[redacted] [redacted] [redacted]

For Recording

EXECUTED IN 125 COUNTERPARTS OF WHICH THIS IS COUNTERPART NO. 105

REQUEST: Utah Power & Light Co.
AT 247 PAGE 1151-1191
FEE $ 47.00 FEE PAID
1981 SEP 28 AM 11:44
OFFICIAL RECORDS
231580
RECORDED BY
WASATCH COUNTY RECORDER
D. A.

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-second Supplemental Indenture

Providing among other things for
First Mortgage Bonds, 9⅛% Series due May 1, 2008

Dated as of May 1, 1978

[illegible]3

1151

June 21 1982 5 PM
BOOK 3 PAGE 1
[illegible] COUNTY CLERK
[illegible] DEPUTY CLERK

354603

Microfilm No.
21 Day June 19 82
At 9:00 O'Clock A. M.
DARLENE M. [illegible]
Fremont County Clerk
Fee $ 44.00 EB Deputy
Recorded At Request Of
Manuel L Merrill

231580

THIRTY-SECOND SUPPLEMENTAL INDENTURE

INDENTURE, dated as of May 1, 1978, 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-second 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-second 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	February 1, 1945
Second Supplemental Indenture	May 1, 1946
Third Supplemental Indenture	April 1, 1948
Fourth Supplemental Indenture	June 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

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
3¼% 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	$ 3,000,000
2⅞% Series due October 1, 1979	3,000,000	3,000,000
2⅞% Series due 1980	8,000,000	8,000,000
3⅜% Series due 1981	9,000,000	9,000,000
3½% Series due 1982	10,000,000	10,000,000

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Series	Principal Amount Issued	Principal Amount Outstanding
3¼% Series due 1984	15,000,000	15,000,000
3⅜% Series due 1985	15,000,000	15,000,000
5¼% Series due 1987	15,000,000	None
4⅜% 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
8¼% Series due April 1, 2006	32,000,000	32,000,000

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

WHEREAS the Maine Company was merged into the Company on August 31, [illegible]; 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

; and

WHEREAS, said Twenty-seventh and Twenty-eighth 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 Twenty-ninth Supplemental Indenture, dated as of March 1, 1977 (which supplemental indenture is hereinafter sometimes called the "Twenty-ninth Supplemental Indenture"); and

WHEREAS, said Twenty-ninth 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	4/18/77	128384	137	117-152	4/18/77	128384	Book 4 of Chattel Mtg. Index
Box Elder	4/18/77	55440H	291	390-423	4/18/77	55441H	Financing Statements
Cache	4/18/77	402093	208	829-862	4/18/77	402094	Book 11 of Chattel Mtg. Index

County	Recorded				Filed as Chattel		
	Date	Entry No.	Book	Page	Date	Entry No.	Book
Carbon	4/18/77	140389	167	820-853	4/18/77	140390	Book 12 of Chattel Mtg Index
Davis	4/18/77	459312	645	29-62	4/18/77	459312	Book 1 of Uniform Comm. Code
Duchesne	4/ 6/77	193101	A-54	283-316	4/ 6/77	193102	Book 4 of Chattel Mtg. Index
Emery	4/12/77	262006	91	130-163	4/12/77	262007	Book 4 of Chattel Mtg Index
Garfield	4/18/77	161187	234	343-376	4/18/77	161188	Book 6 of Chattel Mtg Index
Grand	4/ 7/77	369663	260	409-442	4/ 7/77	369664	Book 1 of Chattel Mtg. Index
Iron	4/18/77	191745	227	160-193	4/18/77	191746	Book 5 of Chattel Mtg. Index
Juab	4/18/77	145776	255	196-230	4/18/77	145777	Chattel Mortgage Index
Kane	4/18/77	30,610	055	461-494	4/18/77	30,611	Book C of Chattel Mtg. Index
Millard	4/18/77	20432	120	744-777	4/18/77	20432	Book 5 of Chattel Mtg. Index
Morgan	4/ 6/77	43207	M-22	362-395	4/ 6/77	43208	Book M-22 of Chattel Mtg. Index
Piute	5/26/77	81981	17	267-300	5/26/77	81982	Book III of Chattel Mtg. Index
Rich	4/ 7/77	E 17,695	U2	481-514	4/ 8/77	44	Book U of Chattel Mtg Index
Salt Lake	5/ 3/77	2939412	4483	930	5/ 3/77	2939413	Book UCC of Chattel Mtg Index
San Juan	4/18/77	1D-8091	576	856-889	4/18/77	1D-8092	Book 576 of Chattel Mtg Index
Sanpete	4/19/77	235765	189	442-475	4/19/77	235766	
Sevier	4/19/77	188088	118	564-597	4/19/77	188089	Book C of Chattel Mtg. Index
Summit	4/18/77	137325	M92	509-542	4/18/77	137326	Book 1 of Chattel Mtg. Index
Tooele	4/18/77	317834	147	790-823	4/18/77	317835	Book H of Chattel Mtg Index
Uintah	4/18/77	154628	223	427-460	4/18/77	154629	Index 5 of Chattel Mtg Index
Utah	4/18/77	11386	—	—	4/18/77	11387	Chattel Mortgage Index
Wasatch	4/18/77	109807	111	304-338	4/18/77	109808	Chattel Mortgage Index
Weber	4/22/77	695729	1173	639-672	4/22/77	695730	Chattel Mortgage Index

Secretary of State of Utah

File No. 588494, Fi[illegible] April 26, 1977, at 2:45 p.m.

1137

COLORADO

County	Date	Entry No.	Book	Page
Delta	4/12/77	363286	455	1481-1514
Gunnison	4/12/77	316286	501	01-34
La Plata	4/12/77	408434	Microfilmed #408434	
Montezuma	4/13/77	320705	477	446-479
Montrose	4/12/77	458104	639	938-971
Ouray	4/12/77	123049	168	225-241
San Miguel	4/12/77	200504	364	143-176

Secretary of State of Colorado

Filed April 13, 1977, in File No. 270346 at 9:00 a. m.

IDAHO

County	Date	Entry No.	Book	Page
Bannock	4/11/77	573846	301	---
Bear Lake	4/11/77	111316	Microfilmed	
Bingham	4/11/77	223588	--	--
Bonneville	4/11/77	514937	--	---
Butte	4/11/77	M 5799	--	M 5799
Caribou	4/11/77	91142	Microfilmed	
Clark	4/11/77	110	Microfilmed #31840	
Franklin	4/11/77	112	Microfilmed	
Fremont	4/11/77	347636	Microfilmed	
Jefferson	4/11/77	185114	-	--
Lemhi	4/11/77	136097	File of Mortgages	
Madison	4/11/77	165924	-	--
Oneida	4/11/77	95984	--	95984
Power	4/11/77	110569	--	Drawer #5
Teton	4/12/77	78696	8	100

Secretary of State of Idaho

Filed April 12, 1977, in File No. A76919 at 10:31 a.m.

NEW MEXICO

County	Date	Entry No.	Book	Page	Date	Entry No.	Book
Bernalillo	—	—	—	—	4/15/77	Vol. 37D	Financing Statement
San Juan	4/19/77	Rec. 22483	786	122	4/19/77	59966	Financing Statement

WYOMING

County	Date	Entry No.	Book	Page
Lincoln	4/11/77	491602	135PR	--
Uinta	4/8/77	303617	174 B	1-33

Secretary of State of Wyoming

Filed April 11, 1977, in File No. 141685 at 12:37 p.m.

; 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 Thirtieth Supplemental Indenture, dated as of September 1, 1977 (which supplemental indenture is hereinafter sometimes referred to as the "Thirtieth Supplemental Indenture"); and

WHEREAS, said Thirtieth 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/	129605	140	406-429	11/ 4/	129605	Book 4 of Chattel Mtg. Index
Box Elder	11/	58916H	297	415-438	11/ 2/7	58917H	Chattel Mortgage Index
Cache	11/	407696	219	862-885	11/ 2/7	407697	Book 11 Chattel Mtg. Index
Carbon	11/11	142815	172	608-631	11/11/7	142816	Book 172 of Records
Davis	12/	477134	675	866-889	11/ 2/	477134	Uniform Commercial Code Ind.
Duchesne	11/	195450	A-57	486-509	11/ 7/	195451	Book 4 of Chattel Mtg. Index
Emery	10/	272387	94	476-499	10/ 7/	272388	Book 94 -- pages 500-523
Garfield	11/	164322	238	877-900	11/ 2/	164323	Book 238 of Mortgage Index
Grand	2/10/	375551	274 275	582-600 1-5	2/10/7	375552	Book 275 Chattel Mtg. Index #1 -- pages 6-29

County	Recorded				Filed as Chattel		
	Date	Entry No.	Book	Page	Date	Entry No.	Book
Iron	11/ 3/77	196065	233	88-111	11/ 3/77	196065	Book 322 of Chattel Mtg. Index
Juab	11 3/77	151421	263	116-140	11/ 3/77	151422	Book 263—page 140
Kane	11 3/77	31819	057	296-319	11/ 3/77	31820	Book C of Chattel Mtg. Index
Millard	11/ 2/77	22833	124	243-266 267-290	11/ 2/77	22834	Book 5 of Chattel Mtg. Index
Morgan	10/ 7/77	43846	M-24	207-230	10/ 7/77	43847	Book M-24 of Chattel Mtg. Index
Piute	11/ 2/77	82401	17 of Mtgs.	453-500	11/ 2/77	82402	Book 17 of Mortgages
Rich	11/ 7/77	F18, 371	X2	364-387	11/ 7/77		Book X2 - page 364
Salt Lake	11/ 2/77	3018071	4573	367-390	11/ 2/77	3018072	Book 4573—pages 392-415
San Juan	11/ 2/77	1E-59	583	886-909	11/ 2/77	1E-60	Chattel Mortgage Index
Sanpete	11/ 2/77	238023	192	897-920	11/ 2/77	238024	Book 192-Chattel Mtg. Index
Sevier	12/16/77	191151	125	158-181	12/16/77	191152	Book C of Chattel Mtg. Index
Summit	11/ 3/77	141870	M103	348-371	11/ 3/77	141871	Book 1—Chattel Mtg. Index
Tooele	2/16/78	322878	156	776-799	2/16/78	322879	Book H of Chattel Mtg. Index Book 156—pages 800-823
Uintah	11/ 2/77	159921	229	771-795	11/ 2/77	159920	Book 229—Chattel Mtg. Index
Utah	1/10/78	1114	1612	554-577	1/10/78	1115	Book 1612—pages 530-553
Wasatch	11/ 2/77	111418	114	717-741	11/ 2/77	111419	Chattel Mortgage Index
Weber	2/17/78	728836	1226	67-90	2/17/78	1226	Mortgage Index—pages 91-114

Secretary of State of Utah

Filed October 4, 1977, as Entry No. 615517 at 11:38 a.m.

