, SUITE 201
SALT LAKE CITY, UT 84107

[redacted]

[redacted]

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

591-025055-203
WFMC # 207403-268

KNOW ALL MEN BY THESE PRESENTS, That STELLA MCKINSTRY, AN UNMARRIED WOMAN

herein designated as Mortgagor, of MADISON AVE & JADE INTERSECTION, PINEDALE, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of FORTY-FIVE THOUSAND AND NO/100 Dollars ($ 45,000.00), 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 FOUR HUNDRED SIXTY-NINE AND 80/100 Dollars ($ 469.80), commending on the first day of DECEMBER, 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 NOVEMBER, 2006, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOT 14, BLOCK 1, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

187342

RECORDED October 30 1981 3:30 PM
IN BOOK 34 Misc PAGE 551
FEES 8.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Ehmis

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises.

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

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

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

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

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

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

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

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

Released BK. 14 Rel. @ Pg. 182

(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 (FOUR CENTS) XXXXXXXXX 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 not 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, 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 (exclusive 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 in 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 allowed in 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 16.5 % (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 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) has hereunto set HER hand(s) this 30th day of October, 1981

In the presence of—

Stella McKinstry
STELLA MCKINSTRY

THE STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

On this 30th day of OCTOBER, 1981, before me personally appeared

STELLA McKINSTRY 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.

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

Given under my hand and seal, this 30th day of OCTOBER, A.D. 1981

My commission expires July 28, 1984

Edwin R. Adams
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

353

554 Rel Bk 13 Pg 308

REAL ESTATE MORTGAGE

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

Date October 14, 1981

Victor Errol Gilliam and Georgia Ann Gilliam, 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.

Lots 1, 2, 3 and 4, Block 28, Marbleton Townsite,
AND 1, 1973 Hacienda Mobile Home, Custom, VIN 10501

187345

RECORDED October 30 1981 4:00 P M
IN BOOK 34 Misc PAGE 554
FEES $6.00 Lois J York 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 FOUR THOUSAND EIGHT HUNDRED AND NO/100 ---------- DOLLARS, payable in installments with interest according to the terms of said note, the last installment being due and payable on the first day of November, 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.

(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)

Victor Errol Gilliam (SEAL)

Victor Errol Gilliam

Georgia Ann Gilliam (SEAL)

Georgia Ann Gilliam

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

On this 28 day of October, A.D., 1981, before me, a Notary Public in and for said County and State, personally appeared Victor Errol Gilliam and Georgia Ann Gilliam, husband and wife.

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

NOTARY PUBLIC

My commission expires 4-7-85.

Shirley Ball

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

This Space For Use of Mortgagee Only

Loan No. 707-3-8568935 H

Assignment No. _____

MORTGAGE

_____

_____

_____

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

_____

STATE OF _____ }
COUNTY OF _____ } ss.

This Instrument was filed for record at _____ o'clock, ____ M., on the _____ day of _____, 19____, and duly indexed and recorded in Book _____, Page _____, of the Real Estate Mortgage Records.

_____
County Recorder Register of Deeds

By _____
Deputy

Fee $ _____

556

MORTGAGE

EXECUTED the 2nd day of October, 1981 by RUSSELL M. RIEDER and KATHRYN A. RIEDER, husband and wife, of 8331 N.W. 24 Court, Sunrise, Florida 33322, hereinafter called the MORTGAGOR, to DONNA E. GILMORE, a widow of 9881 Harvest Lane, Anaheim, California, hereinafter called the MORTGAGEE: (Whenever used herein, the term "MORTGAGOR" and "MORTGAGEE" include all the parties to this instrument and the heirs, legal representatives, 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:

E½NW¼NW¼ of Section 11, Township 36 North, Range 112 West, 6th P.M., Wyoming

INCLUDING all buildings and improvements thereon, together with the tenements, hereditaments, and appurtenance 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 Thousand Dollars ($20,000.00) 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 sum of money provided for in said Note and this Mortgage, either; to pay all and singular the taxes,

Book 182 Pg 12

RECORD
IN BOOK
FEES $

Oct 2 1981 8:40 AM
Book 184 PAGE 556
Carol Clark COUNTY CLERK
COUNTY, [redacted] WYOMING

182352 [redacted] [redacted]

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 therewith 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 option 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.

RUSSELL M. RIEDER

KATHRYN A. RIEDER

STATE OF WYOMING)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by RUSSELL M. RIEDER and KATHRYN A. RIEDER, husband and wife, this 2nd day of October, 1981. Witness my hand and official seal.

(S E A L)

NOTARY PUBLIC

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES DEC. 30, 1982 BONDED THRU GENERAL INS. UNDERWRITERS

[redacted] [redacted] [redacted]

SCHEDULE "A"

PROMISSORY NOTE

$20,000.00

AT: Afton Wyo
DATE: 10/2/81

THE UNDERSIGNED, jointly and severally, if more than one, promise to pay to the order of DONNA E. GILMORE, a widow of 9881 Harvest Lane, Anaheim, California, the principal sum of Twenty Thousand Dollars ($20,000.00) with interest from September 15, 1981 at twelve percent (12%) per annum. The principal and interest shall be payable at 9881 Harvest Lane, Anaheim, California or at such other place as the holder may designate, in the following manner:

PRINCIPAL AND INTEREST shall be paid in one hundred twenty (120) equal monthly installments of Two Hundred Eighty-six Dollars and Ninety-five Cents ($286.95) each, the first of such installments being due and payable October 15, 1981 and a like installment being due on the same day of each and every month thereafter for one hundred nineteen (119) additional months until paid in full, with the entire balance being due ten (10) years from date of this Note. 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 undersigned, 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.

Russell M. Rieder
RUSSELL M. RIEDER

Kathryn A. Rieder
KATHRYN A. RIEDER

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MORTGAGE

THIS MORTGAGE is made this 30th day of October, 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, Wyoming (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Eight Thousand Five Hundred and No/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated October 30, 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 November 1, 2001;

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.

1873 4

Abst 13 Vol P 2454

RECORDED November 3 19 81 AT 11:30 M
IN BOOK 34 Misc PAGE 560
FEES $10.00 Lois A Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
by Feaney

which has the address of [illegible] [Street] Pinedale [City],
Wyoming 82941 [State and Zip Code] herein "Property Address");

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

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

[redacted] FNMA/FHLMC UNIFORM INST[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 or Assumption. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of a 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 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.

John J. Jelouchan —Borrower

Arlie Jelouchan Frank J. Jelouchan —Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this October 30th, 1981 by
(date)

John J. Jelouchan, a single man & Frank J. Jelouchan & Arlie Jelouchan, Husband & Wife
(person acknowledging)

My Commission expires: August 8, 1983

Donna M. Agai
Notary Public

NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

(Space Below This Line Reserved For Lender and Recorder)

560

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 October 30, 1981, was made and executed by John J. Jelouchan, a single person and Frank J. Jelouchan & Arlie Jelouchan, husband and wife to First Security Bank of Rock Springs as Mortgagee, as was recorded on November 3, 1981, in book 34 Mtg. at pages 560-563 of the records of the County Recorder of Sublette County, Wyoming and covers real property situated in said county described as follows:

LOT 8, BLOCK 4, REDSTONE FIRST ADDITION TO THE CITY OF PINEDALE, SUBLETTE COUNTY, WYOMING.

RECORDED November 3 1981 11:31 AM
IN BOOK 34 Mtg PAGE 564
FEES $ 10.00 Jane L Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Nancy

18738S

Dated this day November, 1981.

FIRST SECURITY BANK OF ROCK SPRINGS
STATE ASSOCIATION

SEAL

by
Assistant Vice-President

STATE OF WYOMING
COUNTY OF SWEETWATER

On this 2 day of November, A.D. 1981, personally appeared before me George Stahla, being duly sworn, did say that he is the Assistant 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 8/8/83

MORTGAGE [redacted] -FORM NO. 4½ [redacted] THE HILLS COMPANY, DENVER 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD R. WENZ and GEORGIA M. WENZ, husband and wife

STEVEN H WENZ AND DEBBIE H. WENZ, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ---Forty two thousand and no/100--------- Dollars, due 6 years 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,

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:

Lots Eleven (11), and Twelve (12), Block Twenty-Three (23), 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, 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.

187410

RECORDED December 5 1981 8:00 A M
IN BOOK 34 Misc PAGE 565
FEES $6.00 Lou Ann Clark COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Thurmi

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 $42,000.00 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 October A. D. 19 81.

In the presence of

X [redacted]
X [redacted]
X Richard R Wenz
X Georgia M Wenz

Rel. 136 13 MP 430
-65-

566

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Steven H. Wenz, Debbie H. Wenz, Richard R. Wenz, Georgia M. Wenz,

this 8th day of October, 1981.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: 9/1/85

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

on Page

By Deputy Clerk

No. Fees, $

Clerk and ex-officio Register of Deeds.

MORTGAGE [redacted] FORM NO. 4½ [redacted] THE MILLER COR[redacted] MICHIGAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM A. MEYER, a single man,

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

Sixteen Thousand and No/100 - - ($16,000.00) - - - Dollars, due 1/25/82

with interest from 7-28-81 on Some at the rate of eighteen (18%) per cent per annum, payable at maturity annually

evidenced by one promissory note, of even date herewith, $5,000.00 plus interest at 18% from 7/28/81 and $11,000.00 plus interest at 18% from 11/4/81 due 1/25/82 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:

per Exhibit A attached

187440

RECORDED November 6th 1981 3:00 P M
IN BOOK 3 M Cp PAGE 567
FEES $ 8.00 Doris J. Rhea COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Elmore

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 4th day of November A. D. 1981.

In the presence of

WILLIAM A. MEYER

Misc Bk 12 pg 474

567

568

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William A Meyer,

_____, _____,

this 4th day of November, 1981.

Witness my hand and official seal.

Jean A Wolfe
Signature

Notary Public
Title of Officer

My Commission Expires: January 3, 1985

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____ on Page _____ Book _____

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $_____

EXHIBIT A

Lot, parcel or tract number Forty-five (45), of BOULDER LAKE COUNTRY ESTATES, SECOND FILING, a townsite addition to Sublette County, Wyoming, which second filing contains a total of 17.718 acres, more or less, being platted over a portion of H. E. Survey No. 159, located in Section Three (3), T33N, R107W of the 6th P.M., said county and state, together with all improvements thereon, and 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 said office on July 10, 1972, in Book 28 of Miscellaneous Records, at Page 236. All sub-surface deposits of gravel, minerals, oil, gas and other valuable substances are excluded from this conveyance, and are hereby expressly reserved to the grantors, their heirs, administrators, executors and assigns, together with incidental rights appurtenant thereto.

570

SECOND MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM A. MEYER, a single man, Mortgagor, of P.O. Box 5, Cora, County of Sublette, State of Wyoming, to secure the payment of Twenty Seven Thousand Six Hundred Twenty-Seven and No/100 ($27,627.00) Dollars, payable as follows:

Sixty (60) equal monthly payments of $266.60 shall be paid, this figure being based on a twenty year amortization, first said payment due November 15, 1981, and monthly thereafter until paid in full, said payments include interest on the principal at the rate of ten (10%) per cent per annum; the unpaid balance shall be due and payable in full on November 15, 1986. In the event Mortgagor is unable to arrange other financing on said date, after reasonable effort, Mortgagee agrees to finance unpaid balance for a term of fifteen (15) years at an interest rate of two (2) percentage points under the then Prime Rate. Prepayment is expressly allowed but only in amounts greater than $1,000.00 or in full. 180 equal monthly payments will be made.

Said debt evidenced by one promissory note of even date herewith. Mortgagor does hereby mortgage to JANET GOODMAN, a single woman, Mortgagee, whose address is Murtaugh, Idaho, the following described real estate, situate in the County of Sublette, State of Wyoming, to-wit:

> All of the East one-half (E½) of Lot Three (3), and all of the West one-fourth (W¼) of Lot Four (4), of the Bloom Subdivision 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 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 reservations of record.

This mortgage is second in priority to that certain mortgage granted to the Administrator of Veterans Affairs, recorded at Book 25 of Mortgages, page 675 and assigned to United First Mortgage Corporation, recorded at Book 29 of Mortgages, page 251.

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 the fair market value 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

187494

RECORDED November 12 1981 3:00 P M
IN BOOK 34 Misc PAGE 570
FEES $ 6.00 Janet L Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING Peggy Clancy

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 a reasonable amount as attorney's fees.

As referred to herein, the term "Prime Rate" refers to the prime rate as set at the Chase Manhattan Bank, New York, New York.

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

DATED this 4 day of November, 1981.

WILLIAM A. MEYER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by WILLIAM A. MEYER, this 4th day of November, 1981.

Witness my hand and official seal.

Notary Publix

My commission expires: 11/2/82

572

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

THIRD MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM A. MEYER, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Seven Thousand Twenty-Six and 38/100 ($ 7,026.38) Dollars, due 11/15/91 with interest from 11/15/81 at the rate of nine(9%) per cent per annum, payable monthly evidenced by one promissory note, of even date herewith, payable in 120 equal monthly payments of $89.01, first payment being due 11/15/81, and monthly thereafter until paid in full. do hereby mortgage to

RAYMOND A. BOWLSBY and LaWANNA BOWLSBY,

mortgagee, whose address is

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

All of the East one-half (E½) of Lot Three (3), and all of the West one-fourth (W¼) of Lot Four (4), of the Bloom Subdivision 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 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 reservations of record.

This mortgage is third in priority behind that certain mortgage granted to the Administrator of Veterans Affairs, recorded at Book of Mortgages, page 675 and assigned to United First Mortgage Corporation, recorded at Book 29 of Mortgages, page 251 and that certain mortgage granted to Janet Goodman of Muscaugh, Idaho, securing a principal amount of $27,627.00 and concerning the same real property as described herein. Prepayment is expressly allowed but only in amounts greater than $1,000.00 or in full.

187506

RECORDED January 13 1982 at 11:45 AM
IN BOOK 34 DEEDS PAGE 72
FEE $ 6.00 Lois J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING by Deputy

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 the fair market 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 thereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee the legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable amount, as attorney's fees.

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

Dated this 4 day of November A. D. 19 81

In the presence of

WILLIAM A. MEYER

State of WYOMING)
) ss.
County of SUBLETTE)

The foregoing instrument was acknowledged before me by WILLIAM A. MEYER,

, ,

this 4th day of November, 1981.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: 11/2/82

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING)
) ss.
County of)

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

WHEN RECORDED MAIL TO:
WELLS [redacted] MORTGAGE COMPANY
4455 SO. 7TH EAST, SUITE 201
SALT LAKE CITY, UT 84107

[redacted]

[redacted]

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

591-025055-203
WFMC # 207-03-268

KNOW ALL MEN BY THESE PRESENTS, That STELLA MCKINSTRY, AN UNMARRIED WOMAN

370 S. Madison Ave.

herein designated as Mortgagor, of ~~MADISON AVE & SAGE INTERSECTION~~ PINEDALE, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of FORTY-FIVE THOUSAND AND NO/100 Dollars ($ 45,000.00), 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 FOUR HUNDRED SIXTY-NINE AND 80/100 Dollars ($ 469.80), commending on the first day of DECEMBER, 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 NOVEMBER, 2006, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOT 14, BLOCK 1, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

187512

RECORDED October 30 1981 3:12 PM
IN BOOK 34 Misc PAGE 551
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McKinnis

Correctively recorded to correct the address of the property.

187546

RECORDED November 17 1981 11:08 AM
IN BOOK 34 Misc PAGE 574
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKinnis

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 will pay 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 herewith 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

hLS

(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.

FOUR CENTS XXXXXXXXX

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

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 16.5 % (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 wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all rights of homestead in and to the above granted premises

IN WITNESS WHEREOF Mortgagor(s) has hereunto set HER hand(s) this 30th day of October, 1981

In the presence of:

STELLA McKINSTRY

THE STATE OF WYOMING)
) ss:
COUNTY OF CAMPBELLE)

On this 30th day of OCTOBER, 19 81, before me personally appeared

STELLA McKINSTRY 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 free and separate and apart.

Given under my hand and seal, this 30th day of OCTOBER, A.D. 19 81

EDWIN R. ADAMS - Notary Public
County of Campbell
State of Wyoming
My Commission Expires July 28, 1984

My commission expires June 28, 1984

Edwin R. Adams
Notary Public

STATE OF WYOMING)
) ss:
COUNTY OF)

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

County Clerk and ex officio Register of Deeds

Fee: $

Deputy

207403-7

ASSIGNMENT OF MORTGAGE

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 STELLA MCKINSTRY, AN UNMARRIED WOMAN

instrument # 187342

and appears recorded in book 34 of mortgages, beginning on page 551 in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property described as follows:

LOT 14, BLOCK 1, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

and correctively recorded in Book 34 of mortgages, beginning on page 574

187547

RECORDED November 17 1981 11:00 AM
IN BOOK 34 Mtg PAGE 577
FEES $4.00 Lorey York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwain

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 9th day of November ,19 81.