COLORADO

County	Date	Entry No.	Book	Page
Delta	10/14/77	366931	458	1693-1716
Gunnison	10/14/77	321146	507	738-761
La Plata	10/14/77	413843	Microfilmed #408434	
Montezuma	10/17/77	326027	484	165-188
Montrose	10/14/77	464959	647	645-668
Ouray	10/14/77	123888	168	258-269
San Miguel	10/14/77	204112	368	397-420

Secretary of State of Colorado

Filed October 17, 1977, in File No. 290954 at 11:45 a.m.

IDAHO

County	Date	Entry No.	Book	Page
Bannock	10/14/77	586096	309	
Bear Lake	10/14/77	113419	58 of Mortgages	
Bingham	10/14/77	230731	—	
Bonneville	10/14/77	527025	—	
Butte	10/14/77	M6257	—	M6257
Caribou	10/14/77	93525	Microfilmed	
Clark	10/17/77	32260	Microfilmed	
Franklin	10/14/77	144065	Microfilmed	
Fremont	10/14/77	350645	Microfilmed	
Jefferson	10/14/77	188517	—	
Lemhi	10/17/77	138265	File of Mortgages	
Madison	10/14/77	169356	169356	
Oneida	10/14/77	96659	Film Files	
Power	10/14/77	112147	—	Drawer #3
Teton	10/17/77	79888	Microfilmed	

Secretary of State of Idaho

Filed October 20, 1977 in File No. A84356 at 9:48 a.m.

NEW MEXICO

County	Date	Entry No.	Book	Page	Date	Entry No.	Book
Bernalillo					10/18/77	908	Financing Statement
San Juan	10/18/77	23076	798	350	10/18/77	906	Financing Statement

WYOMING

County	Date	Entry No.	Book	Page
Lincoln	10/12/77	499445	140PR	344-367
Uinta	10/12/77	309929	174-B	1-23

Secretary of State of Wyoming

Filed October 12, 1977, in File No. 145379 at 1:14 p.m.

; 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 such 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-first Supplemental Indenture, dated as of April 1, 1978 (which supplemental indenture is hereinafter sometimes called the "Thirty-first Supplemental Indenture"); and

WHEREAS, said Thirty-first 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 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

which bonds are also sometimes called bonds of the Twenty-seventh through Thirty-first 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 reserved 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 counties 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 a 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-second Supplemental Indenture, and the terms of bonds of the Thirty-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 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, releases, 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 the 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 as 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-second 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 property 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-second 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-second Series of Bonds

SECTION 1. (I) There shall be a series of bonds designated "9⅛% Series due May 1, 2008" (herein sometimes referred to as the "Thirty-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 Article I specified. Bonds of the Thirty-second Series shall be dated as in Section 10 of the Mortgage provided; shall mature on May 1, 2008; shall be issued as fully registered bonds in denominations of One Thousand Dollars and in any multiple or multiples of One Thousand Dollars; shall bear interest at the rate of 9⅛% per annum, payable semiannually on November 1 and May 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) Bonds of the Thirty-second Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice as provided in Section 62 of the Mortgage, mailed at least 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 PRICE

If redeemed during the 12 months period ending April 30,

1979	109.13%	1989	105.98%	1999	102.84%
1980	108.82%	1990	105.67%	2000	102.52%
1981	108.50%	1991	105.35%	2001	102.21%
1982	108.19%	1992	105.04%	2002	101.89%
1983	107.87%	1993	104.72%	2003	101.58%
1984	107.56%	1994	104.41%	2004	101.26%
1985	107.24%	1995	104.10%	2005	100.95%
1986	106.93%	1996	103.78%	2006	100.63%
1987	106.61%	1997	103.47%	2007	100.32%
1988	106.30%	1998	103.15%	2008	100.00%

in each case together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirty-second Series shall be redeemed at the applicable general redemption prices prior to May 1, 1983, if such redemption is for the purpose or in anticipation of refunding such bonds through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 9.1707% per annum. In the case of any redemption pursuant to this Section 1 (II) prior to May 1, 1983, the Company will deliver to the Corporate Trustee at the time of the deposit of any moneys for such redemption an Officers' Certificate stating that said redemption will comply with the limitations set forth in the proviso of the immediately preceding sentence.

(III) Bonds of the Thirty-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 delivered to or deposited with or received by the Corporate Trustee pursuant to the provisions of Section 39 or Section 56 or Section 74 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture) at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending April 30,

1979	100.00%	1989	100.00%	1999	100.00%
1980	100.00%	1990	100.00%	2000	100.00%
1981	100.00%	1991	100.00%	2001	100.00%
1982	100.00%	1992	100.00%	2002	100.00%
1983	100.00%	1993	100.00%	2003	100.00%
1984	100.00%	1994	100.00%	2004	100.00%
1985	100.00%	1995	100.00%	2005	100.00%
1986	100.00%	1996	100.00%	2006	100.00%
1987	100.00%	1997	100.00%	2007	100.00%
1988	100.00%	1998	100.00%	2008	100.00%

in each case together with accrued interest to the date fixed for redemption.

(IV) At the option of the registered owner, any bonds of the Thirty-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, 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-second 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 any exchange or transfer of bonds of the Thirty-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 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Thirty-second Series.

Upon the delivery of this Thirty-second 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-second Series for the aggregate principal amount of $50,000,000.

ARTICLE II

Maintenance and Replacement Provisions—Net Earning Certificate—Dividend Covenant

SECTION 1. Section 4 of the Twenty-second Supplemental Indenture is hereby amended to insert the words "and so long as any bonds of the Thirty-second Series shall remain Outstanding, unless also waived in writing by the holders of 60% in principal amount of the bonds of the Thirty second Series Outstanding at the time of such consent," after the words "unless waived in writing by the holders of 60% in principal amount of the bonds of the Thirtieth Series Outstanding at the time of such consent" each time such words appear in said Section 4.

ARTICLE III

Miscellaneous Provisions

SECTION 3. Subject to any amendments provided for in this Thirty-second Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Thirty-second Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 4. 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-second 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-second 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-second Supplemental Indenture.

SECTION 5. Whenever in this Thirty-second 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-second Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or any 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 6. Nothing in this Thirty-second 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-second Supplemen-

tal Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-second 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 7. This Thirty-second 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) *Gadsby Steam Electric Plant,* (Item (1) of Paragraph One of Twenty-second Supplemental Indenture).

Additional Land:

Lot 3, NE 1/4 of the SW 1/4 Section 18, T. 19S., R. 1E., S.L.M. also beginning at the Southeast corner of Lot 4 Section 18, T. 19S., R. 8 E., S.L.M., thence North 80 rods, thence West 80 rods, thence South 22 rods, thence Southeasterly 77 rods, more or less, thence East 33

rods to the point of beginning. Beginning at the Northeast corner of the SE 1/4 of the SW 1/4 of Section 18, T. 19S., R. 8 E., S.L.M., thence South 478 feet, thence S.51°47′W. 432 feet, thence N. 38°03′W. 25 feet, thence S.51°47′W. 966 feet, more or less, thence West 200 feet, more or less, thence North 80 rods, thence East 80 rods to the point of beginning, except land deeded to Utah State Road Commission.

Also the NW 1/4 of the SE 1/4 of Section 18, T. 19 S., R. 8 E., S.L.M., together with 150 shares of Ferron Canal & Reservoir Company Stock, being land acquired by deed dated May 21, 1976 and recorded June 8, 1976 in Book 86, Page 679 in the records of the County Recorder of Emery County, Utah.

2. The S 1/2 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 23, T. 19 S., R. 7 E., S.L.M., being land acquired by deed dated June 24, 1976 and recorded August 19, 1976 in Book 87, Page 627 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 State of Utah:

(1) *Morton Court 46 KV Switchrack* in Salt Lake County, Utah additional land described as follows: Commencing at the Northeast corner of Lot 6, Block 18, Plat A, Salt Lake City Survey, thence West 2.5 rods, thence South 10 rods, thence East 2.5 rods, thence North 10 rods to beginning, being land acquired by deed dated June [illegible] 1977 and recorded June 16, 1977 in Book 4504, Page 624 in the records [illegible] County Recorder of said County.

Beginning at the northeast corner of Lot 5, Block [illegible], Plat "A", Salt Lake City Survey, thence South 10 rods, thence West [illegible] rods, thence North 2.5 rods, thence West one rod, thence North 7.5 rods, thence East 4 rods to the point of beginning, being land acquired by deed dated March 21, 1977 and recorded April 1, 1977, in Book 4469, Page 299 [illegible] the records of the County Recorder of said County.

(2) *Butlerville 46 KV Substation,* in Salt Lake County, Utah, additional land described as follows: Beginning 33 feet north and [illegible] feet east from the south quarter corner of Section 22, T. 2 S., R. 1 E., S.L.B.&M., thence East 112.5 feet, thence North 266 feet, thence West 112.5 feet, thence South 266 feet to the point of beginning, being land acquired by deed dated January 28, 1976 and recorded January 28, 1976 in Book 4090, Page 44 [illegible] 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 agreements, 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 and Idaho:

In the State of Utah

(1) *Helper-Braztah Transmission Line,* a 46 KV, suspension type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from the Company's Helper Substation in a northerly direction to the customers Substation.