WELLS FARGO MORTGAGE COMPANY,
A CALIFORNIA CORPORATION

By _____
Larry L. Stark

Mortgage Credit Officer
Title

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

The foregoing instrument was acknowledged before me by LARRY L. STARK, Mortgage Credit Officer of WELLS FARGO MORTGAGE COMPANY, A CALIFORNIA CORPORATION.

this 9th day of November , 19 81

Witness my hand and official seal.

My Commission expires: 10-22-83

_____
Notary Public
Title of Officer

WCDA Form Number 203
12/79

577

Partial Rel'd 12pg 482 578
(3-5-85) Partial Rel'd Book 12 Page 600
(3-25-85) Partial Rel'd Book 12 Page 631

Marjorie Brawley
Box 57
La Barge, WY 83123

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

J F RANCH, INC., a Wyoming Corporation, mortgagor, of Sublette County, State of Wyoming, to secure the payment of TWO HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED EIGHTY-THREE and 03/100 ($282,483.03) DOLLARS with interest from 1/1/81 at the rate of five and seventy-five hundredths per cent (5.75%) per annum, payable annually, evidenced by a promissory note dated June 1, 1973, and payable in annual payments of THIRTY THOUSAND and NO/100 ($30,000.00) DOLLARS plus interest on January 1st of each year until paid in full, does hereby mortgage to CLARENCE M. BRAWLEY and MARJORIE M. BRAWLEY, husband and wife, mortgagees, whose address is LaBarge, Wyoming, 83123, the following described real estate, situated in the Counties of Sublette and Lincoln, in the State of Wyoming, to-wit:

SUBLETTE COUNTY, WYOMING

In Township 27 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming:

		Acres
Section 28:	$SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}$ and $S\frac{1}{2}NW\frac{1}{4}$	360.00
Section 29:	$NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$ and $NE\frac{1}{4}SE\frac{1}{4}$	160.00
Section 32:	$SE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ and $NE\frac{1}{4}SE\frac{1}{4}$	120.00
Section 33:	$NW\frac{1}{4}NE\frac{1}{4}$ and $N\frac{1}{2}NW\frac{1}{4}$	120.00

In Township 28 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming:

Section 31:	Lots 9, 10, 11, 12, 13, 14, 15 and 16	268.11
	Tracts 51A, 51B and 51C and Tract 52	117.11
	(formerly described as $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$ and $SE\frac{1}{4}NW\frac{1}{4}$ of Section 31)	160.00

In Township 28 North, Range 114 West of the 6th Principal Meridian, Sublette County, Wyoming:

Section 25:	$SW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$ and $SE\frac{1}{4}SE\frac{1}{4}$	320.00
Section 26:	$SE\frac{1}{4}NE\frac{1}{4}$ and $E\frac{1}{2}SE\frac{1}{4}$	120.00
Section 35:	All	640.00
	Total Acreage in Sublette County	2,385.22

LINCOLN COUNTY, WYOMING

In Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, Wyoming:

Section 8:	Lots 8, 9 and 10 and $SW\frac{1}{4}SW\frac{1}{4}$	125.82
Section 17:	Lots 2, 3 and 4, and $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$ and $S\frac{1}{2}S\frac{1}{2}$	570.34
Sections 7 and 18:	That part of the $E\frac{1}{2}SE\frac{1}{4}$ of Section 7 and of the $E\frac{1}{2}NE\frac{1}{4}$ and $NE\frac{1}{4}SE\frac{1}{4}$ of Section 18 lying East of the East boundary line of Wyoming State Highway No. 189, particularly described as follows: Beginning at the NE corner of the $NE\frac{1}{4}SE\frac{1}{4}$ of Section 7, thence West 1187 feet to the intersection of the East boundary line of said Wyoming State Highway No. 189, thence following the East boundary line of said Wyoming State Highway No. 189 in a southerly direction to a point	

187571

RECORDED November 18th 1981 1:32 P M
IN BOOK 34 Misc PAGE 578
FEE $15 Lou J Yahn COUNTY CLERK
[redacted]LETTE COUNTY, PINEDALE, WYOMING[redacted]
by Dorothy McInnis

	958 feet West of the SE corner of the NE¼SE¼ of Section 18, thence East 958 feet to said SE corner of NE¼SE¼ of Section 18, thence due North along the East boundary lines of Sections 18 and 7, to the point of beginning, all in Township 26 North, Range 112 West of the 6th Principal Meridian	177.78
Section 18:	SE¼SE¼ lying east of Highway 189	19.80
Section 19:	E½NE¼ and NE¼SE¼ lying East of Highway 189	23.22
Section 20:	N½ and N½S½	480 00
Section 21:	W½NW¼, NW¼SW¼, Lots 2, 3 and 6	195.83
	Total Acreage in Lincoln County	1,592.79
	Total acreage in Sublette and Lincoln Counties	3,978.01

The mortgagor agrees to pay the indebtedness hereby secured and to pay all taxes and assessments on said premises during the life of this mortgage and in case the mortgagor shall fail to pay such taxes and assessments as aforesaid, the mortgagees may pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the 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 reasonable attorney's fees.

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

Dated this 12 day of November A. D., 1981.

J F RANCH, INC., a Wyoming Corporation

By William J McDinnis Jr
President

S E A L

ATTEST:
Jane M. McDinnis
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF Fremont)

The foregoing instrument was acknowledged before me by William J McDinnis Jr as President, and Jane M McDinnis

577

as Secretary on behalf of J F RANCH, INC., this 12 day of September, 1981.

Witness my hand and official seal.

Linda Tracy
Notary Public

My commission expires: 7-9-85

[redacted] MORTGAGE DEED—FORM NO. 4½ [redacted] THE HILLS COMPANY, SHERIDAN 14130

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM A. PENTON and JUDITH E. PENTON, husband and wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of ----Twenty Two Thousand and no/100------- Dollars, due 5 years with interest from date at the rate of 18 per cent per annum, payable monthly annually evidenced by One (1) promissory note, of even date herewith, 60 monthly payments in the amount of $558.66 beginning November 30, 1981 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:

Lots numbered 1,2, and 3 in Block 7 of the Jones Addition to the Town of Pinedale, Sublette County, Wyoming, together with the buildings, and improvements situate thereon an appurtenant thereto, subject, however, to the provisions of United States Patents and to all exceptions and reservations of record.

187584

RECORDED January 19 1982 8:10 AM
IN BOOK 34 Mtg PAGE 581
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ekins

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 $22,000.00 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 October A. D. 19 81.

In the presence of

William A Penton
Judy E. Penton

R1SE B. 13, P. 248

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William A. Penton, Judy E. Penton, this 30th day of October, 19 81.

Witness my hand and official seal.

Betty J Hobgood
Signature
Notary Public
Title of Officer

My Commission Expires: 9/1/85

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, $ ...

2ND

MORTGAGE

Rel'd Bk 13 Pg 280

THIS MORTGAGE is made this 6th day of November, 19 81, 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 Six thousand nine hundred fifty-eight and 08/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated November 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 November 6, 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:

TOWNSHIP 31 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 34 : S½SW¼SW¼

187594

RECORDED November 20 1981 10:30 AM
IN BOOK 34 Mtg PAGE 583
FEES $10.00 Darin J Vake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

which has the address of ....., Big Piney, 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

[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 Melton W Schilling
—Borrower

X Donna S Schilling
—Borrower

STATE OF WYOMING, Lincoln, County ss:

The foregoing instrument was acknowledged before me this November 26, 1984 by
(date)

Melton W Schilling and Donna S Schilling
(person acknowledging)

My Commission expires: 8-2-85

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

[redacted]REEMENT AND FINANCING [redacted]MENT—FORM UCC-2 [redacted] PUBLISHING CO., CASPER

1. DEBTOR

Name Victor Errol Gilliam

Georgia Ann Gilliam

Address

File No.

Filed at 4:30 o'clock P M.

11-2-81, 19

Clancy

2A. SECURED PARTY

Name Federal Land Bank

Address P. O. Box Kemmerer, Wyoming 83101

2B. ASSIGNEE

Name

Address

3. OBLIGATIONS SECURED BY THIS AGREEMENT

Funds Borrowed, $ 34,800.00, with interest, as evidenced by 1 negotiable promissory note(s) given therefor:

Date of Note	*Amount*	*Maturity date or payable as follows:*
October 14, 1981	$34,800	Final payment due November 1, 1991 - with Monthly payments of $494.51

All Future Advances, which may be made at the option of the Secured Party, with interest, as evidenced by negotiable promissory note(s) be given therefor.

4. COLLATERAL. *(Here describe the collateral and specify location; if the collateral is, or is to be, affixed to realty such as crops or fixtures, describe the realty.)*

Lots 1, 2, 3 and 4, Block 28, Marbleton Townsite,

AND 1, 1973 Hacienda Mobile Home, Custon, VIN 10501

After-acquired property: Property, goods, and chattels of the same classes as those listed above acquired by the Debtor subsequent to execution of this agreement and prior to its termination.

(a) *Proceeds and Products*, or either, of the collateral.

(b) *All increases*, substitutions, replacements, additions and accretions to collateral, including natural increase of livestock.

5. OWNERSHIP OF COLLATERAL. The Debtor is, or is to become, the owner of the collateral, and has, or will have when the collateral is acquired, the right to convey a security interest in it to the Secured Party. The collateral is, or will be when acquired, free and clear of all liens, claims, charges, encumbrances, taxes and assessments.

6. TITLE. This agreement is not intended to affect the title to the collateral which is, or will become, vested in the Debtor.

7. ACTS TO BE PERFORMED BY DEBTOR. The Debtor agrees as follows:

(a) *Payment and Performance.* The Debtor shall pay and perform all of the obligations secured by this agreement according to their terms.

(b) *Further Assurances.* The Debtor shall defend the title to the collateral against all persons. On demand by the Secured Party, the Debtor shall: (1) furnish further assurance of title; (2) furnish further security for the obligations secured by this agreement; and (3) execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this agreement.

(c) *Possession and Removal.* The Debtor may remain in possession of the collateral until default under this agreement. The collateral may be removed from its present location only with the written consent of the Secured Party.

(d) *Sale and Exchange.* The Debtor may not sell or exchange the collateral without the written consent of the Secured Party, and whether or not such consent has been obtained, the proceeds of such sale or exchange at the option of the Secured Party shall be: (1) applied on the obligations secured by this agreement, or (2) subject to the lien of this agreement.

(e) *Certain Acts Required.*

(1) *Proper care and inspection.* The Debtor shall use reasonable care in the custody and preservation of the collateral. The Secured Party may enter upon the premises where the collateral is located and examine it.

(2) *Insurance.* The Debtor shall keep the collateral insured for the benefit of the Secured Party against loss by fire and other casualties or risks in such form and amount as may be required by the Secured Party. The policies shall be deposited with the Secured Party upon request.

(3) *Encumbrances and Taxes.* The Debtor shall keep the collateral free from all liens, claims, charges, encumbrances, taxes and assessments.

(f) *Failure to Perform Required Acts.*

(1) *Performance by Secured Party.* Upon failure by the Debtor to perform the acts described in paragraph (e) above, the Secured Party is authorized and has the option to take possession of the collateral and to perform any of said acts in any manner deemed proper by the Secured Party, without waiving any rights to enforce this agreement.

(2) *Advances Secured.* The reasonable expenses (including the cost of any insurance and payment of taxes or other charges) paid by the Secured Party in respect to the custody, preservation, use or operation of the collateral in his possession shall be deemed advanced to the Debtor by the Secured Party, shall bear interest at the highest rate provided by the above described notes, and shall be secured by this agreement.

8. WHEN OBLIGATIONS BECOME DUE. At the option of the Secured Party, the obligations secured by this agreement shall become immediately due and payable in full upon the happening of one or more of the following events:

(a) *Default in Obligation.* If the Debtor shall fail to perform any of the obligations secured by this agreement.

(b) *Default in Security Agreement.* If the Debtor shall fail to perform any covenant, condition or provision of this agreement.

(c) *Insecurity.* If the Secured Party shall at any time deem himself insecure in that the Secured Party in good faith believes that the prospect of payment or performance is impaired.

(d) *Miscellaneous.* Without in any way limiting the generality of the foregoing:

(1) If the Debtor shall fail to comply with any statute, requirement, rule, regulation, order or decree, of any federal, state, municipal or other governmental authority relating to the collateral.

(2) If the collateral be levied upon by virtue of an execution issued upon any judgment or any other process.

(3) If the Debtor be insolvent.

(4) If a petition or arrangement in bankruptcy be, or is to be, filed by or against the Debtor.

(5) If a general assignment for the benefit of creditors be made by the Debtor.

(6) If an application for receivership of any nature be, or is to be, filed, or a receiver of the Debtor's property be appointed in any action or proceeding.

(7) If the Debtor shall die; or if the Debtor is a corporation, association or partnership and it shall be, or about to be, voluntarily or involuntarily dissolved.

9. REMEDIES UPON DEFAULT.

(a) *General.* In the event of default under this agreement the Debtor and the Secured Party have the rights and remedies provided in Article 9 of the Uniform Commercial code and, in addition, those provided in this agreement.

(b) *Duty of Debtor to Assemble Collateral.* In the event of default the Debtor shall upon request of the Secured Party assemble the collateral and make it available to the Secured Party at the place designated by the Secured Party, which is reasonably convenient to both parties.

10. COVENANT TO PAY DEFICIENCY. Upon default if the sale or other disposition of the collateral fails to satisfy the obligations secured by this agreement and the reasonable expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorneys' fees and legal expenses incurred by the Secured Party in connection with this agreement or the obligations it secures, the Debtor shall be liable for any deficiency.

11. MISCELLANEOUS. The Debtor and the Secured Party agree as follows:

(a) *No Discharge.* No party to this agreement shall be discharged by any extension of time, additional advances and notes, renewals and extensions of any note, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the collateral, or any other act except a release or discharge of the secured interest upon the full payment of the obligations secured by this agreement including charges, expenses, fees, costs and interest.

(b) *No Waiver or Estoppel.* Any failure by the Secured Party to exercise any right set forth in this agreement shall not constitute a waiver thereof. Nothing in this agreement or in the obligations secured by it shall preclude any other remedy by action or otherwise for the enforcement of this agreement or the payment in full of the obligations secured by it.

(c) *Succession.* This agreement shall bind the respective executors, administrators, distributees, successors and assigns of the Debtor and the Secured Party.

(d) *Governing Law.* The rights and duties of the parties under this agreement shall be governed by the laws of the State of Wyoming.

Signed this 28 day of OCTOBER, 19 81

FEDERAL LAND BANK

Secured Party

By [signature]

[signature]

[signature]

Debtor

587

588

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

On this 28 day of October, A.D., 1981, before me, a Notary Public in and for said County and State, personally appeared Victor Errol Gilliam and Georgia Ann Gilliam, husband and wife.

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

My commission expires 4-7-85.

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

_____, Secured Party's right, title, and interest, in and to the foregoing Security Agreement and Financing Statement, the collateral therein named, and the security interest therein.

Executed at _____, Wyoming, this _____ day of _____, 19____.

(This form of Security Agreement may be filed as a Financing Statement.)
Filing Fee $2.00

Secured Party (Seller)

_____

By _____

SECURITY AGREEMENT AND FINANCING STATEMENT

File No. _____

Debtor

and

Secured Party

THE STATE OF WYOMING } ss.
County of _____ }

This instrument was filed at _____

o'clock ____ M., on the _____

day of _____, 19____

and duly indexed according to law.

_____
County Clerk and Ex-Officio Register of Deeds.

By _____
Deputy.

Receiving Book No. _____ Fee $2.00

187595

RECORDED November 20 1981 10:30 AM
IN BOOK 34 Misc PAGE 587
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

MORTGAGE

THIS MORTGAGE is made this Seventeenth day of November, 19 81, between the Mortgagor, Anthony and Kathy Tomassi, Vincenzio and Candance Tomassi, All Husbands and Wives Gerald L. and Mary Lee Waters (herein "Borrower"), and the Mortgagee, First Wyo Bank N.A. Kemmerer, a corporation organized and existing under the laws of The United States of America, whose address is 801 Pine Kemmerer, Wyo. 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Three Thousand and no/100 ---------- Dollars, which indebtedness is evidenced by Borrower's note dated November 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 December 1, 1988;

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

THE NORTH 95 FEET OF LOTS 1,2, AND 3, BLOCK 22 OF THE FEAR ADDITION TO THE TOWN OF BIG PINEY, SUBLETTE COUNTY, WYOMING

187625

RECORDED November 23 1981 12:30 PM
IN BOOK 34 Misc PAGE 589
FEES $10.00 Louis J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Lewis

which has the address of [Street], [City]
(herein "Property Address");
[State and Zip Code]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, Borrower's right, title and interest 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.