(2) *Terminal-Ninety South Transmission Line,* a 345 KV, suspension type insulator, double circuit, single steel pole type transmission line in Salt Lake County, Utah, extending from the Company's Terminal Substation in a southeasterly direction to the Company's Ninety South Substation.

(3) *Pinto Substation Tap,* a 345 KV, suspension type insulator, single circuit, double wood pole type transmission line in San Juan County, Utah, extending from the Company's Camp Williams-Four Corners 345 KV transmission line, in a westerly direction to the Company's Pinto Substation.

(4) *Ninety South-Oquirrh Transmission Line,* a 138 KV, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Ninety South Substation in a westerly direction to the Company's Oquirrh Substation.

(5) *Morton Court-6th South Transmission Line,* a 46 KV, post type insulator, single circuit, single wood pole type transmission line in Salt Lake

County, Utah, extending from the Company's Morton Court Switchrack in a northwesterly direction to the Company's 6th South Substation.

(6) *Terminal Helper 138 KV Line Spanish Fork Sub Tap*, a 138 KV suspension type insulator, single circuit, single steel pole type transmission line in Utah County, Utah, extending from the Company's Terminal—Helper 138 KV line in an easterly direction to the Company's Spanish Fork Substation.

In the State of Idaho

(7) *Treasureton-Franklin Transmission Line*, a 138 KV, suspension type insulator, single circuit, single wood pole "H" type and double wood pole "H" type transmission line in Franklin County, Idaho, extending from the Company's Treasureton Substation in a southeasterly direction to the Company's Preston Substation.

(8) *Osgood-Ucon Transmission Line*, a 69 KV, suspension type insulator, single circuit, single wood pole type transmission line in Bonneville County, Idaho, extending from the Company's Osgood Substation in an easterly direction to the Company's Ucon 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 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 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.

(1) *Riverside Microwave Station,* situated in Box Elder County, Utah, located on land described as follows:

Beginning 1,860 feet south and 1,020 feet west, more or less, from the north quarter corner of Section 15, T. 12 N., R. 3 W., S.L.M., thence South 100 feet, thence West 100 feet, thence North 100 feet, thence East 100 feet to the point of beginning, being that acquired by deed dated May 20, 1977 and recorded July 7, 1977 in Book 294, Page 160 in the records of the County Recorder of said County.

Also, all extensions, 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:

Coal Leases

(1) The assignments of the federal coal leases from Peabody Coal Company to Utah Power & Light Company for the Wilberg and Deer Creek Coal Mines are as follows:

1. Department of the Interior Grant, Serial No. SL-070645, U-02292, issued April 1, 1952, expires April 1, 1972.

2. Department of the Interior Grant, Serial No. U-040151, issued March 1, 1962, expires March 1, 1982.

3. Department of the Interior Grant, Serial No. U-044025, issued August 1, 1960, expires August 1, 1980.

4. Department of the Interior Grant, Serial No. U-083066, issued March 1, 1962, expires March 1, 1982.

5. Department of the Interior Grant, Serial No. U-084923, issued August 1, 1964, expires August 1, 1984.

6. Department of the Interior Grant, Serial No. U-084924, issued August 1, 1964, expires August 1, 1984.

7. Department of the Interior Grant, Serial No. SL-064607, SL-064621, issued March 1, 1952, expires March 1, 1972.

8. Department of the Interior Grant, Serial No. SL-064900, issued February 3, 1965, expires February 3, 1985.

9. Department of the Interior Grant, Serial No. SL-066116, issued June 1, 1955, expires June 1, 1975.

10. Department of the Interior Grant, Serial No. U-1358, issued August 1, 1967, expires August 1, 1987.

Transmission, Distribution and Telephone Lines

(1) *Wheelon-American Falls 138 KV Line,* Department of the Interior Grant, Serial No I-11990, issued July 8, 1977, expires July 7, 2007.

(2) *Soda-Alexander 12.5 KV Line,* Department of the Interior Grant, Serial No. I-9034, issued April 18, 1977, expires April 17, 2007.

(3) *Rigby-Roberts 69 KV Line,* Department of the Interior Grant, Serial No. I-9939, issued July 2, 1976, expires July 1, 2026.

(4) *Tanner 7.2 KV Line*, Department of the Interior Grant, Serial No. U-34623, issued April 13, 1977, expires April 12, 2007.

(5) *Naughton Ben Lomond 345 KV Line*, Department of the Interior Grant, Serial No. W-39815, issued March 24, 1977 expires March 23, 2007.

(6) *Naughton-Ben Lomond 345 KV Line*, Department of the Interior Grant, Serial No. U-22981, issued March 8, 1977 expires March 7, 2007.

(7) *Helper-Thompson 46 KV Line & Stuart side 46 KV Tap Line*, Department of the Interior Grant, Serial No. U-21[illegible]2, issued April 6, 1977, expires April 6, 2007.

(8) *Sewer Line and Absorption Field*, Department of the Interior Grant, Serial No. U-37641, issued August 31, 1977, expires August 30, 2007.

(9) *Emery Plant-Emery 138 KV Line*, Department of the Interior Grant, Serial No. U-36072, issued August 30, 1977 expires August 29, 2007.

(10) *Emery-Sigurd 345 KV Line*, Department of the Interior Grant, Serial No. U-36469, issued August 30, 1977, expires August 29, 2007.

(11) *Lower Wilberg Mine 69 KV Line*, Department of the Interior Grant, Serial No. U-38063, issued August 30, 1977 expires August 29, 2007.

(12) *Conveyor Belt and Stockpile Storage Yard*, Department of the Interior Grant, Serial No. U-37642, issued August 31, 1977, expires August 30, 2007.

(13) *Doctor Burns 12.5 KV Line*, Department of the Interior Grant, Serial No. U-32415, issued August 18, 1977, expires August 17, 2007.

(14) *Huntington-Spanish Fork 345 KV Line*, Department of the Interior Grant, Serial No. U-31815, issued August 30, 1977, expires August 29, 2007.

(15) *Camp Williams-Sigurd No. 2 345 KV Line*, Department of the Interior Grant, Serial No. U-36797, issued October 20, 1977, expires October 19, 2007.

(16) *Camp Williams-Spanish Fork 345 KV Line*, Department of the Interior Grant, Serial No. U-37638, issued October 20, 1977, expires October 19, 2007.

(17) *State Road Rest Area 12.5 KV Line,* Department of the Interior Grant, Serial No. U-36133, issued December 5, 1977, expires December 4, 2007.

(18) *David Carberry 12.5 KV Line,* Department of the Interior Grant, Serial No. U-36651, issued December 5, 1977, expires December 4, 2007.

(19) *Watkins 12.5 KV Line,* Department of the Interior Grant, Serial No. U-37640, issued December 16, 1977, expires December 15, 2007.

(20) *Terminal-Magnesium 138 KV Line,* Department of the Interior Grant, Serial No. U-14158, issued December 29, 1977, expires December 28, 2007.

(21) *Terminal International 46 KV Line, Lake Point-Jensen Section,* Department of the Interior Grant, Serial No. U-19634, issued December 28, 1977, expires December 27, 2007.

(22) *M 4 Ranch 14.4/24.9 KV Line,* Department of the Interior Grant, Serial No. U-048144, issued April 19, 1961, expires April 18, 2011.

(23) *El Paso Gas Pumping Station 14.4 KV Line,* Department of the Interior Grant, Serial No. U-0107416, issued May 20, 1964, expires May 19, 2014.

(24) *Interstate 70 Interchange 14.4/24.9 KV Line,* Department of the Interior Grant, Serial No. U-0128685, issued July 9, 1964, expires July 8, 2014.

(25) *Reno-Amps 69 KV Line,* Department of the Interior Grant, Serial No. I-13926, issued March 9, 1978, expires March 8, 2008.

(26) *Goshen-Bonneville 161 KV Line,* Department of the Interior Grant, Serial No. I-12270, issued June 11, 1976, expires June 10, 2006.

(27) *Grace-Soda 138 KV Line,* Department of the Interior Grant, Serial No. I-4726, issued February 17, 1978, expires February 16, 2008.

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 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 State of Utah, Idaho and Wyoming.

Also all other franchises, certificates, licenses, privileges, permits, grants, and consents owned by the Company concerning 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 the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof.

[redacted]

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:

UNIMPROVED (UTAH)

(1) *Terminal-Ninety South Transmission Line Corridor,* several tracts of additional land in Salt Lake County, Utah, described as follows:

1. Lot 15, Amended Plat Hillsdale No. 8, Plat "D" Subdivision, being land acquired by deed dated August 30, 1976 and recorded September 3, 1976 in Book 4324, Page 394 in the records of the County Recorder of said County.

2. Lot 18, Amended Plat Hillsdale No. 8, Plat "D" Subdivision, being land acquired by deed dated September 16, 1976 and recorded December 3, 1976 in Book 4422, Page 111 in the records of the County Recorder of said County.

3. Lot 17, Amended Plat Hillsdale No. 8, Plat "D" Subdivision, being land acquired by deed dated August 30, 1976 and recorded September 3, 1976 in Book 4324, Page 393 in the records of the County Recorder of said County.

4. Lot 19, Amended Plat Hillsdale No. 8, Plat "D" Subdivision, being land acquired by deed dated June 9, 1977 and recorded July 14, 1977, in Book 4517, Page 1005 in the records of the County Recorder of said County.