Vincenzia A. Tomassi —Borrower

Anthony Tomassi Kathy A. Tomassi —Borrower

Herald F. Nations Mary Lee Nations —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this 19th day of December, 1984 by Herald F. Nations and Mary Lee Nations,
(date)

Vincenzia A. Candace Tomassi, Anthony Tomassi and Kathy A. Tomassi,
(person acknowledging)

My Commission expires:
May 29, 1985

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this 20th day of November, 19 81, between the Mortgagor, Roger Anderson and Bonny Jo Anderson, 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 of America, whose address is 801 Pine Ave. Kemmerer, Wyo. 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty. Five Thousand and no/100- Dollars, which indebtedness is evidenced by Borrower's note dated November 20, 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 January 20, 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:

Lot Eight (8) of the Redstone NewFork River Subdivision, Sublette County, Wyoming

187626

RECORDED November 23 1981 12:30 PM
IN BOOK 34 Mtg PAGE 593
FEES $10.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

which has the address of ....., ...,
[Street] [City]
..... (herein "Property Address");
[State and Zip Code]

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

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

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

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

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

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

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

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

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

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or 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, Borrower's right, title and interest 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 pre[illegible] 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 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.

Roger Anderson —Borrower

Bonny Jo Anderson —Borrower

STATE OF WYOMING, Lincoln County ss.

The foregoing instrument was acknowledged before me this November 29, 1995 by Roger Anderson and Bonny Jo Anderson.
(person acknowledging)

My Commission expires:
May 29, 1998

Kristin D. Hall
Notary Public

Space Below This Line Reserved For Lender and Recorder

MORTGAG[redacted]—FORM NO. 4-A [redacted] THE MILLS COMPANY, [redacted] 4129

MORTGAGE

THIS MORTGAGE, made this 17th **day of** November, **19** 81, **between** Roger D. Larson, a single man, and Marion Larson, 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,

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

The Mortgagor, for and in consideration of the sum of Fifteen Thousand and No/100 - - -

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

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

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

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

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

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.

Roger D. Larson

Marion Larson

INDIVIDUAL ACKNOWLEDGMENT

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

On this *17th* day of *November*, 19*81*, before me personally appeared

Roger D. Larson, a single man, and Marion Larson, a single man,

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

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

My commission expires: *May 24, 1985*

Lenora Garden

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 th late first above written.

My commission expires:

600

Pil Rel. BK 14 Rs @19-590
Rlsd. BC 18 Pg 476 5/28/97

Farm Loan Mortgage

STATE OF WYOMING

Wyoming Farm Loan Board

THIS MORTGAGE made this 23rd day of NOVEMBER, A. D., 19 81, between
-GEORGE P. WESTMAN, a single man-
-of Sublette County, Wyoming-

hereinafter for convenience designated in the singular as "MORTGAGOR" and the STATE OF WYOMING, WYOMING FARM LOAN BOARD, 2424 Pioneer Avenue, Cheyenne, Wyoming, hereinafter for convenience designated as "MORTGAGEE," to secure payment of the sum of
-TWENTY-SEVEN THOUSAND and NO/100 ($27,000.00)- DOLLARS,

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

TOWNSHIP 31 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 3: E½SE¼
Section 10: E½NE¼

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

PROVIDED ALWAYS, and these presents are upon the express condition that if the said MORTGAGOR shall and does well and truly pay or cause to be paid unto the said MORTGAGEE, the principal sum of
-TWENTY-SEVEN THOUSAND and NO/100 ($27,000.00)- DOLLARS,
with interest thereon at the rate of eight percent (8%) per annum, according to the tenor and effect of a certain promissory note of even date herewith, payable in nineteen (19) equal installments of
-TWO THOUSAND SEVEN HUNDRED FIFTY and 01/100 ($2,750.01)- DOLLARS,
on the first day of December of each year and one payment of
-TWO THOUSAND SEVEN HUNDRED FORTY-NINE and 99/100 ($2,749.99)- DOLLARS,
due December 1, 2001, if default be made in payment when due of any part or installment of principal or interest, the borrower shall pay simple interest of four percent (4%) per annum on defaulted payments from the date due until the installment payment is made, said note being executed by the said MORTGAGOR, payable to the order of the MORTGAGEE at its Office in Cheyenne, Wyoming, and shall pay all taxes, liens, judgments, and assessments on said lands, and shall keep all buildings insured as hereafter provided and shall keep and perform all the other terms, conditions and covenants of this mortgage, then these presents and said promissory note shall cease and be null and void, and be released at the expense of said MORTGAGOR.

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

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

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

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

(Continued on reverse side hereof.)

STATE OF WYOMING)
) ss.
COUNTY OF _____)

RECEPTION NO. 187634

This instrument was filed for record at 2:30 o'clock P M., on the 23rd day of November A. D., 1981, and duly recorded in Book 3 Mtg on page 600.

Photographed _____
Indexed _____
Abstracted _____
Checked _____

Fees, $ 6.00

Lucy Yake
County Clerk or Register of Deeds

By _____ Deputy

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MORTGAGE DEED—FORM NO. 4-A

THE HILLS COMPANY, SHERIDAN 142484 —2M—1-72

Released Book 15 Pg 111

MORTGAGE

THIS MORTGAGE, made this 1st day of November, 1981, between BOUSMAN LIVESTOCK, INC., a Wyoming corporation and FLOYD BOUSMAN and MARGARET BOUSMAN, husband and wife of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and PAULINE M. EDWARDS and BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, co-trustees of Harris County, ~~Wyoming~~ Texas, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of One Hundred Eighty Thousand and no/100 ($180,000.00) Dollars, lawful money of the United States, paid to the Mortgagee 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:

E½SW¼, SE¼, Section 17; NE¼NE¼, S½NE¼, SE¼NW¼, NE¼SE¼, Section 20; NW¼NE¼, S½NE¼, NW¼, N½SW¼, Section 21; Township 30 North, Range 105 West of the Sixth Principal Meridian, Sublette County, Wyoming, together with all improvements located upon the above lands, and all appurtenances belonging or appertaining thereto; and all easements, water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and rights to the use of all water, ditches and reservoirs used in connection with or appertaining to the above described lands; and together with all grazing permits and permits and privileges for the grazing of livestock and appurtenant to the above described lands.

187646

RECORDED November 25 1981 11:00 AM
IN BOOK 34 Misc PAGE 602
FEES $8.25 Carol Clerk COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

by Dorothy M Schnee

(2) That [redacted]TGAGEE, or its duly authorized agents, shall a[redacted]s have the right to enter upon and inspect said p[redacted]

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

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

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

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

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

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

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

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

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

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

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

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

George P Westman

GEORGE P. WESTMAN, a single man

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me BY George P. Westman, _____, _____. this 23rd day of NOVEMBER, 1981.

Witness my hand and official seal.

Edwin R. Adams
Title of Officer
Notary Public

My Commission Expires: 7-28-84

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

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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 One Hundred Eighty Thousand and no/100----------

($ 180,000.00) Dollars, together with interest thereon at the rate of nine (9) per cent (9 %) per annum from November 1, 1981, until paid, according to the conditions of 1 promissory note, dated November 1, 1981, the ultimate maturity date of which is November 1, 1992, which promissory note was executed and delivered by

Bousman Livestock, Inc., a Wyoming corporation and Floyd Bousman and Margaret Bousman, 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 Ten Thousand and no/100---------- ($ 10,000.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

5. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges or fails to keep the improvements on said premises insured as herein provided, the Mortgagee may, without notice or demand, pay the same or effect such insurance, and if the Mortgagor fails to keep said property in good repair, the Mortgagee may make such repairs as may be necessary to protect the property, all at the expense of the Mortgagor. The Mortgagor convenants and agrees that all such sums of money so expended, together with all costs of enforcement or 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 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 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.

Floyd Bousman

BOUSMAN LIVESTOCK, INC., a Wyoming corporation

By Floyd E. Bousman
President

ATTEST:

Margaret Bousman
Secretary

Margaret Bousman

INDIVIDUAL ACKNOWLEDGMENT

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

On this ~~1st~~ 24th day of November, 19 81, before me personally appeared

Floyd Bousman

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: 3-21-84

Susan M. Johnson
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

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

On this ~~1st~~ 24th day of November, 19 81, before me personally appeared

Margar Bousman

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 homestead.

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

My commission expires: 3-21-84

Susan M. Johnson
Notary Public

CORPORATION ACKNOWLEDGMENT

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

On this ~~1st~~ 24th day of November, 1981, before me personally appeared

Floyd Bousman to me personally known, who, being by me duly sworn, did say that he is the President of Bousman Livestock, 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 Floyd Bousman 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: 3-21-84

Susan M. Johnson
Notary Public

[redacted] [redacted] [redacted]

COUNTERPART No - 11

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-seventh Supplemental Indenture

Dated as of October 15, 1981

187649

RECORDED November 30 1981 8:00 P M
IN BOOK 34 Mtg PAGE 605
FEES $50.00 Lou J Yahl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McEwin, deputy

605

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.

Floyd Bousman

BOUSMAN LIVESTOCK, INC., a Wyoming corporation

By Floyd E. Bousman
President

ATTEST:

Margaret Bousman
Secretary

Margaret Bousman

INDIVIDUAL ACKNOWLEDGMENT

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

On this ~~1st~~ 24th day of November, 19 81, before me personally appeared Floyd Bousman

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: 3-21-84

Susan M. Johnson
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

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

On this ~~1st~~ 24th day of November, 19 81, before me personally appeared Margaret Bousman

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 homestead.

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

My commission expires: 3-21-84

Susan M. Johnson
Notary Public

CORPORATION ACKNOWLEDGMENT

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

On this ~~1st~~ 24th day of November, 1981, before me personally appeared Floyd Bousman to me personally known, who, being by me duly sworn, did say that he is the President of Bousman Livestock, 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 Floyd Bousman 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: 3-21-84

Susan M. Johnson
~~Notary Public~~

-605-

THIRTY-SEVENTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the fifteenth day of October, 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 30 West Broadway, 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-seventh 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-seventh 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	Thirty-sixth	March 1, 1981;

and

WHEREAS the First through Thirty-sixth 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-seventh 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-seventh 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—3⅜%	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—4⅛%	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—3⅜%	11/1/1974	11,434,000	0
16. Sixteenth—3⅜%	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	0
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
41. Forty-first—15⅝%	1991	75,000,000	75,000,000

* 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-seventh Supplemental Indenture, and the terms of the bonds of the Forty-

second 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-sixth 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 whersoever 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-seventh 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-second Series of Bonds.

SECTION 1. There shall be a series of bonds designated "18% Series due October 15, 1991" (herein sometimes referred to as the "Forty-second 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-second Series shall mature on October 15, 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 eighteen per centum (18%) per annum, payable semi-annually on October 15 and April 15 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-second 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 18% Series due October 15, 1991 (hereinafter called the "Forty-second Series") is registered at the close of business on any record date for the Forty-second 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-second 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-second 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-second Series are registered on the day immediately preceding the date of payment of such defaulted interest. Any bond of the Forty-second Series issued upon any transfer or exchange subsequent to the record date for the Forty-second 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 Forty-second Series' as used with respect to any interest payment date shall mean the last 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-second Series and to provide for exchangeability of such coupon bonds with the bonds of the Forty-second Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(I) Bonds of the Forty-second 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 fourteenth day of October,

1982	116.20%	1986	108.10%	1989	102.03%
1983	114.18	1987	106.08	1990	100.00
1984	112.15	1988	104.05	1991	100.00
1985	110.13				

in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Forty-second Series shall be redeemed prior to October 15, 1986, at a General Redemption Price, if such redemption is for (1) the purpose, or in anticipation, of refunding such bond of the Forty-second 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 18.58% 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 62 or Section 64 of the Mortgage. Such restrictions are not applicable to any redemption at a Special Redemption Price.

(II) Bonds of the Forty-second 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 other than proceeds deposited pursuant to Section 62 of the Mortgage, 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-second 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-second 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-second 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 52 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-second Series.

After the execution and delivery of this Thirty-seventh 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-second Series for the aggregate principal amount of One Hundred Million Dollars ($100,000,000).

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 "Forty-first or Forty-second" for "or Forty-first" and by substituting "Forty-first and Forty-second" for "and Forty-first" 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-second Series," before the words "Forty-first 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-second Series," before the words "Forty-first 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-second," before "Forty-first".

Clause (e) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Forty-second," before "Forty-first".

Section 29 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Forty-second," before "Forty-first" 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-second 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-seventh Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Thirty-seventh 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-seventh 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-seventh 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-seventh Supplemental Indenture.

SECTION 6. Whenever in this Thirty-seventh 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-seventh 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-seventh 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-seventh Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-seventh 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-seventh 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 December 31, 1980, in the States of OREGON, MONTANA, and WASHINGTON, owned as of September 1, 1981 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:

A—HYDROELECTRIC GENERATING PLANTS

A-3—Naches Hydroelectric Generating Plants

The following described lands used in connection with the two hydroelectric generating plants, known as the Naches Plant and the Naches Drop Plant:

Lands in YAKIMA County, State of WASHINGTON:

A-3 Item 11: A tract of land in the south half of the southwest quarter of Section 13, Township 14 North, Range 17 East, Willamette Meridian, described as being:

Bounded on the west by the east line of the lands owned by Pacific Power & Light Company, which said west boundary line of the tract herein described is more particularly described in Deed under which title is claimed as a line beginning at a point 140 feet west of the southwest corner of the southeast quarter of the southwest quarter of said Section 13; thence north 0° 28′ west, 441 feet; thence north 26° east, 842 feet; thence north 38° east, 326 feet, more or less to the 1/16 line;

And bounded on the southeast by the northwesterly right of way line of that certain strip of land 60 feet wide, the center of which runs as follows:

Beginning at a point on the Selah Valley Canal that bears south 26° east, 500 feet distant from the center of said Section 13; thence following the center of gulch south 33° west, 500 feet; thence south 52° west, 236 feet; thence south 37° west, 560 feet; thence south 66° west, 220 feet; thence south 52° west, 450 feet; thence south 29° west, 256 feet; thence south 40° west, 300 feet; thence south 70° west, 120 feet to the left bank of Naches River, said strip of land being 30 feet wide on each side of said centerline;

And bounded on the northeast by the southwesterly right of way line of a certain strip of land 75 feet wide, being 37.5 feet on each side of a centerline thereof described as follows:

Beginning at a point which bears north 29° east 48 feet distant from the center of the southwest quarter of said Section 13, and running thence south 30° east 450 feet to a gulch used as a wasteway for the Selah Valley Canal, as described in Volume 43 of Deeds, Page 90, records of said County;

And bounded on the southwest by the northerly right of way line of the Old Naches Highway.

C—Electric Substations and Switching Stations

All of the following described real property in the States of Oregon and Montana used by the Company in connection with the operation and maintenance of the electric substations and switching stations hereinafter designated respectively:

C-393—China Hat Substation

In Deschutes County, State of Oregon

C-393 Item: A tract of land in Section 19, Township 18 South, Range 12 East, Willamette Meridian, described as follows:

Lots 94, 95, 96, 97 and 98 of River Bend Estates, according to the official plat thereof recorded November 9, 1961, records of Deschutes County; Excepting that portion conveyed to the State of Oregon by deed recorded in Book 150, Page 350, Deed Records.

C-394—Green Substation

In DOUGLAS County, State of OREGON:

C-394 Item: A tract of land in the northeast quarter of Section 11, Township 28 South, Range 6 West, Willamette Meridian, described as follows:

A portion of Lots 5 and 8 of Watts Acres described as follows:

Beginning at a 5/8 inch iron rod on the easterly right of way line of the Southern Pacific Railroad from which the 2 inch iron pipe initial point of Watts Acres bears north 875.15 feet and east 1268.62 feet; thence leaving said right of way, south 73° 00′ 20″ east 200.00 feet to a 5/8 inch iron rod; thence north 16° 59′ 40″ east 228.95 feet to a 5/8 inch iron rod in the southerly line of that property described in Instrument No. 73-7568, Records of Douglas County, Oregon; thence along said southerly line, north 83° 04′ 43″ west 137.47 feet to a 5/8 inch iron rod and north 55° 44′ 35″ west 67.70 feet to a 5/8 inch iron rod on the easterly right of way line of said Southern Pacific Railroad; thence south 16° 59′ 40″ west 225.00 feet along said right of way line to the point of beginning.

C-395—Winchester Substation

In DOUGLAS County, State of OREGON:

C-395 Item: A tract of land in Section 25, Township 26 South, Range 6 West, Willamette Meridian, described as follows:

Lot 1, Amended Plat of Rio Vista.

C-396—Burns Reactor Station

In HARNEY County, State of OREGON:

C-396 Item: A parcel of land located in the southwest quarter of the northeast quarter of Section 18, Township 22 South, Range 31 East, Willamette Meridian, described as follows:

Beginning at the northwest corner of the southwest quarter of the northeast quarter of said Section 18; thence north 89° 17′ 05″ east along the north boundary of said southwest quarter of the northeast

quarter, 933.40 feet; thence south 01° 08′ 20″ west, 933.40 feet; thence south 89° 17′ 05″ west, 933.40 feet to the west boundary of said southwest quarter of the northeast quarter; thence north 01° 08′ 20″ east along the said west boundary, 933.40 feet to the point of beginning.

C-397—Jacksonville Substation

In JACKSON County, State of OREGON:

C-397 Item: A tract of land in Section 28, Township 37 South, Range 2 West, Willamette Meridian, described as follows:

Commencing at the southwest corner of Donation Land Claim No. 67; thence north 0° 02′ east 1486.00 feet to the true point of beginning; thence continuing north 0° 02′ east 189.0 feet; thence north 39° 04′ east 100.0 feet; thence north 89° 51′ 04″ east 162.0 feet; thence south 0° 02″ west to a point north 89° 51′ 04″ east from the true point of beginning; thence south 89° 51′ 04″ west to the true point of beginning.

C-398 —Boyer Switching Station

In POLK County, State of OREGON:

C-398 Item: A tract of land in the southwest quarter of Section 6, Township 6 South, Range 8 West, Willamette Meridian, described as follows:

Beginning at a point which is north 89° 25′ 28″ west, 1130.59 feet, and north 2° 29′ 43″ east, 378.33 feet from the south quarter corner of said Section 6, a Polk County Brass Cap found, and running north 2° 29′ 43″ east, 300.00 feet; thence south 87° 30′ 17″ east, 340.00 feet; thence south 2° 29′ 43″ west, 300.00 feet; thence north 87° 30′ 17″ west, 340.00 feet to the point of beginning.

C-399—McKay Substation

In UMATILLA County, State of OREGON:

C-399 Item: A tract of land in the southeast quarter of Section 21, Township 2 North, Range 32 East, Willamette Meridian, described as follows:

Commencing at the north quarter corner of said Section 21, thence south 11° 19′ 13″ east 4355.62 feet to the true point of beginning, said point of beginning being located on the westerly right of way line of U.S. Highway No. 395 and being monumented by a 5/8 inch diameter by 30 inch long iron pin, and said point of beginning also being located south 26° 00′ 28″ east 1801.74 feet from the brass capped iron pipe monumenting the center quarter corner of said Section 21; thence south 18° 46′ 45″ east, along the westerly right of way line of U.S. Highway No. 395, 225.00 feet to a 5/8 inch diameter by 30 inch long iron pin; thence south 71° 13′ 15″ west 225.00 feet to a 5/8 inch diameter by 30 inch long iron pin; thence north 18° 46′ 45″ west, parallel to the westerly right of way line of U.S. Highway No. 395, 225.00 feet to a 5/8 inch diameter by 30 inch long iron pin; thence north 71° 13′ 15″ east 225.00 feet to the point of beginning.

D—Electric Transmission Lines

All the following described electric transmission lines of the Company in the State of Oregon, 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-367 Line: From Devil's Lake Substation (formerly Delake Substation) (C-198) to Boyer Switching Station (C-398) in Lincoln County, State of Oregon, including the following tracts of land used for right of way:

D-367 Item 1: A tract of land in Lincoln County, State of Oregon, located in the southeast quarter of Section 35 and the southwest quarter of Section 36, Township 6 South, Range 10 West, Willamette Meridian, described as follows:

Beginning at a point that is north 1,292.33 feet and east 6.16 feet from the south section corner common to Sections 35 and 36 of said township and range; thence south 41° 53′ 30″ east, 291.23 feet to a point on the north line of that tract described in deed to Bruce E. Modzelewski, recorded November 7, 1978 in Volume 94, page 689, Film Records; thence south 70° 05′ 20″ west, 128.30 feet; thence north 26° 09′ 20″ west, 300 feet more or less; thence east 53.73 feet more or less to the point of beginning.

D-367 Item 2: A tract of land in LINCOLN County, State of OREGON, located in the southeast quarter of Section 35 and the southwest quarter of Section 36, Township 6 South, Range 10 West, Willamette Meridian, described as follows:

Beginning at a point that is north 1,292.33 feet and east 6.16 feet from the south section corner common to Sections 35 and 36 of said township and range; thence south 41° 53′ 30″ east, 291.23 feet to a point on the north line of that tract described in deed to Bruce E. Modzelewski, recorded November 7, 1978 in Volume 94, page 689, Film Records; thence easterly along said tract north 83° 24′ east, 201.33 feet; thence north 218.66 feet, more or less, to the north line of the south half of the southwest quarter of said Section 36; thence west along said line and its westerly extension, 711.86 feet, more or less, to the easterly right of way line of Slick Rock Road; thence south 37° 10′ 36″ east, 31.38 feet along said right of way to a point that is west from the point of beginning; thence east, 298.44 feet, more or less, parallel and 25 feet south of the north line of the south half of the southwest quarter of said Section 36 and the north line of the south half of the southeast quarter of the southeast quarter of said Section 35 to the true point of beginning.

G—WATER SYSTEMS

G-3—Libby Water System

Land used in connection with the water supply and water distribution system of the Company in and about the City of Libby, LINCOLN County, State of MONTANA, described as follows

G-3 Item 10: A tract of land in Section 10, Township 30 North, Range 31 West, Montana Principal Meridian, described as follows:

A 25 foot wide strip of land located in the southeast quarter of the southwest quarter of the southwest quarter of said Section 10, being 10 feet on the right (or easterly) side and 15 feet on the left (or westerly) side of the following described centerline:

Beginning at a found pin on the southerly boundary of Section 10, Township 30 North, Range 31 West M.P.M. tagged W & R 4232-S, which bears north 89° 52′ 52″ east 872.91 feet from the southwest

corner of said Section 10; thence along the reported location of the P.P.&L. water line; north 15° 26′ 51″ west 680.59 feet to a point on the southerly boundary of Cabinet View Subdivision, First Addition, a recorded subdivision in Lincoln County. The aforementioned side lines are to be lengthened or shortened to intersect the south boundary of Section 10 on the south and the south boundary of Cabinet View Subdivision on the north.

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.

[SEAL]

PACIFIC POWER & LIGHT COMPANY,

By _____
Vice President

Attest: _____
Assistant Secretary

[SEAL]

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

By _____
Trust Officer

Attest: _____
Assistant Secretary

_____
R. E. SPARROW (L.S.)

625

627

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

On this 28th day of October 1981, before me, HARRY A. GENZALE, 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.

[SEAL]

HARRY A. GENZALE JR.
Notary Public, State of New York
No. 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 28th day of October, 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 28th day of October, 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

629 Rec'd Bk 11 Pg 620

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

L David Gallatin and Carol Sue Gallatin, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eight thousand seven hundred seventy seven and 21/100 Dollars, due 11/20/91 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; 120 monthly payments @ 158.44

do hereby mortgage to

mortgagee, whose address is State Bank of Big Piney 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 7, Unit 1, Orcutt Hill Subdivision, Sublette County Wyoming.

187650

RECORDED November 30 1981 8:00 AM
IN BOOK 34 Mtg PAGE 629
FEES $6.00 Lucy 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 Fifty 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 rights under and by virtue of the homestead laws of said state.

Dated this 12th day of November A. D. 1981

In the presence of

L David Gallatin

Carol Sue Gallatin

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by L. David Gallatin, Carol S. Gallatin,

this 12th day of November, 19 81.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: September 1, 1985

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, $

631 Misc Bk 11 Pg & 330

MORTGAGE DEED—FORM NO. 4½ THE HILLS COMPANY, SHERIDAN 141308

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD R. ZEIGLER dba Western Pioneer Homes

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Nine Thousand and No/100 - -($9,000.00) - - - - - Dollars, due on or before 1/31/82 with no interest at the rate of 0 per cent per annum, 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, WY 83113

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

Lot Six (6) Block Five (5) Ball Second 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.

187632

RECORDED November 30 1981 3:10 PM
IN BOOK 34 Mtg PAGE 631
FEES $6.00 Lois J 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 insurable amount 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 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 30th day of November A. D. 19 81

In the presence of

Carol E. Olson

Richard R. Zeigler dba
Western Pioneer Homes

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by RICHARD R. ZEIGLER dba Western Pioneer Homes,

this 30TH day of November, 1981.

Witness my hand and official seal.

Carol E. Olson
Signature
Notary Public
Title of Officer

My Commission Expires: Oct. 13, 1985

Carol E. Olson
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Oct. 13, 1985

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, $

633 Misc Bk 11 pg 328

MORTGAGE DEED—FORM NO. 4½ THE HILLS COMPANY, CHEYENNE 14150Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD R. ZEIGLER dba Western Pioneer Homes

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Nine Thousand and No/100 - - -($9,000.00) - - - - - Dollars, due on or before 1/31/82 with no interest from at the rate of 0 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,

mortgagees 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 Five (5) Ball Second 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.

137683

RECORDED November 30 1981 3:00 PM
IN BOOK 34 Misc PAGE 633
FEES 6.00 Carol J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElhose

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 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 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 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 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 reasonable Dollars, as attorney's fees.

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

Dated this 30th day of November A. D. 19 81

In the presence of

Carol E. Olson

Richard R. Zeigler dba
Western Pioneer Homes

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard R. Zeigler dba Western Pioneer Homes,

this 30th day of November, 1981.

Witness my hand and official seal.

Carol E. Olson
Signature
Notary Public
Title of Officer

My Commission Expires: Oct. 13, 1985

Carol E. Olson
County of
Sublette
My Commission Expires Oct. 13, 1985
Notary Public
State of
Wyoming

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGA[redacted]D—FORM NO. 4½ [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD R. ZEIGLER dba Western Pioneer Homes

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Nine Thousand and No/100 - - -($9,000.00) - - - - Dollars, due on or before 1/31/82 with no interest ~~from~~ at the rate of 0 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 Five (5) Block Five (5) Ball Second 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.

187684

RECORDED November 30 1981 3:00 P M
IN BOOK 34 Mtg PAGE 635
FEES $6.00 Lois J Yake 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 insurable amount 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 30th day of November A. D. 1981

In the presence of

Carol E Olson

Richard R. Zeigler dba
Western Pioneer Homes

Misc Bk 11 pg 327

SE9

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard R. Zeigler dba Western Pioneer Homes, ,

this 30th day of November, 19 81.

Witness my hand and official seal.

Carol E. Olson
Signature
Notary Public
Title of Officer

My Commission Expires: Oct. 13, 1985

Carol E. Olson Notary Public
County of State of
Sublette Wyoming
My Commission Expires Oct. 13, 1985

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, $

637 Released Bk. 14 Rel. Pg. 88

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That F. J. MOLLRING and CHRISTINE MOLLRING, husband and wife, mortgagors, of Jackson, Teton County, State of Wyoming, to secure the payment of TWO HUNDRED FIFTEEN THOUSAND DOLLARS ($215,000), due November 15, 1987, with interest from the 15th day of November, 1981, at the rate of TEN PER CENT (10%) PER ANNUM, evidenced by one promissory note, of even date herewith, DO HEREBY MORTGAGE to ELTON COOLEY, mortgagee, whose address is Pinedale, Wyoming 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land located in the NW/4 of Section 10, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

All of the NW/4 of said Section 10 with the following exception:

1- Beginning at the section corner common to Sections 3, 4, 9 and 10; thence N.00°13'E., along the section line, a distance of 391.0 feet;

Thence S.74°30'E., 1375.0 feet;

Thence South, 654.7 feet;

Thence S.89°37'W., 1330.94 feet to the west line of Section 10;

Thence N.00°04'E., along the section line a distance of 640.06 feet to the point of beginning;

Said tract contains approximately 140.6 acres;

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 easements and rights of way of record or in actual use for telephone lines, electric transmission lines, irrigation ditches and canals, and roads and ways, AND SUBJECT FURTHER TO all outstanding mineral interests,

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep

187696

RECORDED Dec. 2 1981 11:22 AM
IN BOOK 39 Mtg PAGE 637
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

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 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, and 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, PROVIDED, NEVERTHELESS, THAT in event of foreclosure and sale as aforesaid the above described lands and real estate only, and not the mortgagors, shall in any event be liable for the payment of the within mortgage and the mortgagors shall not be liable for any deficiency in case of foreclosure sale hereunder and no deficiency judgment shall be taken against the mortgagors in event of any foreclosure sale under this mortgage;

Mortgagor shall release the above lands from this mortgage in tracts of TEN (10) ACRES upon payment of NINETEEN HUNDRED DOLLARS

($1,900) PER ACRE, said releases shall proceed inward from the outside perimeter of the above lands;

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

DATED this 15th day of November, 1981.

F. J. MOLLRING

CHRISTINE MOLLRING

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by F. J. MOLLRING and CHRISTINE MOLLRING, husband and wife, this 20 day of November, 1981.

Witness my hand and official seal.

MARY KAY JOHNSON
NOTARY PUBLIC
County of Teton State of Wyoming
My commission expires Mar. 29, 1982

My commission expires:

Mary Kay Johnson
Notary Public

639

Pfl. Rlse, Book 12 - Page 784
9-26-85

640 Released BK. 14 Rel. @ Pg. 84

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That F. J. MOLLRING and CHRISTINE MOLLRING, husband and wife, mortgagors, of Jackson, Teton County, State of Wyoming, to secure the payment of TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS ($265,000), due November 15, 1987, with interest from the 15th day of November, 1981, at the rate of TEN PER CENT (10%) PER ANNUM, evidenced by one promissory note, of even date herewith, DO HEREB MORTGAGE to ELTON COOLEY, 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:

Two tracts of land located in Lots 3 and 4, S/2 NW/4, N/2 SW/4, SW/4 NE/4, NW/4 SE/4, Section 3, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

A tract of land bounded on the west by the Cooley Sixth Subdivision and the Finlaysen Addition to the Town of Pinedale and Lunbeck-Schwab Addition to Town of Pinedale, thence easterly along the south boundary of the Cooley Seventh Addition; thence northerly along the east boundary of the Cooley Seventh Addition and the Cooley First Addition; hence bounded on the north by a tract of land as described in 35 Misc 103; thence bounded on the east by U. S. Highway 187 and the north-south mid-section line, and bounded on the south by a tract of land owned by Robert A. Harrower as recorded 2 D 108, and by Clark's Acres, and

A tract which begins at a point on the mid-section line, 2413.9 feet north of the south quarter corner of said Section 3,

Thence from said point of beginning North, 321.6 feet along the mid-section line;

Thence East, 77.0 feet to a point on the center-line of U. S. Highway 187;

Thence S10°47'E along the center-line of U. S. Highway 187, 323.61 feet;

Thence West, 137.45 feet to the point of beginning,

Containing 0.79 acres, more or less;

Said tracts contain approximately 101.35 acres;

197697

RECORDED December 23 1981 11:15 AM
IN BOOK 34 Misc
PAGE 640
FEES $10.00 Long Yr.
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

BUT EXCEPTING FROM THE FOREGOING TWO TRACTS a tract of land described as follows:

Beginning at a point which is North along the North-South mid-section line, a distance of 1481.9 feet from the south quarter corner of said Section 3;

Thence from point of beginning S87°09'00"W along the north boundary of Harrower property (12 D 108), a distance of 805.8 feet to the center-line of a 60-foot wide easement described in 12 D 108;

Thence N34°56'00"W along said easement center-line a distance of 720.0 feet;

Thence N51°09'00"E, a distance of 130.0 feet;

Thence N34°56'00"W to a point of intersection with the East-West mid-section line;

Thence easterly along said East-West mid-section line to the center quarter;

Thence continuing easterly to a point of intersection with the center-line of U. S. 187;

Thence S10°47'00"E along said center-line of U. S. 187 to a point on the north boundary of Vitt Gas Station property;

Thence West, a distance of 137.45 feet to a point on the North-South mid-section line;

Thence South along said North-South mid-section line to the point of beginning;

Said tract contains approximately 32.29 acres;

Total acreage - approximately 69.06 acres.

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 easements and rights of way of record or in actual use for telephone lines, electric transmission lines, irrigation ditches and canals, and roads and ways, AND SUBJECT FURTHER TO all outstanding mineral interests,

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises

and to keep the buildings thereon insured in a sum NOT LESS THAN - NONE - DOLLARS ($ - 0 -) 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, and his legal representatives or assigns may proceed, pursuant to law, to foreclosure 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, PROVIDED, NEVERTHELESS, THAT in event of foreclosure and sale as aforesaid the above described lands and real estate only, and not the mortgagors, shall in any event be liable for the payment of the within mortgage and the mortgagors shall not be liable for any deficiency in case of foreclosure sale hereunder and no deficiency judgment shall be taken against the mortgagors in event of any foreclosure sale under this mortgage;

Mortgagor shall release the above lands from this mortgage in tracts of FIVE (5) ACRES upon payment of EIGHT THOUSAND DOLLARS

($8,000) PER ACRE, said releases shall proceed inward from the outside perimeter of the above lands;

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

DATED this 15th day of November, 1981.