(2) *Ninety South-Camp Williams Transmission Line Corridor,* (relocated) several tracts of additional land in Salt Lake County, Utah, described as follows:

1. Beginning 183.7 feet north from the southwest corner of the SE ¼ of the SE ¼ of Section 11, T. 4 S., R. 1 W., S.L.M., thence N.89°49'02"E. 106.12 feet, thence N.2°41'28"W. 1,130.85 feet, thence West 53.02 feet, thence South 1,129 94 feet to the point of beginning,

being land acquired by deed dated July 15, 1976 and recorded September 17, 1976 in Book 4339, Page 137 in the records of the County Recorder of said County.

2. Beginning 660.0 feet north and 1,783.2 feet west from the southeast corner of Section 13, T. 3 S., R. 1 W., S.L.M., thence West 1,073.32 feet, thence N.5°22'E. 215.57 feet, thence East 1,014.03 feet, thence S.10°20'E. 218.16 feet to the point of beginning, being land acquired by deed dated July 21, 1975 and recorded September 25, 1975 in Book 3979, Page 423 in the records of the County Recorder of said County.

3. Beginning 662.4 feet east from the center of Section 24, T. 3 S., R. 1 W. S.L.M., said point also being 1,993 feet west from the east quarter corner of said Section 24, thence East 194.5 feet, thence N.10°02"W. 1,331.16 feet, thence West 194.01 feet, thence South 1,330.0 feet to the point of beginning, being land acquired by deed dated March 31, 1976 and recorded April 1, 1976 in Book 4153, Page 11[illegible], the records of the County Recorder of said County.

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

DAVIS COUNTY:

1. Beginning 1,211 feet south, more or less, from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M. thence South 267.8 feet, thence N.36°41'W. 491 feet, more or less, thence North 267.8 feet, thence S.36°41'E. 491 feet, more or less, to the point of beginning.

Beginning 1,485.13 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence West 293.33 feet, thence N.[illegible] 399.95 feet, thence S.36°41'E. 491.02 feet, thence South 6.17 feet to the point of beginning, being land acquired by deed dated August 5, 1976 and recorded August 13, 1976 in Book 3612, Page 697 in the records of the County Recorder of said County.

2. Beginning 2,289.4 feet south and 1,835.5 feet west from the northeast corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence S.36°41'E. 436.81 feet, thence West 199.54 feet, thence N.36°41'W. 436.81 feet, thence East 199.54 feet to the point of beginning.

Beginning 2,289.3 feet south and 2,646.8 feet west from the northeast corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence South 350.25 feet, thence East 873.84 feet, thence N.36°41'W. 436.81 feet, thence West 611.73 feet to the point of beginning, being land acquired by deed dated June 22, 1977 and recorded July 20, 1977 in Book 659, Page 855 in the records of the County Recorder of said County.

3. Beginning 1,593 feet south and 73.45 feet east from the north quarter corner of Section 14, T. 4 N. R. 2 W., S.L.M., thence S.36°41'E. 430.63 feet, thence East 198.85 feet, thence N.36°41'W. 430.63 feet, thence West 198.85 feet to the point of beginning.

Beginning 1,593 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence East 73.45 feet, thence S.36°41'E. 430.63 feet, thence West 330.23 feet, thence North 346.5 feet to the point of beginning, being land acquired by deed dated June 18, 1976 and recorded July 9, 1976 in Book 608, Page 338 in the records of the County Recorder of said County.

4. Beginning 1939.5 feet south and 330.23 feet east from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence S.36°41'E. 435.28 feet, thence East 198.85 feet, thence N.36°41'W. 435.28 feet, thence West 198.85 feet to the point of beginning.

Beginning 1939.5 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence East 330.23 feet, thence S.36°41'E. 435.28 feet, thence West 589.79 feet, thence North 350.25 feet to the point of beginning, being land acquired by deed dated August 18, 1976 and recorded September 8, 1976 in Book 615, Page 710 in the records of the County Recorder of said County.

5. Beginning 1493.5 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence S.36°41'E., 123.18 feet, thence East 198.85 feet, thence N.36°41'W. 439.93 feet, thence West 9.97 feet, thence South 254.88 feet to the point of beginning.

Beginning 1493.5 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence S.36°41'E. 123.18 feet, thence West 73.45 feet, thence North 99.12 feet to the point of beginning, being land acquired by deed dated June 18, 1976 and

recorded July 9, 1976 in Book 608, Page 340 in the records of the County Recorder of said County.

6 Beginning 1211 feet south, more or less, from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence South 267.8 feet, thence N.36°41'W. 491 feet, more or less, thence North 267.8 feet, thence S.36°41'E. 491 feet, more or less, to the point of beginning.

Beginning 1485.13 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence West 293.33 feet, thence North 399.95 feet, thence S.36°41'E. 491.02 feet, thence South 6.17 feet to the point of beginning, being land acquired by deed dated August 5, 1976 and recorded August 13, 1976 in Book 612, Page 697 in the records of the County Recorder of said County.

WEBER COUNTY:

7 Beginning 2019.9 feet south and 486 feet west from the north quarter corner of Section 34, T. 7 N., R. 2 W., S.L.M., thence South 1314 feet, thence West 113 feet, thence N.0°08'W. 1314 feet, thence East 121 feet to the point of beginning, being land acquired by deed dated March 7, 1977 and recorded March 9, 1977 in Book 1166, Page 772 in the records of the County Recorder of said County

8 Beginning 990 feet west from the north quarter corner of Section 15, T. 5 N., R. 2 W., S.L.M., thence South 637 feet, thence East 98.93 feet, thence N.0°08'E. 637 feet, thence West 98.40 feet to the point of beginning, being land acquired by deed dated March 16, 1977 and recorded March 21, 1977 in Book 1168, Page 300 in the records of the County Recorder of said County.

Beginning 1148.7 feet north and 888.9 feet west from the south quarter corner of Section 15, T. 5 N., R. 2 W., S.L.M., thence S.8°30'W. 160 feet, thence N.0°08'E. 170.2 feet, thence East 160 feet, thence S.0°08'W. 170.42 feet to the point of beginning being land acquired by deed dated November 24, 1976 and recorded November 30, 1976 in Book 1152, Page 612 in the records of the County Recorder of said County.

Beginning 671.2 feet north, and 894 feet west from the south quarter corner of Section 15, T. 5 N., R. 2 W., S.L.M., thence

S.89°39′42″W. 160.01 feet, thence N.0°08′E. 148.89 feet, thence N. 89° 53′30″E. 160 feet, thence S.0°08′W. 148.25 feet to the point of beginning, being land acquired by deed dated September 22, 1976 and recorded September 22, 1976 in Book 1143, Page 178 in the records of the County Recorder of said County.

11. Beginning 819.5 feet north and 889.7 feet west from the south quarter corner of Section 15, T. 5 N., R. 2 W., S.L.M., thence S.89°53′30″W. 160 feet, thence N.0°08′E. 329.26 feet, thence N.89°53′30″E. 160 feet, thence S.0°08′W. 329.26 feet to the point of beginning, being land acquired by deed dated September 2, 1976 and recorded September 3, 1976 in Book 1141, Page 195 in the records of the County Recorder of said County.

12. Beginning 990 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence South 660 feet, thence West 70 feet, thence North 660 feet, thence East 70 feet to the point of beginning, being land acquired by deed dated October 4, 1976 and recorded October 13, 1976 in Book 1145, Page 862 in the records of the County Recorder of said County.

13. Beginning 699 feet west from the northeast corner of the southwest quarter of Section 3, T. 5 N., R. 2 W., S.L.M., thence South 1320 feet, thence West 320 feet, thence North 1320 feet, thence East 320 feet to the point of beginning, being land acquired by deed dated March 26, 1976 and recorded April 6, 1976 in Book 1121, Page 567 in the records of the County Recorder of said County.

14. Beginning 2141 feet north and 1036.77 feet west from the south quarter corner of Section 10, T. 5 N., R. 2 W., S.L.M., thence East 361.27 feet, thence North 150 feet, thence West 219.50 feet, thence S.43°23′W. 206.40 feet to the point of beginning, being land acquired by deed dated February 25, 1976 and recorded August 10, 1976 in Book 1137, Page 754 in the records of the County Recorder of said County.

15. Beginning 1690.34 feet south and 745.52 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence S.89°51′W. 310.0 feet, thence S.0°08′W. 215.91 feet, thence N.89°51′E. 310.0 feet, thence N.0°08′E. 215.91 feet to the point of

beginning, being land acquired by deed dated January 20, 1976 and recorded January 23, 1976 in Book 1112, Page 490 in the records of the County Recorder of said County.

16. Beginning 2170.77 feet south and 736.64 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence S.89°51'W. 310.0 feet, thence S.0°08'W. 110.0 feet, thence N.89°51'E. 310.0 feet, thence N.0°08'E. 110.0 feet to the point of beginning, being land acquired by deed dated January 20, 1976 and recorded January 23, 1976 in Book 1112, Page 494 in the records of the County Recorder of said County.

17. Beginning 1684.44 feet south and 745.51 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence S.89°51'W. 310.0 feet, thence S.0°08'W. 5.9 feet, thence N.89°51'E. 310.0 feet, thence N.0°08'E. 5.9 feet to the point of beginning.

Beginning 1906.25 feet south and 746.02 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence S.89°51'W. 310.0 feet, thence S.0°08'W. 264.52 feet, thence N.89°51'E. 310.0 feet, thence N.0°08'E. 264.52 feet to the point of beginning, being land acquired by deed dated January 20, 1976 and recorded January 23, 1976 in Book 1112, Page 491 in the records of the County Recorder of said County.

18. Beginning 880 feet north and 1002.47 feet west from the southeast corner of the northwest quarter of Section 15, T. 5 N., R. 2 W., S.L.M., thence South 847 feet, more or less, thence West 47 feet, more or less, thence N.0°08'E. 848 feet, more or less, thence East 45 feet, more or less, to the point of beginning, being land acquired by deed dated January 20, 1976 and recorded February 27, 1976 in Book 1116 Page 408 in the records of the County Recorder of said County.

Beginning 1340 feet south and 128[illegible] feet east, more or less, from the northwest corner of Section 27, T. [illegible] N., R. 2 W., S.L.M., thence Northeasterly 1260.63 feet, thence N.12°57'E. 1272.39 feet, thence West 512.16 feet to the point of beginning.

Beginning 1648 feet east, more or less, from the northwest corner of Section 27, T. 7 N., R. 2 W., S.L.M., thence N.12°57'E. 1271.84 feet,

thence West 164.18 feet, thence N.12°57′W. 1272.39 feet, thence Northeasterly 101.4 feet, thence S.88°43′E. 123.67 feet to the point of beginning, being land acquired by deed dated May 25, 1976 and recorded August 9, 1976 in Book 1137, Page 650 in the records of the County Recorder of said County.

Beginning 2278 feet south and 746.9 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence S.0°08′W. 363 feet, thence West 310 feet, thence N.0°08′E. 363 feet, thence East 310 feet to the point of beginning, being land acquired by deed dated January 18, 1978 and recorded January 24, 1978 in Book 1221, Page 825 in the records of the County Recorder of said County.

Beginning 701.3 feet north and 456.9 feet west from the south quarter corner of Section 27, T. 7 N., R. 2 W., S.L.M., thence North 756.20 feet, thence West 161.87 feet, thence South 90.75 feet, thence West 12.30 feet, thence S.0°31′E. 665.47 feet, thence East 162.16 feet to the point of beginning, being land acquired by deed dated January 19, 1978 and recorded January 24, 1978 in Book 1221, Page 823 in the records of the County Recorder of said County.

20. Beginning 381.4 feet west from the southeast corner of the northwest quarter of Section 22, T. 6 N. R. 2 W., S.L.M., thence North 805 feet, thence West 62.51 feet, thence South 804.99 feet, thence East 56 feet to the point of beginning.

Beginning 437.4 feet west from the southeast corner of the northwest quarter of Section 22, T. 6 N., R. 2 W., S.L.M., thence North 804.99 feet, thence West 310.01 feet, thence South 804.82 feet, thence East 310.01 feet to the point of beginning, being land acquired by deed dated September 13, 1976 and recorded October 8, 1976 in Book 1145, Pages 439 and 440 in the records of the County Recorder of said County.

(4) *Huntington-Sigurd Transmission Line Corridor*, two tracts of additional land in Sevier County, Utah, described as follows:

1. Beginning 2,666.7 feet south and 147.1 feet west from the north quarter corner of Section 13, T. 22 S., R. 2 W., S.L.M., thence West 377.55 feet, thence S. 23°58′W. 1,444.55 feet, thence East 377.55 feet,

thence N.23°58'E. 1,444.55 feet to the point of beginning, being land acquired by deed dated February 24, 1976 and recorded July 30, 1976 in Book 112, Page 195 in the records of the County Recorder of said County.

2. Beginning 995.5 feet east from the southwest corner of Section 13, T. 22 S., R. 2 W., S.L.M., thence N.23°58'E. 650.05 feet, thence East 60.44 feet, thence North 66 feet, thence East 346.45 feet, thence S.23°58'W. 722.27 feet, thence West 377.5 feet to the point of beginning, being land acquired by correction deed dated March 30, 1976 and recorded March 30, 1976 in Book 109, Page 186 in the records of the County Recorder of said County.

(5) *Huntington-Sigurd Transmission Line Emery Plant Corridor,* a tract of additional land in Emery County, Utah described as follows:

Beginning 1,355 feet north and 1,[illegible] feet east, more or less, from the south quarter corner of Section 10, T. 19 S., R. 8 E., S.L.M., thence East 753 feet, thence South 500 feet, thence West 753 feet, thence North 500 feet to the point of beginning, being land acquired by deed dated August 31, 1976 and recorded September 29, 1976 in Book 88, Page 343 in the records of the County Recorder of said County.

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

1. Beginning 406.04 feet south and 81[illegible]0 feet east from the west quarter corner of Section 12, T. 7 S., R. 2 E., S.L.M., thence S.42°29'E. 60[illegible]0 feet, thence S.88°37'W. 59.69 feet, thence N.42°43'W. 515.75 feet, thence N.0°37'E. 68.91 feet to the point of beginning, being land acquired by deed dated September 17, 19[illegible] and recorded September 17, 1976 in Book 1500, Page 221 in the records of the County Recorder of said County.

Lot 21, Plat "A", Veda Village Subdivision, being land acquired by deed dated March 9, 1977 and recorded March 18, 1977 in Book [illegible], Page 680 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 660 feet south and 1,584 feet west from the northeast corner of Section 9, T. 1 S., R. 1 W., S.L.M., thence North 33.80 feet, thence S.73°50'E. (S.74°10'E. Railroad Bearing) 121.39 feet, thence West 116.59 feet to the point of beginning, being land acquired by deed dated July 20, 1977 and recorded August 25, 1977 in Book 4538, Page 1067 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.

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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:

.....

.....

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS CORPORATE TRUSTEE

By .....
Trust Officer

Attest:

.....
Assistant Secretary

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

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

.....

.....

[redacted]

STATE OF UTAH
COUNTY OF SALT LAKE } ss.:

On this 24th day of May, 1978, 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 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 April 10, 1981
Residing in Salt Lake City, Utah

1132

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

On this 19th day of May, 1978, before me MAUREEN McSHANE, a Notary Public in and for the State of New York, County of New York, personally appeared D. G. HOPE and JOHN W. COLE, 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 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 JOHN W. COLE resides at Staten Island, New York 10312; 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.

MAUREEN McSHANE
NOTARY PUBLIC, State of New York
No. 24-4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1979

[redacted]

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

On this 19th day of May, 1978, before me MAURLEN MCSHANE, 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.

231580

MAUREEN McSHANE
NOTARY PUBLIC, State of New York
No. 24-4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1979

RECORDED AT 145 IN BOOK 129 OF MISCELLANEOUS RECORDS

STATE OF WYOMING
FILED
10:00 AM
JAN 05 1982
188361
THYRA THOMSON
SECRETARY OF STATE

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-third Supplemental Indenture

Providing among other things for
First Mortgage Bonds, 10⅛% Series due April 1, 2009

Dated as of April 1, 1979

June 21 82 8:30 AM
4/5
84-23 Lucia Yuko Blaney

THIRTY-THIRD SUPPLEMENTAL INDENTURE

INDENTURE, dated as of April 1, 1979, 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-third 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-third 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

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	$ 3,000,000
2⅞% Series due October 1, 1979	3,000,000	3,000,000
2⅞% Series due 1980	8,000,000	8,000,000
3⅝% Series due 1981	9,000,000	9,000,000
3½% Series due 1982	10,000,000	10,000,000

Series	Principal Amount Issued	Principal Amount Outstanding
3¼% Series due 1984	15,000,000	15,000,000
3⅜% 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
4⅜% 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 Trustee a Twenty-sixth Supplemental Indenture, dated as of August 1, 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

; and

WHEREAS, said Twenty-seventh through Thirtieth 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-first Supplemental Indenture, dated as of April 1, 1978 (which supplemental indenture is hereinafter sometimes called the "Thirty-first Supplemental Indenture"); and

WHEREAS, said Thirty-first 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	5/15/78	130808	144	344-362	5/15/78	130808	Book 4 at pages 344-362
Box Elder	5/16/78	63309H	305	809-827	5/16/78	63310H	Book 305 at pages 809-827
Cache	5/17/78	413282	230	665-683	5/17/78	413283	Book 230 at pages 684-702

County	Recorded				Filed as Chattel		
	Date	Entry No.	Book	Page	Date	Entry No.	Book
Carbon	5/15/78	145376	178	165-183	5/15/78	145375	Book 178 at pages 146-164
Davis	5/16/78	495949	707	824-842	5/16/78	495949	Universal Com. Code Index
Duchesne	5/8/78	197696	A-60	848 866	5/8/78	197697	Book 4 of Chattel Mtg. Index
Emery	5/5/78	276163	98	244-262	5/5/78	276164	Book 98 at pages 263-281
Garfield	5/18/78	169273	244	881-898	5/18/78	169274	Book 8 at pages "U"
Grand	5/15/78	377386	279	341-359	5/18/78	377387	Book 279 at pages 360-378
Iron	5/18/78	200334	238	903-921	5/18/78	200335	Book 238 at pages 922-940
Juab	5/17/78	154707	269	161-179	5/17/78	154708	Book 269 at pages 180-198
Kane	5/18/78	32773	058	976-995	5/18/78	32774	Book 058 at pages 996-1015
Millard	5/17/78	24716	127	485-503	5/17/78	24717	Book 127 at pages 504-522
Morgan	5/8/78	44454	M-25	675-693	5/8/78	44455	Book M-25 at pages 675-693
Piute	5/17/78	62698	18	22-49	5/17/78	62699	18 & III of Filing Papers
Rich	5/11/78	118,890	Z2	514-532	5/11/78	52	Book U at pages 533-551
Salt Lake	5/15/78	3107543	4672	290-308	5/15/78	3107544	Book 4672 at pages 309-327
San Juan	5/18/78	UE-5744	589	755-773	5/18/78	UE-5745	Filed
Sanpete	5/15/78	40163	196	360-378	5/15/78	40164	Book 196 at pages 379-397
Sevier	5/17/78	93129	129	227-245	5/17/78	93130	Book 129 at pages 146-264
Summit	5/15/78	46188	M113	252-270	5/15/78	46189	Filed
Tooele	5/16/78	94315	159	493-511	5/16/78	94316	Book 159 at pages 512-530
Uintah	5/17/78	62974	236	489-507	5/17/78	62975	Book 236 at pages 508-526
Utah	5/17/78	38714	1646	381-400	5/17/78	38715	Book 1646 at pages 401-421
Wasatch	5/25/78	113006	118	432-451	5/25/78	113007	Filed
Weber	5/30/78	40609	1244	853-871	5/30/78	40610	Book 1244 at pages 872-890

Secretary of State of Utah

File No. 656758 on May 1[illegible]78, at 2:02 p.m

COLORADO

County	Date	Entry No.	Book	Page
Delta	5/18/78	371037	462	485-503
Gunnison	5/18/78	326547	515	84-102
La Plata	5/18/78	419886	Microfilm #419886	
Montezuma	5/19/78	330422	491	23-41
Montrose	5/18/78	470013	657	61-79
Ouray	5/18/78	124747	168	270-279
San Miguel	5/18/78	206270	371	178-196

Secretary of State of Colorado

File No. 315227 on May 19, 1978 at 9:30 a.m.