F. J. MOLLRING

CHRISTINE MOLLRING

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by F. J. MOLLRING and CHRISTINE MOLLRING, husband and wife, this 20 day of November, 1981.

Witness my hand and official seal.

MARY KAY JOHNSON
NOTARY PUBLIC
County of Teton State of Wyoming
My commission expires Mar. 29, 1982

Notary Public

643

Drill Rise Bk 12 pg 148
Drill Rise Book 12 Page 528
Full Release " 14 " 352

644

RECORDED December 2 1981 11:52 M
IN BOOK 34 Misc PAGE 644
FEES $12.00 Lowry Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

187698

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That F. J. MOLLRING and CHRISTINE MOLLRING, husband and wife, mortgagors, of Jackson, Teton County, State of Wyoming, to secure the payment of SIX HUNDRED SEVENTY THOUSAND DOLLARS ($670,000), due November 15, 1987, with interest from the 15th day of November, 1981, at the rate of TEN PER CENT (10%) PER ANNUM, evidenced by one promissory note, of even date herewith, DO HEREBY MORTGAGE to ELTON COOLEY, mortgagee, whose address is Pinedale, Wyoming 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land located in the SE/4, the NE/4 SW/4, the SE/4 NW/4 and the SW/4 NE/4 of Section 33, 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 south section line of said Section 33, said point also being the southwest corner of the Molyneux Addition to the Town of Pinedale;

Thence from said point of beginning S.89°17'13"W., along said south section line and centerline of U. S. Highway 187, a distance of 519.68 feet, more or less, to a point in the center of the Pine Creek bridge;

Thence N.26°[illegible]'48"W. along the center thread of Pine Creek, a distance of 132.44 feet;

Thence N.20°[illegible]'33"E. along the center thread of Pine Creek, a distance of 287.73 feet;

Thence N.23°[illegible]'38"W. along the center thread of Pine Creek, a distance of 186.91 feet;

Thence N.08°29'13"W. along the center thread of Pine Creek, a distance of 83.98 feet;

Thence N.15°2[illegible]'20"E. along the center thread of Pine Creek, a distance of 202.86 feet;

Thence N.00°[illegible]'10"W. along the center thread of Pine Creek, a distance of 226.79 feet;

Thence S.89°[illegible]'22"W. along the south boundary of the NW/4 SE/4 of said Section 33, a distance of 690.82 feet;

Thence N.01°[illegible]'37"W., a distance of 23.[illegible] feet to the northeast corner of the K & M Addition to the Town of Pinedale;

Thence S.89°[illegible]55"W. along the north boundary of said K & M Addition, a distance of 230.04 feet;

Thence N.01°01'33"W., a distance of 1474.97 feet;

Thence N.89°40'57"E., a distance of 230.47 feet;

Thence S.00°51'57"E., a distance of 164.99 feet to the center quarter corner of said Section 33;

Thence N.89°43'39"E. along the east-west mid-section line, a distance of 567.72 feet;

Thence N.09°58'31"E. along the center thread of Pine Creek, a distance of 167.35 feet;

Thence N.89°39'53"E., a distance of 65.00 feet;

Thence S.00°41'59"E. along the west boundary of Pine Creek Subdivision, a distance of 164.65 feet;

Thence N.89°45'35"E. along the east-west mid-section line a distance of 1293.60 feet, more or less, to the northwest corner of the Hines Addition to the Town of Pinedale;

Thence south along the west boundary of said Hines Addition, a recorded distance of 185.56 feet;

Thence south along the west boundary of Cooley Eighth Addition to Town of Pinedale, a recorded distance of 1210.00 feet;

Thence west along the north boundary of Hennick Second Addition to Town of Pinedale, a recorded distance of 295.00 feet;

Thence S.00°46'11"E. along the west boundary of said Hennick Second Addition, a distance of 744.50 feet (record of south, 742.64 feet);

Thence S.89°26'48"W. (record of west), a distance of 115.00 feet, along the north boundary of the Cottage Addition to Town of Pinedale;

Thence S.00°16'36"E. (record of south) along the west boundary of said Cottage Addition, a distance of 225.00 feet;

Thence S.89°26'55"W., a distance of 193.36 feet (record west, 194.0 feet) along the north boundary of the Molyneux Addition to the Town of Pinedale;

Thence S.00°01'01"W., a distance of 303.06 feet (record of south, 300.00 feet) along the west boundary of said Molyneux Addition to the point of beginning;

Said tract contains 94.56 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 right situate thereon or appurtenant thereto;

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BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone lines, electric transmission lines, irrigation ditches and canals, and roads and ways, AND SUBJECT FURTHER TO all outstanding mineral interests,

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) 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;

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 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, PROVIDED, NEVERTHELESS, THAT in event of foreclosure and sale aforesaid the above described land and real estate only, and the mortgagors, shall in any event be liable for the payment of the within mortgage and the mortgagors shall not be

liable for any deficiency in case of foreclosure sale hereunder and no deficiency judgment shall be taken against the mortgagors in event of any foreclosure sale under this mortgage;

Mortgagee expressly consents and agrees to release the following described parcels from this mortgage AT ANYTIME HEREAFTER UPON PAYMENT of the following sums, to-wit:

1- all lands lying and being south of a line extended westerly from the northwest corner of the Cottage Addition to the Town of Pinedale, Wyoming, herein referred to as "Parcel 1", upon payment of SEVENTY-SIX THOUSAND FIVE HUNDRED DOLLARS ($76,500);

2- all remaining lands situate within the limits of the Town of Pinedale, Wyoming, herein identified as "Parcel 2", upon payment of THREE HUNDRED TWENTY-THREE THOUSAND DOLLARS ($323,000);

3- all remaining lands lying and being situate easterly of the center thread of Pine Creek, herein identified as "Parcel 3", upon payment of TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS ($245,000);

4- all remaining lands, the same lying and being situate westerly of the center thread of Pine Creek, herein identified as "Parcel 4", upon payment of ONE HUNDRED TWENTY-FOUR THOUSAND DOLLARS ($124,000);

and mortgagors shall have credit for all sums so paid upon their indebtedness hereby secured, said payments being first credited to accrued interest and the balan e to the principal debt, and at such

time as the indebtedness hereby secured, including all interest, has been fully paid and satisfied this mortgage shall be immediately released, satisfied and discharged and all instruments and documents necessary to effect such release, satisfaction and discharge shall be immediately executed and delivered unto the mortgagors;

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

DATED this 15th day of November, 1981.

F. J. MOLLRING

CHRISTINE MOLLRING

STATE OF Wyoming)
) ss
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by F. J. MOLLRING and CHRISTINE MOLLRING, husband and wife, this 20 day of November, 1981.

Witness my hand and official seal.

MARY KAY JOHNSON
NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Mar 25 1985

My commission expires:

Notary Public

Title Guaranty Company of Wyoming, Inc.
Form 4½C

[redacted] [redacted] [redacted]

MORTGAGE DEED 187769

This Instrument Filed for Record on the
2nd day of December 1981 at 2:30 o'clock P M.
and Recorded in Book 34 of Mtg
Page 649
NO.
Lois J York
County Clerk
by Dorothy McClure

ELLSWORTH HAWKINS LIVESTOCK, INC., a Georgia Corporation

mortgagor, of Sumter County, State of Georgia, to secure the payment of
$ 639,410.21 Dollars, due in annual installments
with interest thereon at the rate of 9 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable in annual installments of $ 70,045.13 commencing on November 23, 1982, and on the 23rd day of each November thereafter, until the principal and interest are fully paid
in accordance with the provisions of that certain promissory note, dated November 23, 1981, hereby mortgage and warrant to mortgagee,
TANNER INVESTMENT COMPANY, a Utah Limited Partnership
of Davis County, State of Utah the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

See attached Exhibit "A"

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 $ 639,410.21 ($) 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 my hand this 23rd day of November, 1981.

ELLSWORTH HAWKINS LIVESTOCK, INC.

By: Its: PRESIDENT

Attest: John W. Hawkins

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

The foregoing instrument was acknowledged before me by David H. Hawkins, President of the Ellsworth Hawkins Livestock, Inc. who did say that he signed the same on behalf of the corporation by authority of a resolution of its Board of Directors this 23rd day of November, 1981.

Witness my hand and official seal.

Brian J. Nelson, Notary Public
Title of Officer

My Commission expires: 8-5-85

Released BK 14 Rel. @ Pg 215

649

EXHIBIT "A"

Township 30 North, Range 106 West of the 6th P.M., Sublette County, Wyoming

Section 4 : Lots 2, 3, 4, SW1/4NE1/4, S1/2NW1/4;

Township 31 North, Range 105 West of the 6th P.M., Sublette County, Wyoming

Section 19 : Lot 4, SE1/4SW1/4;
Section 30 : Lots 1, 2, 3, 4, NE1/4NW1/4, SE1/4SW1/4:
Section 31: NE1/4NW1/4 EXCEPTING THEREFROM the following described tract of land:

Beginning at the Northwest corner of the N1/2NE1/4 of said Section 31; thence proceeding along the northerly line of said Section 31 a distance of 140.00 feet; thence, Southerly along a line parallel to and 140.00 feet distant Westerly from the west line of the N1/2NE1/4 of said Section 31, a distance of 1320.00 feet, more or less, to the southerly line of the NE1/4NW1/4 of said Section 31; thence, proceeding easterly along the southerly line of the NE1/4NW1/4 of said Section 31 a distance of 140.00 feet more or less, to the southwest corner of the N1/2NE1/4 of said Section 31; thence proceeding northerly along the westerly line of the N1/2NE1/4 of said Section 31, a distance of 1320.00 feet, more or less to the Point of Beginning.

Section 32 : N1/2SW1/4, SE1/4;
Section 33 : SW1/4, W1/2SE1/4;

Township 31 North, Range 106 West of the 6th P.M., Sublette County, Wyoming

Section 22 : N1/2SE1/4, SW1/4SE1/4;
Section 23 : N1/2SW1/4, SE1/4SW1/4;
Section 25 : SW1/4NE1/4, E1/2NE1/4, N1/2NW1/4, NW1/4SE1/4;
Section 26 : W1/2NE1/4, SE1/4NE1/4, NE1/4NW1/4, NE1/4SE1/4;
Section 27 : NW1/4NE1/4.

Title Guaranty Company of Wyoming, Inc.
Form 4½C

[redacted] [redacted] [redacted]

4.00

23710

MORTGAGE DEED

This instrument Filed for Record on the
2nd day of Dec 1981 at 2:10 o'clock P M.
and Recorded in Book 34 of Mtg
Page 651 Lucy Yake
NO. County Clerk.
$4.00 by Dorothy McElvain

ELLSWORTH HAWKINS LIVESTOCK, INC., a Georgia Corporation

mortgagor, of Sumter County, State of Georgia, to secure the payment of
54,756.34 Dollars, due in annual installments
with interest thereon at the rate of 9 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable in annual installments of $6,546.10 commencing on November 23, 1982, and on the 23rd day of each November thereafter, until the principal and interest are fully paid
in accordance with the provisions of that certain promissory note, dated November 23, 1981, hereby mortgage and warrant to mortgagee, NOALL Z. TANNER and LELENE A. TANNER, as joint tenants with full rights of survivorship
of Davis County, State of Utah the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 30 North, Range 106 West of the 6th P.M., Sublette County, Wyoming
Section 4 : SW1/4;
Township 31 North, Range 105 West of the 6th P.M., Sublette County, Wyoming
Section 31 : Lot 1;

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 $ 54,756.34 ($) 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 my hand this 23rd day of November, 1981.

ELLSWORTH HAWKINS LIVESTOCK, INC.

By: David H. Hawkins
Its: PRESIDENT

Attest/Seal
John W. Hawkins

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

The foregoing instrument was acknowledged before me by David H. Hawkins, President of the Ellsworth Hawkins Livestock, Inc. who did say that he signed the same on behalf of the corporation by authority of a resolution of its Board of Directors this 23rd day of November, 1981.

Witness my hand and official seal.

Bruce J. Nelson, Notary Public
Title of Officer

My Commission expires: 8-5-85

657 Released BK 14 Rel. @ Pg. 261

652 Mtg Bk 34 Pg 313

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JACK W. CASSLE, a married man

mortgagor, of Sublette County, State of Wyoming, to secure the payment of --Seventy Thousand and no/100---------- Dollars, due 3/2782 with interest from date at the rate of 18 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:

Lot 3, Block 1, Cooley Tenth Addition to the Town of Pinedale, Sublette County, Wyoming.

187745

RECORDED December 3 1981 2:00 P M
IN BOOK 34 Mtg PAGE 652
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $70,000.00 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 December A. D. 1981.

In the presence of

Jack W. Cassle

Jack W. Cassle

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Jack W. Cassle

this 2nd day of December, 19 81.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: September 1, 1985

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, $

654 Misc Bk 11 Pg 315

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

PHILLIP F. STANFIELD, a married man

mortgagor, of Sublette County, State of Wyoming, to secure the payment of ---Seventy Thousand and no/100---------- Dollars, due 3/2/82 with interest from date at the rate of 18 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:

Lot 2, Block 1, Cooley Tenth Addition to the Town of Pinedale, Sublette County, Wyoming.

18774

RECORDED December 3 1981 2:00 PM
IN BOOK 34 Misc PAGE 654
FEE $6.00 Lana J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Donalee McClure

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 $70,000.00 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 a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in 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 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 December A. D. 1981

In the presence of

Phillip F Stanfield

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Phillip F. Stanfield

this 2nd day of December, 19 85.

Witness my hand and official seal.

Notary Public
Title of Officer

My Commission Expires: September 1, 1985

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, $

455

+ Rec'd Bk 11 pg 316

MORTGAGE DEED—FORM NO. 4½ 656 THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT A. STEEL, a married man

mortgagor, of Sublette County, State of Wyoming, to secure the payment of ---Seventy Thousand and no/100--- Dollars, due 3/2/82 with interest from date at the rate of 18 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 1, Block 1, Cooley Tenth Addition to the Town of Pinedale, Sublette County, Wyoming.

187717

RECORDED December 3 1981 2:00 P M
IN BOOK 34 Misc PAGE 656
FEE $6.00 Karl J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 $70,000.00 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 December A. D. 1981

In the presence of

Robert A. Steel

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert A. Steel

this 2nd day of December, 1981.

Witness my hand and official seal.

Notary Public
Signature
Title of Officer

My Commission Expires: September 1, 1985

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, $...

658 Misc Bk 12 pg 330

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 14130Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LEWIS F. BENEDICT and BARBARA J. BENEDICT, husband and wife,

mortgagor S, of Sweetwater County, State of Wyoming, to secure the payment of FORTY-TWO THOUSAND AND NO/100 - -($42,000.00) - - Dollars, due 12/10/86 with interest from 21/1/81 at the rate of eighteen (18%) per cent per annum, payable monthly evidenced by one promissory note, of even date herewith, payable in 60 monthly payments of $1,066.53, first payment due 1/10/82

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

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

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

Tracts Six (6), Seven (7), Eight (8) and Nine (9) of the Tyler Subdivision as the same appear of record on the map or plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming; Together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easemenrts and rights of way of record or in use.

187766

RECORDED December 1 19 81 1:45 PM
IN BOOK 34 Misc page PAGE 658
FEES $ 6.00 Paid
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 or legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and 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 right under and by virtue of the homestead laws of said state.

Dated this 1st day of December A. D. 19 81

In the presence of

Lewis F. Benedict

Barbara J. Benedict

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Lewis F. Benedict and Barbara J. Benedict, this 1st day of December, 1981.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: Jan 5, 1983

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

659

660 Misc Rec Bk 111 Pg 693

MORTGAGE DEED—FORM NO. 4-A

THE MILLS COMPANY, SHERIDAN 142484

MORTGAGE

THIS MORTGAGE, made this _____ **day of** _____, 19 81, **between**

John Joseph Majhanovich and Bernadette Majhanovich, husband and wife

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

---------- Twelve Thousand and No/100 ----------

($ 12,000.00 **) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in** Sublette **County, Wyoming:**

Lot Three (3), Block Two (2), 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.