IDAHO

County	Date	Entry No.	Book	Page
Bannock	5/18/78	600102	319	
Bear Lake	5/18/78	115369	Microfilmed	
Bingham	5/17/78	238988	41	
Bonneville	5/17/78	541202	—	
Butte	5/17/78	M6733	..	
Caribou	5/17/78	96277	Microfilmed	
Clark	5/17/78	34	Micro. No. 32767	
Franklin	5/17/78	146341	Microfilmed	
Fremont	5/18/78	353933	--	
Jefferson	5/17/78	192213	—	
Lemhi	5/17/78	140160	File of Mortgages	
Madison	5/17/78	172729	--	
Oneida	5/19/78	97927	Film Files	
Power	5/17/78	114127	Inst. #114127, Drawer #5	
Teton	5/17/78	81090	Microfilmed	

Secretary of State of Idaho

File No. A92980 on May 17, 1978 at 10:47 a.m.

NEW MEXICO

County	Date	Entry No.	Book	Page	Date	Entry No.
Bernalillo	5/25/78	35863				
San Juan	5/25/78	Rec. #43332	827	314	5/25/78	67502

Wyoming

County	Date	Entry No.	Book	Page
Lincoln	5/16/78	508246	14-PR	700-718
Uinta	5/15/78	317614	174B	1-18

Secretary of State of Wyoming

File No. 150104 on May 16, 1978, at 10:30 a.m.

, 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 specific 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-second Supplemental Indenture, dated as of May 1, 1978 (which supplemental Indenture is hereinafter sometimes called the "Thirty-second Supplemental Indenture"); and

WHEREAS said Thirty-second 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	7/	131113	145	421-464	7/ 5	131113	Book No. 4
Box Elder	7	64693H	308	451-495	7/26	64694H	308-451 Financing Statements
Cache	8/	415776	235	652-695	8/ 9	415777	235 at pages 696-739
Carbon	7/	145986	179	466-509	7/ 6	145987	179 at pages 510-533
Davis	7/ 5	501167	716	727-770	7/ 5	501167	716 at pages 727-770
Duchesne	6/21	198276	A 62	36-79	6/21	198277	Book 4 of Chattel Mtg. Index
Emery	6	277328	99	138-181	6/21	277329	Book 99 at pages 182-215
Garfield	7/ 5	171705	248	36-79	7/ 5	171706	Book 248 at pages 80-123

County	Recorded				Filed as Chattel		
	Date	Entry No.	Book	Page	Date	Entry No.	Book
Grand	8/ 9/78	378644	283	338-381	8/ 9/78	378645	Book 283 at pages 382-425
Iron	7/ 5/78	201452	240	763-806	7/ 5/78	201453	Book 240 at pages 807-850
Juab	8/ 9/78	155219	270	355	8/ 9/78	155220	Book 270 at page 399
Kane	7/ 5/78	32046	059	409-453	7/ 5/78	32047	Book 059 at pages 454-499
Millard	7/ 5/78	25218	128	528-571	7/ 5/78	25217	Book 128 at pages 484-527
Morgan	6/21/78	44570	M26	143-186	6/21/78	44571	Book M26 at page 143
Piute	7/10/78	82834	18	125-168	7/10/78	82835	Book 18 at pages 169-212
Rich	7/ 6/78	E-19156	A-3	556-599	7/ 6/78	48	Book A-3 at pages 600-643
Salt Lake	7/ 5/78	3133187	4701	252-295	7/ 5/78	3133188	Book 4701 at pages 297-339
San Juan	7/ 5/78	1E-6914	591	708-751	7/ 5/78	1E-6915	Filed
Sanpete	7/ 5/78	240807	197	339-382	7/ 5/78	240808	Book 197 at pages 383-426
Sevier	8/ 9/78	194872	132	657-700	8/ 9/78	194873	Book C of Chattel Mtgs.
Summit	7/ 5/78	147433	M115	691-734	7/ 5/78	147434	Book No. 1
Tooele	7/ 6/78	325362	161	627-669	7/ 6/78	325363	Book 161 at pages 670-712
Uintah	7/ 6/78	163910	238	811-854	7/ 6/78	163909	Book 238 at pages 767-810
Utah	7/ 5/78	26260	1660	612-655	7/ 5/78	26261	Book 1660 at pages 656-699
Wasatch	7/ 5/78	113363	119	222-278	7/ 5/78	113364	Filed
Weber	8/10/78	748308	1257	297-340	8/10/78	748309	Book 1257 at pages 341-384

Secretary of State of Utah

August 14, 1978, at 11:36 a. m.

COLORADO

County	Date	Entry No.	Book	Page
Delta	7/10/78	372067	463	292-335
Gunnison	7/10/78	327996	516	852
La Plata	7/10/78	421436	Microfilm #421436	
Montezuma	7/10/78	331214	492	468-511
Montrose	7/10/78	471413	658	922-965
Ouray	7/10/78	124891	168	295-316
San Miguel	7/10/78	206805	371	827-869

Secretary of State of Colorado

File No. 320967 on July 11, 1978, at 9:48 a.m.

IDAHO

County	Date	Entry No.	Book	Page
Bannock	6/29/78	603166	321	44
Bear Lake	6/29/78	115740	Microfilmed	
Bingham	6/30/78	240904	41	311
Bonneville	6/29/78	544453	--	
Butte	6/28/78	M-6855	Mortgages	
Caribou	7/10/78	96982	Microfilmed	
Clark	6/30/78	101	Microfilm No. 32884	
Franklin	6/30/78	146866		
Fremont	6/29/78	354603	Microfilm No. 354603	
Jefferson	6/29/78	193043	Microfilm No. 19304	
Lemhi	6/29/78	140672	File of Mortgages	
Madison	6/29/78	173494	Microfilm No. 17349	
Oneida	6/29/78	98164	Film Files	
Power	6/29/78	114599	Inst. 114599, Drawer #5	
Teton	6/29/78	81410	Microfilmed	

Secretary of State of Idaho

File No. A9[illegible]6 on June 29,1978, at 2:34 p m.

NEW MEXICO

County	Date	Entry No.	Book	Page	Entry No.
Bernalillo	[illegible]/12/78	38325			
San Juan	[illegible]/19/78	Rec. #46166	832		68316

WYOMING

County	Date	Entry No.	Book	Page
Lincoln	7/ 7/78	510734	147PR	313
Uinta	7/ 6/78	319354	174-B	1-43

Secretary of State of Wyoming

File No. 15[illegible] on July 12, 1978, at 10:20 a.m.

; and

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

which bonds are also sometimes called bonds of the Twenty-seventh through Thirty-second 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 reserved 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

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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 a 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-third Supplemental Indenture, and the terms of bonds of the Thirty-third 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 and 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, releases, 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 the 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 hereafter 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 hereof: This Thirty-third 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 covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the ordinary 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 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-third 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-third Series of Bonds

SECTION 1. (1) There shall be a series of bonds designated "10⅛% Series due April 1, 2009" (herein sometimes referred to as the "Thirty-third 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

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respect to the matters hereinafter in this Article I specified. Bonds of the Thirty-third Series shall be dated as in Section 10 of the Mortgage provided; shall mature on April 1, 2009; shall be issued as fully registered bonds in denominations of One Thousand Dollars and in any multiple or multiples of One Thousand Dollars; shall bear interest at the rate of 10¼% 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.

(11) Bonds of the Thirty-third Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time or in part from time to time, prior to maturity, upon notice as provided in Section 62 of the Mortgage, mailed at least 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 12 months period ending March 31,

1980	11[illegible]4%	1990	107.10%	2000	103.37%
1981	11[illegible]6%	1991	106.73%	2001	102.99%
1982	11[illegible]9%	1992	106.35%	2002	102.62%
1983	10[illegible]2%	1993	105.98%	2003	102.25%
1984	10[illegible]4%	1994	105.61%	2004	101.87%
1985	10[illegible]7%	1995	105.23%	2005	101.50%
1986	10[illegible]0%	1996	104.86%	2006	101.13%
1987	10[illegible]2%	1997	104.49%	2007	100.75%
1988	10[illegible]5%	1998	104.11%	2008	100.38%
1989	10[illegible]7%	1999	103.74%	2009	100.00%

in each case together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirty-third Series shall be redeemed at the applicable general redemption prices prior to April 1, 1994, if such redemption is for the purpose or in anticipation of refunding such

bonds through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 10.1379% per annum. In the case of any redemption pursuant to this Section 1 (II) prior to April 1, 1984, the Company will deliver to the Corporate Trustee at the time of the deposit of any moneys for such redemption an Officers' Certificate stating that said redemption will comply with the limitations set forth in the proviso of the immediately preceding sentence.

(III) Bonds of the Thirty-third 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 delivered to or deposited with or received by the Corporate Trustee pursuant to the provisions of Section 39 or Section 56 or Section 74 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture) at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending March 31,

1980	100.71%	1990	100.65%	2000	100.47%
1981	100.71%	1991	100.63%	2001	100.44%
1982	100.70%	1992	100.62%	2002	100.41%
1983	100.70%	1993	100.61%	2003	100.38%
1984	100.69%	1994	100.60%	2004	100.34%
1985	100.69%	1995	100.58%	2005	100.29%
1986	100.68%	1996	100.56%	2006	100.25%
1987	100.67%	1997	100.54%	2007	100.19%
1988	100.66%	1998	100.52%	2008	100.14%
1989	100.66%	1999	100.50%	2009	100.00%

in each case together with accrued interest to the date fixed for redemption.

(IV) At the option of the registered owner, any bonds of the Thirty-third 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-third 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 any exchange or transfer of bonds of the Thirty-third Series the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Thirty-third Series.

Upon the delivery of this Thirty-third 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-third Series for the aggregate principal amount of $15,000,000.

ARTICLE II

Maintenance and Replacement Provisions—Net Earning Certificate—Dividend Covenant

SECTION 2. Section 4 of the Twenty-second Supplemental Indenture is hereby amended to insert the words "and so long as any bonds of the Thirty-third Series shall remain Outstanding, unless also waived in writing by the holders of 60% in principal amount of the bonds of the Thirty-third Series Outstanding at the time of such consent," after the words "unless waived in writing by the holders of 60% in principal amount of the bonds of the Thirty-second Series Outstanding at the time of such consent" each time such words appear in said Section 4.

ARTICLE III

Miscellaneous Provisions

SECTION 3. Subject to any amendments provided for in this Thirty-third Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Thirty-third Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 4. 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-third 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-third 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-third Supplemental Indenture.

SECTION 5. Whenever in this Thirty-third 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-third Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or any 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 6. Nothing in this Thirty-third 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-third Supplemental

Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-third 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 7. This Thirty-third 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) *Huntington Steam Electric Plant* (formerly Emery Steam Electric Plant), (Item (1) of Paragraph One of the Twenty-fifth Supplemental Indenture).

Additional Land:

(1) The N ½ of the NE ¼ of the NW ¼ of Section 31 and the S ½ of the NE ¼ of the NW ¼ of Section 31, T. 18S., R. 7E., S.L.M.

[redacted]

The SE ¼ of the SW ¼ of Section 30, T. 18S., R. 8E., S.L.M. less 16 acres deeded to the Church of Jesus Christ of Latter-Day Saints.

Lot 1, Section 31, T. 18S., R. 8E., S.L.M. the N ½ of the SE ¼ of the SW ¼ of Section 24 and the S ½ of the SE ¼ of the SW ¼ of Section 24, T. 18S., R. 7E., S.L.M.

Beginning at the southwest corner of the SE ¼ of the NE ¼ of Section 1, T. 19S., R. 7E., S.L.M., thence West 66 rods, thence South 8 rods, thence East 10 rods, thence South 8 rods, thence West 10 rods, thence South 15 rods, thence Southeasterly to the southeast corner of the NW ¼ of the SE ¼, thence North 80 rods to beginning.

Beginning 4 rods north of the southwest corner of the NW ¼ of the NE ¼ of Section 31, T. 18S., R. 8E., S.L.M., thence North 16 rods, thence East 16 rods, thence South 16 rods, thence West 16 rods to beginning, being land acquired by deed dated February 23, 1978 and recorded February 24, 1978 in Book 96, Pages 587 and 588 in the records of the County Recorder of Emery County, Utah.

(2) The E ½ of the SE ¼, the NW ¼ of the SE ¼ and the SW ¼ of the NE ¼ of Section 14, T. 19S., R. 7E., S.L.M., being land acquired by deed dated February 20, 1976 and recorded February 20, 1976 in Book 85, Page 82 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) *Camas Creek 69 kV Substation,* in Madison County, Idaho, located on land described as follows: Beginning 70 feet north and 65 feet east, more or less, from the southwest corner of Section 32, T. 7[illegible] R. 42E., B.M., thence East 200 feet, thence North 150 feet, thence West 200 feet, thence South 150 feet to the point of beginning, being land acquired by deed dated March 28, 19[illegible] and recorded April 4, 1978, Microfilm No. 171900 in the records of the County Recorder of said County.

In the State of Utah:

(1) *North Logan 46 kV Substation,* in Cache County, Utah, located on land described as follows: Beginning N.89°43'E. 1653.17 feet and N.0°34'W. 269 feet from the southwest corner of Section 24, T. 13N., R. 1[illegible] S.L.M., thence N.0°34'W. 689.0 feet, thence East 699.70 feet, thence South 323.6[illegible] thence S.57°43'W. 139.27 feet, thence S.51°33'W. 466.81 fe[illegible] thence [illegible] 50'W. 209.56 feet to the point of beginning, being land acquired by [illegible] dated June 7, 1977 and recorded Augu[illegible] 19, 1977 in Book 21[illegible], Page 60[illegible] the records of the County Recorder of said County.

(2) *Mo[illegible] Substation,* in Sanpete County, Utah, located on land described as follows: Beginning at the northwest corner of Section 4, T. 15S., R[illegible]E., S.L.M., thence N.89°56'E. 681.0 feet, thence South 370.0 feet, thence S.89°[illegible]W. 784.0 feet, thence North 370.0 feet, thence N.89°56'E. 103.0 feet to the point of beginning, being land acquired by deed dated October 17, [illegible] and recorded October 17, 1978 in Book 199, Page 757 in the records of [illegible] 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 and Idaho:

In the State of Utah:

(1) *Helper-Blackhawk 46 kV Line, Tap to Swisher Coal Preparation Plant,* a 46 kV, suspension type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from the Company's Helper-Blackhawk 46 kV line in a southwesterly direction to the Swisher Coal Substation.

(2) *Grace-Terminal #103, 138 kV Line, Tap to Parrish Substation,* a 138 kV, suspension type insulator, double circuit, single wood pole type transmission line in Davis County, Utah, extending from the Company's Grace-Terminal #103, 138 kV line in a westerly direction to the Company's Parrish Substation.

(3) *Butlerville-Ninety South 46 kV Line, Tap to Sandy Substation,* a 46 kV, post type insulator, double circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Butlerville-Ninety South 46 kV line in a southerly direction to the Company's Sandy Substation.

(4) *Roy Substation 46 kV Line, Tap to Layton Canal Pumps,* a 46 kV, post type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Roy Substation in a northerly and westerly direction to the Customer's Station.

(5) *Huntington-Spanish Fork Transmission Line,* a 345 kV, suspension type insulator, single circuit, single wood pole type transmission line in Emery, Carbon and Utah Counties, Utah, extending from the Company's Huntington Canyon Plant Substation in a northeasterly and northwesterly direction to the Company's Spanish Fork Substation.

(6) *Camp Williams-Spanish Fork Transmission Line,* a 345 kV, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake and Utah Counties, Utah, extending from the Company's Camp Williams Substation in a southeasterly direction to the Company's Spanish Fork Substation.

In the State of Idaho:

(1) *Eastmont-Reno 69 kV Line, Tap to Winspar Substation,* a 69 kV, suspension type insulator, single circuit, single wood pole type transmission line in Clark and Jefferson Counties, Idaho, extending from the Company's Eastmont Substation 69kV line in a northerly direction to the Company's Winspar Substation.

(2) *Bonneville-Kettle Transmission Line,* a 69 kV, suspension type insulator, single circuit, single wood pole type transmission line in Bonneville County, Idaho, extending from the Company's Midpoint Substation in a westerly direction to the Company's Kettle Substation.

(3) *Rexburg-Amps Transmission Line,* a 69 kV, suspension type insulator, single circuit, single wood pole type transmission line in Clark and Jefferson Counties, Idaho, extending from the Company's Rexburg Substation in a northwesterly direction to the Company's Amps Substation.

[redacted] [redacted] [redacted]

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,

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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 extensions, 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 Com-

pany 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) Park City Service Center 12.5 kV Line, Department of the Interior Grant, Serial No. U-36541, issued April 25, 1978, expires April 24, 2008.

(2) Trail Mountain Coal Co. 25 kV Line, Department of the Interior Grant, Serial No. U-37926, issued March 1, 1978, expires February 29, 2008.

(3) Ivie Creek Rest Area 25 kV Line, Department of the Interior Grant, Serial No. U-38599, issued May 18, 1978, expires May 17, 2008.

(4) Dog Valley Coal Co. 25 kV Line, Department of the Interior Grant, Serial No. U-37222, issued September 14, 1978, expires September 13, 2008.

(5) 46 kV Tap Line to Swisher Coal Preparation Plant, Department of the Interior Grant, Serial No. U-39125, issued September 14, 1978, expires September 13, 2008.

(6) Shelton 12.5 kV Line, Department of the Interior Grant, Serial No. I-12595, issued September 28, 1978, expires September 27, 2008.

(7) Sewer Line and Absorption Field, Department of the Interior Grant, Serial No. U-37641, issued August 31, 1977, expires August 30, 2007.

(8) Conveyor Belt and Stockpile Storage Yard, Department of the Interior Grant, Serial No. U-37642, issued August 31, 1977, expires August 30, 2007.

(9) Douglas Bangerter 12.5 kV Line, Department of the Interior Grant, Serial No. U-40132, issued November 15, 1978, expires November 14, 2008.

(10) Frisco Substation, TV Relay Station 7.2 kV Line, Department of the Interior Grant, Serial No. U-34393, issued December 29, 1978, expires December 28, 2008.

(11) Vernon Boy's Ranch 12.5 kV Line, Department of the Interior Grant, Serial No. U-41669, issued December 29, 1978, expires December 28, 2008.

(12) Timpie Boy's Ranch 12.5 kV Line, Department of the Interior Grant, Serial No. U-41668, issued December 29, 1978, expires December 28, 2008.

(13) Naughton-Evanston 138 kV Line, Department of the Interior Grant, Serial No. W-61839, issued May 11, 1978, expires May 10, 2007.

(14) Cutler-Smithfield 46 kV Line, Department of the Interior Grant, Serial No. U-20700, issued April 6, 1978, expires April 5, 2008.

(15) Antelope-Anaconda 230 kV Line Tap to Amps Substation, Department of the Interior Grant, Serial No. I-14554, issued January 30, 1979, expires January 29, 2009.

(16) Doschades 7.2 kV Line, Department of the Interior Grant, Serial No. I-14628, issued February 22, 1979, expires February 21, 2009.