187772

RECORDED December 4 1981 3:45 P M
IN BOOK 34 Misc PAGE 660
FEES $8.00 Lorna York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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 ---------- Twelve Thousand and No/100 ----------
($ 12,000.00) Dollars, together with interest thereon at the rate of twelve per cent
(12 %) per annum from January 1, 1982, until paid, according to the conditions of
one promissory note, dated January 1, 1982, the ultimate maturity date of which
is on demand, 19____, which promissory note was executed and delivered by
John Joseph Majhanovich and Bernadette Majhanovich ,

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

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

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

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

8. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall be delivered immediately to the Mortgagee on request. On refusal, the delivery of such possession, rents, issues and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, and without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expense. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived, and the appointment of any such Receiver on any such application without notice is hereby consented to by the Mortgagor. All rents, issues and profits, income and revenue of said property shall be applied by such Receiver according to law and the orders and directions of the court.

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

661

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

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

John Joseph Majhanovich

Bernadette Majhanovich

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 6th day of April, 19 81, before me personally appeared John Joseph Majhanovich and Bernadette Majhanovich, 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: 9-15-82

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sublette } ss.

On this 4th day of December, 19 81, before me personally appeared John J. Majhanovich and Bernadette Majhanovich, 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: Jan. 3, 1983 term

Lois J. Yake by Dorothy M. Lewis
Sublette County Clerk

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

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

My commission expires: .

MORTGAGE

THIS MORTGAGE is made this ..... 5th ..... day of ..... November ....., 19 81, between the Mortgagor, ... William Robert Tanner and Helen 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, Wyoming 83101 ..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ..... Fifteen thousand fourteen and no/100 ..... Dollars, which indebtedness is evidenced by Borrower's note dated ..... November 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 ..... November 6, 1988 .....;

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

LOTS 17, 18, 19 AND 20, BLOCK 18, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

187816

RECORDED December 8 1981 8:00 A M
IN BOOK 34 Misc PAGE 663
FEES $10.00 Doug York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

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.

663 Misc Bk 12 P 345

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

The Funds shall be held in an insti[illegible] the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lende[illegible]ch an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. [illegible]r may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessm[illegible]nd bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charg[illegible]rrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds s[illegible]be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender [illegible]ll not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an [illegible]nual 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 [illegible]d by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessment[illegible]surance premiums and ground rents, shall exce[illegible]d the amount required to pay said taxes, assessments, insuran[illegible]e premium[illegible]d ground rents as they fall due, such exces[illegible] shall be, at Borrower's option, either promptly repaid to Borrower o[illegible]dited to Borrower on monthly installments [illegible] Funds. If the amount of the Funds held by Lender shall not be suff[illegible] to pay taxes, assessments, insurance prem[illegible]ms and ground rents as they fall due, Borrower shall pay to Lender an[illegible]unt necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requestin[illegible]ment thereof.

Upon payment in full of a[illegible]ns secured by this Mortgage, Lender shall [illegible]mptly refund to Borrower any Funds held by Lender. If [illegible]nder paragra[illegible]18 hereof the Property is sold or the Property [illegible]otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its ac[illegible]sition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mo[illegible]gage.

3. Application of Payments. Unless applicable law provides otherwise, all payments receiv[illegible]d by Lender under the Note and paragraph[illegible]1 and 2 he[illegible]shall be applied by Lender first in payment of [illegible]mounts payabl[illegible] to Lender by Borrower under paragraph 2 h[illegible]reof, then [illegible]erest payable on the Note, then to the princi[illegible] of the Note[illegible] and then to interest and principal on any Fu[illegible]re Advanc[illegible]

4. Charges; Liens. Borrow[illegible]all pay all taxes, assessments and other cha[illegible] fines and [illegible]positions attributable to the Property which may attain a[illegible]ity over this Mortgage, and leasehold payme[illegible] ground re[illegible]s, if any, in the manner provided under paragraph 2 here[illegible] if not paid in such manner, by Borrower m[illegible] payment[illegible]hen due, directly to the payee thereof. Borrower shall pr[illegible]ly furnish to Lender all notices of amounts d[illegible]nder this pa[illegible]graph, and in the event Borrower shall make payment d[illegible]tly, Borrower shall promptly furnish to Le[illegible] receipts ev[illegible]dencing such payments. Borrower shall promptly dischar[illegible]ny lien which has priority over this Mortga[illegible] provided, tha[illegible] Borrower shall not be required to discharge any such lie[illegible] long as Borrower shall agree in writing to t[illegible] payment of [illegible]e obligation secured by such lien in a manner acceptable t[illegible]der, or shall in good faith contest such lien [illegible]r defend enforcement of such lien in, legal proceedings which operate t[illegible]event the enforcement of the lien or forfeit[illegible] of the Property or any part thereof.

5. Hazard Insurance. Borro[illegible] shall keep the improvements now existing or [illegible]eafter erected on the Property insured against loss by fire, hazards includ[illegible] within the term "extended coverage", and su[illegible] other hazard[illegible] as Lender may require and in such amounts and for such [illegible]ods as Lender may require; provided, that L[illegible]r shall not [illegible]uire that the amount of such coverage exceed that amount[illegible] coverage required to pay the sums secured by this Mortgage.

The insurance carrier providin[illegible] the insurance shall be chosen by Borrower subject to approv[illegible]l by Lender; provided, that such approval shall not be un[illegible]asonably withheld. All premiums on insuran[illegible] policies shall be paid in the manner provided under paragraph 2 hereof[illegible], if not paid in such manner, by Borrower ma[illegible]g payment, when due, directly to the insurance carrier.

All insurance policies and rene[illegible]als thereof shall be in form acceptable to Lend[illegible]nd shall include a standard mortgage clause in favor of and in form acce[illegible]able to Lender. Lender shall have the right t[illegible]old the polic[illegible] and renewals thereof, and Borrower shall promptly furnis[illegible] to Lender all renewal notices and all receipts [illegible] paid premiu[illegible]. In the event of loss, Borrower shall give prompt notice [illegible]he insurance carrier and Lender. Lender may [illegible]ake proof of l[illegible]s if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds sh[illegible] be applied t[illegible] restoration or repair of the Property damaged, provided su[illegible]h restoration or repair is economically feasibl[illegible] and the secu[illegible]ty of this Mortgage is not thereby impaired. If such resto[illegible]ation or repair is not economically feasible or [illegible] the security [illegible] this Mortgage would be impaired, the insu[illegible]ance proceeds shall be applied to the sums secured by this [illegible]ortgage, with [illegible]he excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to resp[illegible]nd to Lender [illegible]ithin 30 days from the date notice is mailed [illegible]y Lender to Borrower that the insurance carrier offers to settl[illegible] claim for in[illegible]urance benefits, Lender is authorized to colle[illegible] and apply the insurance proceeds at Lender's option either [illegible] restoration [illegible]epair of the Property or to the sums secure[illegible] by this Mortgage.

Unless Lender a[illegible]d Borrower otherwise agree in writing, any such application [illegible] proceeds to [illegible]ncipal shall not extend or postpone the due [illegible]date of the monthly installments referred to in paragraphs 1 [illegible]d 2 hereof [illegible]change the amount of such installments. If [illegible]nder paragraph 18 hereof the Property is acquired by Lender[illegible] all right, title [illegible]d interest of Borrower in and to any insuran[illegible] policies and in and to the proceeds thereof resulting from d[illegible]age to the P[illegible]operty prior to the sale or acquisition shall p[illegible] to Lender to the extent of the sums secured by this Mort[illegible]ge immediate[illegible] prior to such sale or acquisition.

6. Preservation [illegible]nd Maintenance of Property; Leaseholds; Condominiums; [illegible]ned Unit D[illegible]velopments. Borrower shall keep the Prope[illegible] in good repair a[illegible] shall not commit waste or permit imp[illegible]ent or dete[illegible]ation of the Property and shall comply wi[illegible]the provisions of any lease if this Mortgage is on a leaseh[illegible] If this M[illegible]age is on a unit in a condominium or a pl[illegible]ned unit development, Borrower shall perform all of Borr[illegible]'s obligatio[illegible] under the declaration or covenants creating or governing the condominium or planned unit developme[illegible]the by-law[illegible]nd regulations of the condominium or plan[illegible]ed unit development, and constituent documents. If a cond[illegible]minium or p[illegible]ned unit development rider is executed by [illegible]orrower and recorded together with this Mortgage, the cov[illegible]nants and a[illegible]ements of such rider shall be incorporated [illegible]nto and shall amend and su[illegible]plement the covenants and agreements of this [illegible]ortgage as if the rider were a part hereof.

7. Protection of [illegible]ender's Security. If B[illegible]ser fails to perform the covenants and agreements contained in this Mortgage, or if any [illegible]tion or pro[illegible]eding is [illegible]mmenced which materially affects Lender's interest in the Property, including, but not limited to, eminen[illegible]domain, i[illegible]lvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at [illegible]ender's [illegible]ion, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is ne[illegible]ssary to protect Lender's interest, including but not limited to, disbursement of reasonable attorney's fees and entry [illegible]pon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secur[illegible] by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insu[illegible]nce terminates in accordance with Borrower's and

[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

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 enforc g the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provid in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action a Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borr r's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by rower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had oc rred.

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 follow ng judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take posses n of and manage the Property and to collect the rents of the Property including those past due. All rents llected by l der or the receiver shall be applied first to pay ent of the co of management of the Property and collec n of rents, ding, but not limited to, receiver's fees, pre ms on receiv bonds and reasonable attorney's fees, and n to the sum secured by this Mortgage. Lender and the re ver shall be able to account only for those rents actually eived.

21. Future Ad nces. Upon equest of Borrower, Lender, at Lender's optio prior to releas of this Mortgage, may make Future Advan s to Borrowe Such Future Advances, with interest thereon hall be secure by this Mortgage when evidenced by promis ory notes sta g that said notes are secured hereby.

22. Release. Upon payme all sums secured by this Mortgage, Lender sh it release this Mortgage without charge to Borrower. Borrower shall pay osts of recordation, if any.

23. Waiver of Homestead. ower hereby waives all right of homestead e ption in the Property.

IN WITNESS W EREOF, B wer has executed this Mortgage.

William K. Fenton .....—Borrower

Helen Fenton .....—Borrower

STATE OF WYOMING, Lincoln County, ss:

The foregoing instrument w acknowledged before me this March 3rd by William K. Fenton and Helen Fenton
(date) (person acknowledging)

My Commission expires: July 3 19 87

Witness my hand and official seal. Notary Public

Space Below This Line Reserved For Lender and Re

MORTGAGE DEED—FORM NO. 4½ [redacted] [redacted] THE HILLS COMPANY, BILLINGS 141308

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT SOUTHARD BAKER and SUE-ANN SMITH BAKER, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of SIXTY THOUSAND AND NO/100 - - -($60,000.00) - - - - Dollars, due in 10 years with interest from (0%) no ~~at the rate of~~ ~~per cent per annum~~ payable annually evidenced by one promissory note, of even date herewith, payable in payments of at least $6,000.00 due annually, first payment due 12/15/82

do hereby mortgage to ROBERT W. BAKER and IRIS S. BAKER, husband and wife,

mortgagee, whose address is 1313 Brookhollow Way
Bryan, Texas 77801

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

Lot Seven (7) Rocky Roads Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO prior mineral reservations of record;
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 Restrictions Governing Rocky Roads Subdivision recorded in the office of the County Clerk 8/17/78, in Book 34 of Miscellaneous, page 335.

187870

RECORDED December 10 1981 3:30 P M
IN BOOK 34 Misc PAGE 667
FEES $6.00 Lenore Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee S, and in case the mortgagor S 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 mortgagee S 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 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 81.

In the presence of

Robert Southard Baker
Robert Southard Baker

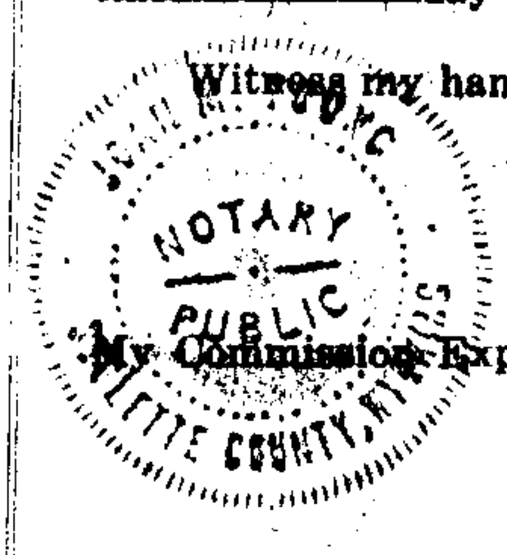
~~Sue-Ann Smith Baker~~
Sue Ann Smith Baker

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert Southard Baker and Sue-Ann Smith Baker,

this 10 day of December, 1981.

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 ... Page ...

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $ ...

[redacted] [redacted] [redacted]

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 Gregory Arthur and Valerie Ann Reich, husband and wife

herein designated as Mortgagor, of Box 165, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty thousand and no/100 ---------- Dollars ($ 40,000.00), with interest at the rate of Eleven and seven eights per centum (11.875 %) 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 Four hundred seventeen and 60/100 ---------- Dollars ($ 417.60), commending on the first day of January, 1982, 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, 2006, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 5, Ball Subdivision, Sublette County, Wyoming.

187872

RECORDED December 10 1981 4:30 P M
IN BOOK 34 Mtg PAGE 669
FEES $8.00 Lou J 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

669 Released BK 13 Rls. Pg. 612

(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. Secretary

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 in or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will not 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 the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That in case the Mortgagor defaults in the payment of ground rents, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same, and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 5 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to 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 entire 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, and may elect so to foreclose this mortgage by advertisement and sale of the above described premises, at public auction due, 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 15½ % (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 Valerie Ann Reich wife of the said Gregory Atrhur Reich 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 9th day of December , 19 81

In the presence of—

Gregory Arthur Reich

Valerie Ann Reich

THE STATE OF WYOMING
COUNTY OF Lincoln } ss:

On this 9 day of December, 1981, before me personally appeared Gregory Arthur Reich & Valerie Ann Reich 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 9 day of December, A.D. 1981

(SEAL)

My Commission Expires Oct. 1, 1984

Mary Jean Judson
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

671

Rlsed Bk 12 Pg 278

672

6 -

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

STACY GILLIAM a/k/a STACY V. GILLIAM and VaLEDA GILLIAM, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty-Three Thousand Seven Hundred and No/100 ($23,700.00) Dollars, due 11/10/96 with interest from 11/10/81 at the rate of Eighteen (18%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 180 equal monthly payments of $381.68, which include 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:

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

137839

RECORDED December 14 1981 3:00 PM
BOOK 34 Misc PAGE 672
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than 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 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 November A. D. 1981

In the presence of

/ Stacy V. Gilliam
STACY V. GILLIAM

/ VaLeda Gilliam
VaLEDA GILLIAM

State of WYOMING
County of SUBLETTE } ss.

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

this 23rd day of November, 1981.

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 } 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, $

674 10/4/2 Released. Bk 17 Rel. pg 558

MORTGAGE

THIS MORTGAGE, made this 10th day of December, 1981, between RONALD H. CHILCOTE and FRANCES B. CHILCOTE, as trustees of the Ronald H. Chilcote Family Trust dated May 15, 1981, of 1940 San Remo Dr., Laguna Beach, Ca. 92651, hereinafter referred to as the "Mortgagor" and CHARLES E. duPONT, JR., a single man, of Sublette County, Wyoming hereinafter referred to as "Mortgagee".

The Mortgagor, for and in consideration of the sum of FOURTY-FIVE THOUSAND DOLLARS ($45,000.00), being loaned to the Mortgagor by the Mortgagee and represented by a Promissory Note dated December 10, 1981, 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 4, Signal Hill Ranches, Sublette County, Wyoming, according to that plat filed for record in the Office of the Clerk of Sublette County, Wyoming on April 7, 1981 in Book 38 of Misc., page 207.

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 Mortgagee. The mortgagor may not sell or transfer the property. The mortgage, and the unpaid principal and accrued interest which it secures, shall become due upon sale or transfer of property.

RMC 4BC

187911

RECORDED December 15 1981 2:00 PM
IN BOOK 34 Misc PAGE 674
FEES $12.00 Carol Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 FOURTY-FIVE THOUSAND DOLLARS ($45,000.00), together with interest thereon at the rate of Thirteen percent (13%) per annum from December 10, 1981, until paid, according to the conditions of the promissory note, dated December 10, 1981, the ultimate maturity date of which is December 10, 1984, which promissory note was executed and delivered by Mortgagor 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 FOURTY-FIVE THOUSAND DOLLARS ($45,000.00) 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. Copies of said insurance policy shall be furnished to the Mortgagee within

ninety (90) days from the date hereof. Copies of all renewals thereof, shall be furnished to Mortgagee within ninety (90) from the date of their issuance.

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 plus a penalty fee of 5% of any and all sums due hereunder, 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 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 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 a 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 pursuant 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.

RONALD H. CHILCOTE, as trustee of the Ronald H. Chilcote Family Trust of May 15, 1981

FRANCES B. CHILCOTE, as trustee of the Ronald H. Chilcote Family Trust of May 15, 1981

STATE OF)
) ss.
County of)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by RONALD H. CHILCOTE, who acknowledged himself to be trustee of the Ronald H. Chilcote Family Trust of May 15, 1981 and FRANCES B. CHILCOTE, who acknowledged herself to be a trustee of the Ronald H. Chilcote Family Trust of May 15, 1981 this 7th day of December, 1981.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission expires on:

May 5, 1984

OFFICIAL SEAL
VIRGINIA L. NOTT
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires MAY 5, 1984

505 Forest Ave., Laguna Bch. CA 92651

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

SONNY E. ALEXANDER AND DIANA LYNN ALEXANDER, husband and wife

P. O. Box 112 Daniel, Wyoming 83115

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

-----Forty thousand dollars and no/100----- Dollars, due S/P

with interest from date at the rate of variable preferred rate per cent per annum, payable annually

evidenced by One (1) promissory note, of even date herewith,

do hereby mortgage to

mortgagee, whose address is ~~STATE BANK OF BIG PINEY~~
BOX 428
BIG PINEY, WYOMING

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

Tract 12, Unit B. Daniel Meadow Sub-Division, Daniel, Wyoming

187927

RECORDED December 17 1981 8:00A M
IN BOOK 34 Mtg PAGE 679
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 Forty thousand dollars 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 November A. D. 19 81.

In the presence of

Sonny E. Alexander

Diana Lynn Alexander

Rel: Lk Mtg 319
L 179

6-50

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Sonny E. Alexander
Diana Lynn Alexander
this 23rd day of November, 19 81.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 9/1/85

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTG[redacted]ED—FORM NO. 4½ [redacted] THE [redacted] 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 ---Forty Two Thousand and no/100---------- Dollars, due 7 years with interest from date at the rate of 18 per cent per annum, payable semi annually evidenced by one promissory note, of even date herewith, Seven Years with semi-annual payments in the amount of $5,243.39

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is BIG PINEY, WYOMING

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

Lot 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 the United States patents and to easements and rights of way of record or in use; and
SUBJECT TO prior mineral reservations of record.

Mail Bllp 482

187928

RECORDED December 17 1981 8:00 AM
IN BOOK 34 Mtg PAGE 681
FEES $6.00 Dorothy Yost COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Schurie

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 $42,000.00 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 2nd day of December A. D. 1981.

In the presence of

X David Lee Smith

X Terry LaGene Smith

6.5/

6 5 2

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by David L. Smith, Terry LaGene Smith,

this 2nd day of December, 1981.

Witness my hand and official seal.

Betty J. Hobgood
Signature
Betty J. Hobgood
Title of Officer

My Commission Expires: 9/1/85

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, $

MORTG[redacted]ED—FORM NO. 4½ [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM G. BRAUSE and JACKIE D. BRAUSE, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Forty Eight Thousand and no /100---------- Dollars, due

with interest from date at the rate of 18 per cent per annum, payable S/P annually evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

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

Lot 5, Block 1, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

187995

RECORDED December 21 1981 8:40 AM
IN BOOK 34 Misc PAGE 683
FEES $6.00 Lorna Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lowe

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 $48,000.00 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 7 day of December A. D. 1981.

In the presence of

William D Brause
Jackie Brause

Released Bk 11 pg 346

683

b 84

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William G. Brause
Jackie Brause

this 7th day of December, 19 81.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: 9/ 85

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

Clerk and Ex-Officio Register of Deeds

By Deputy Clerk

No. Fees, $

[redacted] Posit. [redacted] [redacted]

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 6-12-81)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by WILLIAM E. WELLER and NANCY A. WELLER, husband and wife,

residing in Pinedale County, Wyoming, whose post office address is P. O. BOX 370 PINEDALE, Wyoming 82941, herein called "Borrower," and 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 and

WHEREAS Borrower is indebted to the Government 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*
12-24-81	$49,700.00	13.25%	12-24-2014

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and 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 5 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.

[redacted]

Rlsd. Rel. 19 Rel. Pg 128 4/20/98

C. 8 C.

188011

RECORDED December 24 1981 11:50 A M
IN BOOK 34 Misc PAGE 685
FEES $10.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Dorothy M Lewis

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 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 all 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) [redacted] the property insured as required by an[redacted] insurance policies approved by the Gov[redacted] and, at its request, to deliver such policies to the Government.

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

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

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

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

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

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

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

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

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

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation or appraisal of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby 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 24th

day of DECEMBER, 19 81.

William E. Weller
WILLIAM E. WELLER

Nancy A. Weller
NANCY A. WELLER

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by WILLIAM E. WELLER AND NANCY A. WELLER, husband and wife, this 24th day of December, 19 81.

Witness my hand and official seal.

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

(SEAL)

Edwin R. Adams
Notary Public

My commission expires: July 28, 1984

MORTGAGEE:
CITICORP PERS[redacted]PERSON FINANCIAL CENTER INC [redacted] 8[redacted] FEDERAL BLVD RIV WY08250[redacted]

REAL ESTATE MORTGAGE

NO.	DUE	PRIOR ACCT NO.	LOAN DATE
20164-0	24	na	12-17-81

MORTGAGORS
WILLIAM C BAYER

1177 RACE

DENVER CØLØRADØ 80201
73 04 41

CO-MORTGAGOR
/UNMRD/

ANNUAL PERCENTAGE RATE 21.00 %

FINANCE CHARGE $ 5316.52

TOTAL OF PAYMENTS $ 30633.27

AMOUNT FINANCED $ 25316.75

FIRST PAYMENT DUE

DATE OF MATURITY AND FINAL PAYMENT DUE 12-24-82

Mortgagors named above of said City and State, to secure payment of the indebtedness evidenced by their promissory note above described, and all future advances on account thereof payable to order of the corporation named in print above, hereby mortgage to said corporation, Mortgagee, the following real estate situated in Sublette County, Wyoming

Lots 13, 14, and 15; Block 13, Pines Addition to the Town of Pinedale, Sublette County, Wyoming.

188059

RECORDED December 29 1981 8:00 AM
IN BOOK 34 Misc PAGE 689
FEES $4.00 Dan J Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Dorothy McInnis

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: _____
Type Name:

SIGN: William C Bayer (SEAL)
Type Name William C Bayer Mortgagor

SIGN: _____
Type Name

SIGN: _____ (SEAL)
Type Name Mortgagor

STATE OF WYOMING)
) SS.
COUNTY OF Fremont)

17 day of December 19 81 personally appeared William C Bayer

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, 1983
My commission expires _____ 19____

L-246 R.E. WY.
Rev. 4-80

ORIGINAL

687

Rlse Rel 12 19 457

690

FIRST SUPPLEMENTAL MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

DOME PETROLEUM CORP.

TO

LINDA R. WINSLOW, Trustee

AND

MITCHELL F. VERNICK, Trustee

AND

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Dated as of December 11, 19

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES."

"THE OIL AND GAS INTERESTS INCLUDED IN THE SUPPLEMENTAL MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT AA HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

183064

RECORDED December 30 1981 8:00 A M
IN BOOK 34 Misc PAGE 690
FEE $12.00 Sandy Yurko COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Deputy

FIRST SUPPLEMENTAL MORTGAGE,
DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT
AND FINANCING STATEMENT

THIS FIRST SUPPLEMENTAL MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated as of December 11, 1981 (herein called this "First Supplement"), is from DOME PETROLEUM CORP. a North Dakota corporation (herein called the "Mortgagor"), to LINDA R. WINSLOW and MITCHELL F. VERNICK of Chicago, Illinois, as Trustees (hereinafter defined), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (herein called the "Bank").

W I T N E S S E T H:

WHEREAS, the Mortgagor has heretofore executed and delivered to the Bank and Linda R. Winslow and Mitchell F. Vernick, as trustees for the Bank (each person acting in such capacity being herein sometimes individually called a "Trustee" and collectively called the "Trustees"), that certain Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of December 3, 1981 (herein called the "Mortgage"), to secure payment of indebtedness of Dome Oils, Inc. owed or to be owing to the Bank pursuant to the terms of a certain Credit Agreement, dated as of December 3, 1981 (herein called the "Agreement"), between Dome Oils, Inc. and the Bank, including, without limitation, indebtedness evidenced by that certain promissory note of Dome Oils, Inc., dated December 3, 1981,in the original principal amount of $150,000,000, payable to the Bank or its order on or before November 30, 1986 (herein called the "Note");

WHEREAS, the Mortgagor desires to amend the Mortgage so as, among other things, to supplement the Mortgage by the inclusion in the Mortgaged Property (as defined in the Mortgage and used herein with the meaning assigned to such term therein) of certain additional oil and gas properties and interests; and

WHEREAS, it is in the best interests of the Mortgagor to cause to be executed on its behalf this First Supplement inasmuch as the Mortgagor has derived and will derive substantial direct and indirect benefits from the loans made by the Bank to Dome Oils, Inc. under the Agreement,

NOW, THEREFORE, in consideration of the premises and of the debts and trusts mentioned above and the agreements herein contained and other good and valuable considerations, the parties hereto agree as follows:

SECTION 1. REAFFIRMANCE OF THE MORTGAGE AND MORTGAGE OF ADDITIONAL PROPERTY AS SECURITY FOR THE INDEBTEDNESS. To secure the Indebtedness (as defined in the Mortgage and used herein with the meaning assigned to such term therein) the Mortgagor has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed (and granted to the Trustees a security interest in), and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustees (and grant to the Trustees a security interest in), for the use and benefit of the Bank, all of the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the Mortgaged Property, and, in addition thereto, the Mortgagor has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed (and granted to the Trustees a security interest in), 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 the Trustees a security interest therein; namely:

(a) the lands described in Exhibit AA, hereto attached and hereby made a part hereof (including any lands, the description of which is incorporated in Exhibit AA by reference to another instrument or document, and any lands now or hereafter unitized or pooled with lands which are either described in Exhibit AA or the description of which is incorporated in Exhibit AA by reference), and the oil and gas leases, and the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit AA,

(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 AA or which relate to any of the properties and interests specifically described in Exhibit AA,

(c) the Hydrocarbons (as defined in the Mortgage and used herein with the meaning assigned to such term therein) which are in, under, upon, produced or to be produced from the lands described in Exhibit AA,

(d) the Production Sale Contracts (as such term is defined in the Mortgage except that, as used herein, such definition shall be deemed to relate to the lands described in Exhibit AA),

(e) the Operating Equipment (as such term is defined in the Mortgage, except that, as used herein, such definition shall be deemed to relate to the lands described in Exhibit AA), and

(f) all proceeds of all 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.

The property, rights and interests covered hereby (and which are hereby added to the Mortgaged Property) are hereinafter collectively called the "Supplemental Mortgaged Property", and the term "Mortgaged Property," when used in the

Mortgage, shall be deemed to include reference to the Supplemental Mortgaged Property. Exhibit AA hereto shall be made a part of Exhibit A to the Mortgage, and each reference to Exhibit A in the Mortgage shall be deemed to include reference to Exhibit AA hereto.

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 AA (including all presently existing royalties, overriding royalties, payments out of production and other burdens which are referred to in Exhibit AA and which are taken into consideration in computing the decimal or fractional interest as set forth in Exhibit AA), (ii) the assignment of production contained herein, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 of the Mortgage, 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 Supplemental Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property and the Supplemental Mortgaged Property, together with the rights, privileges, and appurtenances now or hereafter at any time before the release hereof in anywise belonging or appertaining thereto, unto the Trustees forever to secure the payment of the Indebtedness and the performance of the obligations of the Mortgagor herein and in the Mortgage contained.

As further security for the payment of the Indebtedness (whether heretofore or hereafter incurred), and without limiting the absolute obligation of the Mortgagor to pay the same, the Mortgagor hereby transfers, assigns, warrants and conveys unto the Bank, effective as of December 11, 1981, at 7:00 A.M., local time, all Hydrocarbons which are thereafter produced from and which accrue to the Supplemental Mortgaged Property, and all proceeds therefrom; provided, however, that until the occurrence of any event of default described in Section 4.1 of the Mortgage, the Mortgagor may continue to receive, retain and use all such Hydrocarbons and all proceeds therefrom. Upon the occurrence of any event of default described in Section 4.1 of the Mortgage, the Bank shall immediately have the right to receive, retain and use all such Hydrocarbons and all proceeds therefrom, and the Bank shall also give notice to all parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession that an event of default has occurred under the terms of the Mortgage and that the Bank has the right hereunder to receive, retain and use all Hydrocarbons and all proceeds therefrom. Upon receipt of such notice 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 hereof, 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. Such proceeds shall be applied by the Bank in the manner set forth in the Mortgage, as hereby amended and supplemented.

SECTION 2. WARRANTIES, COVENANTS AND AGREEMENTS. The warranties, covenants and agreements contained in the Mortgage are hereby remade by the Mortgagor and (together with the remedies contained in the Mortgage) are in full force and effect as of the date hereof, and shall apply to the Supplemental Mortgaged Property to the same extent and with the same force and effect as if the Supplemental Mortgaged Property had been specifically described and referred to in the Mortgage.

SECTION 3. MISCELLANEOUS PROVISIONS.

(a) This First Supplement shall be considered as an amendment and supplement to the Mortgage and, except as herein expressly amended and supplemented, the Mortgage is hereby ratified, approved and confirmed in every respect. All references to the Mortgage in any other document shall hereafter be deemed to refer to the Mortgage as amended and supplemented hereby.

(b) This First Supplement may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical, except that (i) in certain counterparts, portions of Exhibit A hereto, containing specific descriptions of property situated in jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded, may have been omitted, (ii) in the case of counterparts to be filed in jurisdictions other than the jurisdiction in which the Mortgage has not been recorded and filed, in order to place on record the Mortgage, there are attached to such counterparts conformed copies of the Mortgage, the contents of which by this reference are hereby adopted, assumed, ratified and confirmed in every and every respect by the Mortgagor.

(c) The Mortgagor hereby represents and warrants to the Trustees and the Bank as follows:

(i) The Mortgagor is a corporation duly organized, validly existing and in good standing under the laws of the State of North Dakota;

(ii) The execution and delivery of this First Supplement, and the performance by the Mortgagor of its obligations hereunder, are within the Mortgagor's corporate powers, have been duly authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the charter or by-laws of the Mortgagor or of any agreement binding upon the Mortgagor; and

(iii) This First Supplement is a legal, valid and binding obligation of the Mortgagor enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this First Supplement as the day, month and year first above written.

MORTGAGOR AND DEBTOR

ATTEST:

DOME PETROLEUM CORP.

By _____
Assistant Secretary

Vice President

The address of the Mortgagor is:
2900 Dome Tower
1625 Broadway
Denver, Colorado 80202

SECURED PARTIES

Linda R. Winslow, Trustee

Mitchell F. Vernick, Trustee

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO

By _____
Vice President

ATTEST:

Banking Officer

The address of the Secured Parties is:

231 South LaSalle Street
Chicago, Illinois 60693

Attention: Oil and Gas Group

This instrument was prepared by:

James E. Padilla, Esq.
MAYER, BROWN & PLATT
231 South LaSalle Street
Chicago, Illinois 60604

GES

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

BE IT REMEMBERED that I, Brian Hinton, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 21st day of December, 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 and association being a party to the foregoing instrument:

C. H. Chen, Vice President, and E. R. Potter 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; and

Linda R. Winslow and Mitchell F. Vernick whose addresses are 231 South LaSalle Street, Chicago, Illinois 60693, as Trustees.

COLORADO

The foregoing instrument was acknowledged before me this day by each such person on behalf of said association, or himself, as a Trustee, as the case may be.

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.

MONTANA

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.

NEW MEXICO

The foregoing instrument was acknowledged before me by each such person on behalf of said association, or himself as a Trustee, as the case may be.

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 and, and each such person acknowledged to me that he executed the same as his free and

voluntary act and deed (except for the Trustees, who executed said instrument as Trustees) and 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.

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).

WYOMING

The foregoing instrument was acknowledged before me by the above individuals on this day.

Notary Public

My commission expires:

My Commission Expires Oct. 30th, 1984

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BE IT REMEMBERED that I, [illegible], a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 11 day of December, 1981, there appeared before me severally each of the following persons, each being the designated officer of the corporation set opposite his name and such corporation being a party to the foregoing instrument:

[illegible], the Vice President, and Debra R. Lappin, the Assistant Secretary, of Dome Petroleum Corp., a North Dakota corporation, whose address is 2900 Dome Tower, 1625 Broadway, Denver, Colorado 80202.

COLORADO

The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation.

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.

MONTANA

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.

NEW MEXICO

The foregoing instrument was acknowledged before me by each such person on behalf of said corporation.

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.

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.

WYOMING

The foregoing instrument was acknowledged before me by the above individuals on this day.

Notary Public

My commission expires:

My commission expires October 5, 1985
824 S. LEWIS
LAKEWOOD, COLORADO 80226

700

MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

DOME PETROLEUM CORP.

TO

LINDA R. WINSLOW, Trustee

AND

MITCHELL F. VERNICK, Trustee

AND

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Dated as of December 3, 1981

"THIS INSTRUMENT NTAINS AFTER-ACQUIRED PR RTY PROVISIONS."

"THIS INSTRUMENT CURES PAYMENT OF FUTURE 'ANCES."

"THE OIL AND GAS ITERESTS INCLUDED IN THE RTGAGED PROPERTY WILL BE NANCED AT THE WELLHEADS THE W LS LOCATED ON THE PR ERTIES DESCRIBED IN EXHI T A HER TO, AND THIS FINANCING S EMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN E REAL ESTATE RECORDS."

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 3, 1981, is from DOME PETROLEUM CORP., a North Dakota corporation (herein called the "Mortgagor"), to LINDA R. WINSLOW and MITCHELL F. VERNICK, 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").

1. Dome Oils, Inc., a Delaware corporation (herein called "Dome Oils"), and the Bank have entered into a Credit Agreement, dated as of December 3, 1981 (herein, as the same may be amended, modified or supplemented from time to time, called the "Loan Agreement"), pursuant to which the Bank has agreed to lend to Dome Oils amounts not to exceed at any one time outstanding the lesser of (x) the Borrowing Base (as defined in the Loan Agreement), and (y) the Total Committed Amount (as defined in the Loan Agreement; being the amount of $150,000,000 as at the date hereof), and Dome Oils, to evidence its indebtedness to the Bank under the Loan Agreement, has executed and delivered to the Bank its promissory note, dated December 3, 1981 (herein called the "Loan Note"), in the principal amount of $150,000,000, to mature on November 30, 1986, 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 and acceleration of maturity in the event of default, as therein set forth.

2. It is in the best interests of the Mortgagor to cause to be executed on its behalf this instrument inasmuch as the Mortgagor will derive substantial direct and indirect benefits from the loans to be made by the Bank to Dome Oils under the Loan Agreement.

3. 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 which are either described in Exhibit A or 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, supplies 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 similar temporary uses) now or hereafter located on or under any of the lands described in Exhibit A which are useful for the production, treatment, storage or transportation of oil, gas, and other liquid or gaseous hydrocarbons, 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), chemicals, solutions, 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 docks, loading racks and shipping facilities; provided, however, that the term "Operating Equipment" shall not include extraction, fractionation or processing plants.

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 set forth 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 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) all proceeds 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 to make the loan above described, hereby covenants and agrees with both the Trustees and the Bank as follows:

ARTICLE I

Indebtedness Secured

1.1 Items of Indebtedness Secured. The following items of indebtedness are secured hereby:

(a) The Loan Note, and all other obligations and liabilities of Dome Oils under the Loan Agreement;

(b) Any promissory notes evidencing additional loans which the Bank may from time to time make to Dome Oils, 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 Dome Oils 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 Dome Oils executes an extension agreement or renewal instruments.

1.2 Indebtedness and the 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 promissory notes are hereinafter referred to collectively as the "Notes".

ARTICLE II

Particular Covenants and Warranties of the Mortgagor

2.1 Payment of the Indebtedness. Dome Oils 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 affecting 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 shall exceed the Mortgagor's 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 production, and (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. 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 further 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 material defect which may hereafter be discovered in title to the Mortgaged Property or in the execution and acknowledgment of this instrument, any Note, or any other document executed in connection herewith, and (b) promptly execute and delivery of all documents, division or transfer orders which in the opinion of the Bank are needed to transfer effectually to the Bank the assigned proceeds of production from the Mortgaged Property.

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;

(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;

(d) Cause the Operating Equipment to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements thereof or thereto, needful to the production of Hydrocarbons from the lands described in Exhibit A, to be promptly made; and

(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.

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 observe all things or matters necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States of America 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. Except for sales of severed Hydrocarbons in the ordinary course of the Mortgagor's business and the lien and security interest created by this instrument, 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.

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 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 contained, or that such approvals as are required have been obtained or will be obtained properly.

2.10 Right of Entry. The Mortgagor will permit the Trustees or the Bank, 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 any of the Mortgaged Property is situated.

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 3, 1981, at 7:00 A.M., local time, all Hydrocarbons which are thereafter produced from and which accrue to the Mortgaged Property, and all proceeds therefrom; provided, however, that until the occurrence of any event of default described in Section 4.1 hereof, the Mortgagor may continue to receive, retain and use all such Hydrocarbons and all proceeds therefrom. Upon the occurrence of any event of default described in Section 4.1 hereof, the Bank shall immediately have the right to receive, retain and use all such Hydrocarbons and all proceeds therefrom, and the Bank shall also give notice to all parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession that an event of default has occurred under the terms of this instrument and that the Bank has the right hereunder to receive, retain and use all Hydrocarbons and all proceeds therefrom. Upon receipt of such notice 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 business day of each calendar 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 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 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 Dome Oils 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, the Hydrocarbons thereafter produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Article.

3.6 Indemnity. The 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 either of them as a consequence of the assertion, either before or after the payment in full of the Indebtedness, that they or either 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, employ 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 Hereunder In case any one or more of the following "events of default" shall occur and shall not have been remedied:

(a) default, and continuance thereof for five (5) days, 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 (other than one relating to non-payment of principal of or interest on the Loan Note) under the terms and provisions of the Loan Agreement and the continuance of such Event of Default for the applicable period of grace

) any warranty or representation made by the Mortgagor herein shall prove to be untrue in any material respect as of the date made;

) 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; or

(e) the title of the Mortgagor to all of the Mortgaged Property or any substantial part thereof shall become the subject matter of litigation which would or might, in the Bank's reasonable 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 ninety (90) 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 of Real Property Constituting a Part of the Mortgaged Property. 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 real property constituting a part of 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 such real property to such purchaser or purchasers. The Trustees may postpone the sale of all or any portion of such real 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.

5.2 Rights of the Trustees With Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default and if such event shall be continuing, the Trustees will have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property, and for this purpose the Trustees may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Trustees may require the Mortgagor to assemble such personal property and make it available to the Trustees at a place to be designated by the Trustees which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on recognized market, the Trustees will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagor at the address shown below the signatures at the end of

this instrument at least five (5) days before the time of the sale or disposition.

5.3 Rights of the Trustees With Respect to Fixtures Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default and if such event shall be continuing, the Trustees may elect to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and proceed to exercise such rights as apply to such type of collateral.

5.4 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 any 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.

5.5 Possession of the Mortgaged Property. It shall not be necessary for the Trustees to have physically present or constructively in their possession at any sale held by the Trustees or by an court, receiver or public officer any or all of the Mortgaged perty, and the Mortgagor shall deliver to the purchaser at such le on the date of sale t Mortgaged Property purchased by such chasers at such sale, a if it should be impossible or imp ticable for any of such chasers to take actual delivery o ne Mortgaged Property, t the title and right of possessio to the Mortgaged Propert hall pass to the purchaser at such le as completely as if t same had been actually present a delivered.

5.6 Cert n Aspects of a Sale. Th Bank shall have the right to become t purchaser at any sale he by the Trustees or by any court, rec ver or public officer, an the Bank shall have the right to cred upon the amount of the b made therefor the amount payable ou of the net proceeds of su sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunde shall conclusively establish the truth and accuracy of the ma ters therein stated, including, without limiting the gener lity of the foregoing, no payment 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.

5.7 Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proc ings the receipt of the Trustees, or of the officer making s 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, or his or their assigns or personal representatives, shall not, afte ing such purchase money and receiving such receipt of the T ees or of such officer therefor, be obliged to see to the ap ation of such purchase money, or be in anywise answerabl or any loss, misapplication or nonapplication thereof.

8 E of Sale. Any sale or sales of the Mortgaged Property, wheth der the power of sale herein granted and conferred or by ue of judicial proceedings, shall operate to divest all right tle, interest, claim and demand whatsoever either at law or 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.

5.9 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 percent (5%) to the Trustees and expenses of any entry, or taking of possession, of any sale, or 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.

5.10 The Mortgagor's Waiver of Appraisement, Marshalling and Other 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 th s paragraph referred to and now in force, of which the Mortgagor or the Mortgagor's successor or successors might take advantag despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deem d 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 39-5-19, New Mexico Statutes, Annotated, 1978 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 (1) month.

5.11 Costs and Expenses. All costs and expenses (including attorneys' fees) incurred by the Trustees or the Bank in protecting and enforcing their rights hereunder, shall constitute a demand obligation owing by the Mortgagor to the party incurring such costs and expenses and shall draw interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%) until paid, all of which shall constitute a portion of the Indebtedness.

5.12 Sale of the 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 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 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 notice of any sale, other than as set out in this paragraph, may 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 at the address for the Bank set out herein (or to such other address the Bank or other holder of the Indebtedness 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 other holder of the Indebtedness 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.

5.13 Operation of the 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 its 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 Provisions

6.1 Successor Trustees. Any 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 formality other 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.

6.2 Advances by the Bank or the Trustees. Each and every covenant hereof 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 an annual rate equal to the

highest rate of interest from time to time accruing on the Loan Note plus one percent (1%) until paid 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.

6.3 Defense of Claims. The Mortgagor will notify the Bank, in writing, promptly of the commencement of any legal proceedings affecting the lien hereof or the title of the Mortgagor to all of the Mortgaged Property, or any substantial part thereof, and will take such action, 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 they may in their discretion deem proper, the Mortgagor hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%), will on demand, be reimbursed to the Bank, the Trustees or any receiver appointed hereunder.

6.4 The 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.

6.5 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.

6.6 Instrument an Assignment, etc. This instrument shall be deemed to be a 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.

6.7 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 respects herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, Dixie Oils shall not be obligated to pay such excess.

6.8 Unenforceable or Inapplicable Provisions. If any provision 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.

6.9 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.

6.10 Waiver by the Trustees. Any and all covenants in this instrument may from time to time by instrument in writing signed by the Trustees be 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.

6.11 Action by Individual Trustee. Any 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.

6.12 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.

6.13 Article and Section Headings. The article and section headings in this instrument are inserted for convenience of reference and shall not be considered a part of this instrument or used in its interpretation.

6.14 Execution in 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 or filing, in any particular counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

6.15 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 (f) 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 (and accounts arising therefrom) which are to be financed at the wellhead of the wells located on the real estate described in Exhibit A hereto (and accounts arising therefrom).

6.16 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

DOME PETROLEUM CORP.

By _____
Vice President

ATTEST:

_____
Assistant Secretary

The address of the Mortgagor is:

2900 Dome Tower
1625 Broadway
Denver, Colorado 80202

SECURED PARTIES

L. R. Winslow
Linda R. Winslow, Trustee

Mitchell F. Vernick, Trustee

CONTINENTAL ILLINOIS
NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

By J. M. Keane
Vice President

ATTEST:

B C Shea
Banking Officer

The address of the Secured Parties is:

231 South LaSalle Street
Chicago, Illinois 60693
Attention: Oil and Gas Group

This Instrument Was Prepared By:

James E. Padilla, Esq.
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

BE IT REMEMBERED that I, _____, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 4th day of December, 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 and association being a party to the foregoing instrument:

J M O'Hearn, Vice President,
and B C Shea, 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; and

Lin R. Winslow and Mitchell Vernick, whose addresses are 231 South LaSalle Street, Chicago, Illinois 60693, as Trustees.

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.

MONTANA

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.

NEW MEXICO

The foregoing instrument was acknowledged before me by each such person on behalf of said association, or himself as a Trustee, as the case may be.

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 association set opposite his name or of himself as Trustee, as the case may be) for the uses and purposes therein set forth.

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).

WYOMING

The foregoing instrument was acknowledged before me by the above individuals on this day.

Patricia A. Jung
Notary Public

Residing at Cook County

My commission expires:

My Commission Expires August 26th, 1984

My Commission Expires August 26th, 1984

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BE IT REMEMBERED that I, [illegible], a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 3rd day of December, 1981, there appeared before me severally each of the following persons, each being the designated officer of the corporation set opposite his name, and such corporation being a party to the foregoing instrument:

Graham I. Whidden, the Vice President, and Debra R. Lappin, the Assistant Secretary, of Dome Petroleum Corp., a North Dakota corporation, whose address is 2900 Dome Tower, 1625 Broadway, Denver, Colorado 80202.

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.

MONTANA

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.

NEW MEXICO

The foregoing instrument was acknowledged before me by each such person on behalf of said corporation.

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.

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 executed said instrument for the purposes and consideration therein expressed, and as the act and deed of the corporation set opposite his name.

WYOMING The foregoing instrument was acknowledged before me by the above individuals on this day.

Notary Public

Residing at Laramie, Co.

My commission expires:

10/5/85

EXHIBIT "A"

BIRD CANYON

Lease Number: W-151

Lease Date	Recording Data Book / Page	Lessor	Lessee	Lands Described	Acreage Gross/Net	Lease Working Interest	Net Revenue Interest	Well Name
6-01-76	54 O&G 368	USA W-54914	Rainbow Resources	T 27 N - R 112 W Sec. 23: SW¼	160.00 160.00			

(320.00 acre communitization)

Assignment Date	Assignment Recorded Book/Page	Assignor	Assignee	Lands Described	Acreage Gross/Net	Working Interest	Revenue Interest	Well Name
9-20-78		Apache Corp.	Dome Petroleum Corp.	T 27 N - R 112 W Sec. 23: SW¼ but only insofar as said rights pertain from the surface of the ground to the stratigraphic equivalent of TD drilled in the #2-23 Bird Canyon Well.	160.00 160.00	25%	24.45165 BPO 20.19531 APO	#1-23 Apache Federal

722

Lease Number:

Lease Date	Recording Data Book / Page	Lessor	Lessee	Lands Described	Acreage Gross/Net	Lease Working Interest	Net Revenue Interest	Well Name

Assignment Date	Assignment Recorded Book/Page	Assignor	Assignee	Lands Described	Acreage Gross/Net	Lease Working Interest	Net Revenue Interest	Well Name

EXHIBIT "A"

BIRD CANYON

Lease Number: W-438

Lease Date	Recording Data Book / Page	Lessor	Lessee	Lands Described	Acreage Gross/Net	Lease Working Interest	Net Revenue Interest	Well Name
1-1-78		USA W-61473	Rainbow Resources	T 27 N - R 112 W Sec. 23: S½SE¼	80.00 80.00			--

Assignment Date	Assignment Recorded Book/Page	Assignor	Assignee	Lands Described	Acreage Gross/Net	Lease Working Interest	Net Revenue Interest	Well Name
3-31-78		Apache Corp.	Dome Petroleum Corp.	As Above.	As above.	18.75%		#1-23 Apache Federal

Lease Number: W-458

Lease Date	Recording Data Book / Page	Lessor	Lessee	Lands Described	Acreage Gross/Net	Lease Working Interest	Net Revenue Interest	Well Name
4-1-77		USA W-58384	R. W. Robbins	T 27 N - R 112 W Sec. 23: N½SE¼	80.00 80.00			

Assignment Date	Assignment Recorded Book/Page	Assignor	Assignee	Lands Described	Acreage Gross/Net	Lease Working Interest	Net Revenue Interest	Well Name
6-14-78		Apache Corp.	Dome Petroleum Corp.	As Above.	80.00 80.00	25%		#1-23 Apache Federal

EXHIBIT "A"

BIRD CANYON

Lease Number: W-151

Lease Date	Recording Data Book / Page	Lessor	Lessee	Lands Described	Acreage Gross/Net	Lease Working Interest	Net Revenue Interest	Well Name
6-01-76	54 O&G 368	USA W-54914	Rainbow Resources	T 27 N - R 112 W Sec. 23: NW¼	160.00 160.00			

Assignment Date	Assignment Recorded Book/Page	Assignor	Assignee	Lands Described	Acreage Gross/Net	Lease Working Interest	Net Revenue Interest	Well Name
4-17-78		Apache Corp.	Dome Petroleum Corp.	As above, but only insofar as said rights pertain from the surface of the ground to the stratigraphic equivalent of the total depth drilled in the #2-23 Bird Canyon Federal Well	As Above.	50%		#2-23 Apache Federal

724

Lease Number: W-458

Lease Date	Recording Data Book / Page	Lessor	Lessee	Lands Described	Acreage Gross/Net	Lease Working Interest	Net Revenue Interest	Well Name
4-01-77		USA W-58384	R. W. Robbin	T 27 N - R 112 W	160.00 160.00			

Assignment Date	Assignment Recorded Book/Page	Assignor	Assignee	Lands Described	Acreage Gross/Net	Lease Working Interest	Net Revenue Interest	Well Name
6-14-78		Apache Corp.	Dome Petroleum Corp.	As Above.	160.00 160.00	50%	39.75%	#2-23 Apache Federal

(Covered by 320.00 acre communitization agreement)