(17) Fremont-Madison Irrigation District 12.5 kV Line, Department of the Interior Grant, Serial No. I-13819, issued February 16, 1979, expires February 15, 2009.

(18) Richfield-White Pine Peak 7.2 kV Line, Department of Agriculture, Forest Service Grant, issued February 1, 1978, expires December 31, 2003.

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 State of Utah, as set forth below:

Municipal Franchises

Utah

Name	Town or City	Service	Expiration
Richfield	City	G.E.S.	June 2, 2002
Salina	City	G.E.S.	September 6, 2002
Minersville	Town	G.E.S.	March 19, 1988
Moroni	City	G.E.S.	December 31, 1987
Hinckley	Town	G.E.S.	October 9, 2024

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) *Salt Lake Division Service Center,* in Salt Lake County, Utah, additional land described as follows: Commencing 499.25 feet east and 33.5 feet north of the southwest corner of the southeast quarter of Section 34, T. 1N., R. 1W., S.L.M., thence East 200 feet, thence North 626.5 feet, thence West 200 feet, thence South 626.5 feet to the place of beginning, being land acquired by deed dated May 22, 1978 and recorded June 6, 1978 in Book 4684, Page 1465 in the records of the County Recorder of said County.

Unimproved (Idaho)

(1) *Rexburg Service Center,* in Madison County, Idaho, additional land described as follows: The South ½ of Lot 2, Block 13, of the original Rexburg Townsite, as per the recorded plat thereof, being land acquired by deed dated January 18, 1979 and recorded January 23, 1979, Microfilm No. 176744 in the records of the County Recorder of said County.

Unimproved (Utah)

(1) *Service Center,* in Carbon County, Utah, located on land described as follows: Beginning 10 feet south from the northwest corner of Section 1, T. 14S., R. 10E., S.L.M., thence East 451.94 feet, thence S.42°37'E. 346.55 feet, thence S.1°21'W. 29[illegible] feet, thence West 479.69 feet, thence North 200.0 feet, thence West 200 feet, thence North 350.0 feet to the point of beginning, being land acquired by deed dated

February 9, 1977 and recorded May 11, 1977 in Book 168, Page 455 in the records of the County Recorder of said County.

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

(1) Beginning S.0°03′42″E. 1305.65 feet and 492.08 feet east from the north quarter corner of Section 2, T. 3S., R. 1W., S.L.M., thence N.23°24′12″E. 356.88 feet, thence N.8°22′16″W. 84.66 feet, thence S.18°35′00″E. 433.91 feet, thence West 267.71 feet to the point of beginning, being land acquired by deed dated September 13, 1978 and recorded September 14, 1978 in Book 4739, Page 1123 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 1320.3 feet north and 1625 feet west from the southeast corner of Section 14, T. 2S., R. 2W., S.L.M., thence S.0°01′E. 3960.32 feet, thence East 110 feet, thence S.0°01′E. 18.14 feet, thence West 255.68 feet, thence N.0°01′W. 3979.11 feet, thence East 145.68 feet to the point of beginning, being land acquired by deed dated January 12, 1979 and recorded January 16, 1979 in Book 4800, Page 1103 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:

Salt Lake County:

(1) Beginning 230.85 feet southerly from the northeast corner of Lot 1, Section 1, T. 1S., R. 2W., S.L.M., thence South 2409.15 feet, thence West 427.68 feet, thence N.3°15′E. 2490 feet, more or less, thence Southeasterly 297 feet, more or less, along the arc of a 4117.04 foot radius curve to the right to the point of beginning, except 0.51 of an acre occupied by Utah State Department of Transportation, being land acquired by deed dated January 11, 1979 and recorded February 5, 1979 in Book 4810, Page 128 in the records of the County Recorder of said County.

Davis County:

(2) Beginning 1690 feet west and 1643.50 feet south from the northeast corner of the southeast quarter of Section 14, T. 2N., R. 1W.,

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S.L.M. thence West 258.26 feet, thence South 506 feet, more or less, thence N.89°56'26"E. 258.26 feet, thence North 506 feet to the point of beginning, being land acquired by deed dated October 23, 1978 and recorded December 18, 1978 in Book 745, Page 250 in the records of the County Recorder of said County.

(3) Beginning 1346.2 feet north and 54.3 feet west from the east quarter corner of Section 14, T. 2N., R. 1W., S.L.M., thence South 262.20 feet, thence S.28°08'W. 351.50 feet, thence S.77°02'47"W. 411.30 feet, thence N.28°08'E. 753.59 feet, thence S.89°57'E. 210.92 feet to the point of beginning.

Beginning 806.7 feet north and 53.7 feet west from the east quarter corner of Section 14, T. 2N., R. 1W., S.L.M. thence West 24.19 feet and S.77°02'47"W. 145.6 feet, thence N.28°08'E. 351.50 feet, thence South 377.33 feet to the point of beginning, being land acquired by deed dated May 12, 1978 and recorded August 4, 1978 in Book 721, Page 563 in the records of the County Recorder of said County.

(4) Beginning 367.1 feet north and 1960 feet east from the west quarter corner of Section 23, T. 2N., R. 1W., S.L.M., thence S.28°08'W. 562.87 feet, thence N.89°22'W. 86.99 feet, thence South 109.59 feet, thence West 322.63 feet, thence N.28°08'E. 675.05 feet, thence East 351.04 feet to the point of beginning, being land acquired by deed dated August 31, 1978 and recorded January 10, 1979 in Book 748, Page 245 in the records of the County Recorder of said County.

(5) Beginning 942 feet south and 1260 feet east from the west quarter corner of Section 23, T. 2N., R. 1W., S.L.M., thence N.89°22'W. 349.65 feet, thence N.28°08'E. 748 feet, thence East 322.63 feet, thence North 109.59 feet, thence N.89°22'W. 86.99 feet, thence S.28°08'W. 921.7 feet to the point of beginning, being land acquired by deed dated December 18, 1978 and recorded January 10, 1979 in Book 748, Page 241 in the records of the County Recorder of said County.

(6) Beginning 839.17 feet south and 2360.3 feet east from the northwest corner of Section 23, T. 2N., R. 1W., S.L.M. thence S.28°08'W. 1626.16 feet, thence East 352.04 feet, thence N.28°08'E. 979.87 feet, thence N.4°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.

(7) Beginning 1949.26 feet west and 1643.5 feet south of the northeast corner of the southeast quarter of Section 14, T. 2N., R. 1W., S.L.M., thence West 258.26 feet, thence South 506 feet, more or less, thence East 258.26 feet, thence North 506 feet, more or less, to the point of beginning, being land acquired by deed dated January 27, 1978 and recorded February 10, 1978 in Book 691, Page 273 in the records of the County Recorder of said County.

(8) Beginning 1072.50 feet south and 1691.0 feet west from the east quarter corner of Section 14, T. 2N., R. 1W., S.L.M., thence West 258.26 feet, thence South 561 feet, thence East 258.26 feet, thence North 561 feet to the point of beginning, being land acquired by deed dated April 14, 1978 and recorded May 12, 1978 in Book 707, Page 194 in the records of the County Recorder of said County.

(9) Beginning 80 rods west and 1022.50 feet south of the northeast corner of the southeast quarter of Section 14, T. 2N., R. 1W., S.L.M., thence North 746 feet, more or less, thence West 228 feet, thence South 746 feet, more or less, thence East 228 feet to the point of beginning, being land acquired by deed dated March 31, 1978 and recorded April 12, 1978 in Book 700, Page 843 in the records of the County Recorder of said County.

Weber County:

(10) Beginning north 33 feet and west 750.75 feet from the southeast corner of the northwest quarter of Section 15, T. 5N., R. 2W., S.L.M., thence West 251.62 feet, thence North 846.95 feet, thence East 251.62 feet, thence South 846.95 feet to the point of beginning, being land acquired by deed dated October 24, 1975 and recorded October 24, 1975 in Book 1102, Page 708 in the records of the County Recorder of said County.

(11) Beginning 1309.7 feet south and 19.6 feet west from the north quarter corner of Section 10, T. 6N., R. 2W., S.L.M., thence S.10°44'W. 1344 feet, more or less, thence West 162.9 feet, thence N.10°44'E. 1344 feet, more or less, thence East 162.9 feet to the point of beginning.

Beginning 1189 feet south and 2129 feet east, more or less, from the west quarter corner of Section 10, T. 6N., R. 2W., S.L.M., thence S.10°44'W. 175 feet, more or less, and South 506 feet, more or less, thence West 160 feet, thence North 521 feet, more or less, thence N.10°44'E. 274 feet, more or less, thence South 112 feet, more or less, and East 142 feet, more or less, to the point of beginning, being land acquired by deed dated February 7, 1978 and recorded March 14, 1978 in Book 1230, Page 346 in the records of the County Recorder of said County.

(12) Beginning 565 feet south and 876.4 feet west from the north quarter corner of Section 15, T. 5N., R. 2W., S.L.M., thence S.0°08'W. 262.425 feet, thence West 113.02 feet, thence North 262.425 feet, thence East 113.63 feet to the point of beginning, being land acquired by deed dated April 6, 1977 and recorded April 7, 1977 in Book 1171, Page 140 in the records of the County Recorder of said County.

(13) Lots 3, 4, 5, 6, 7 and 8 of Pinto Acres No. 1, Subdivision in the East half of the northwest quarter of Section 2, T. 5N., R. 2W., S.L.M., being land acquired by deed dated January 23, 1976 and recorded January 23, 1976 in Book 1112, Page 57[illegible] in the records of the County Recorder of said County.

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

(1) Beginning 355.4 feet south and 1930.1 feet east from the west quarter corner of Section 26, T. 8S., R. 3E., S.L.M., thence S.8°30'W. 3294.2 feet and S.27°37'W. 257.9 feet, thence South 189.2 feet, thence East 2[illegible]0 feet, thence N.17°28'E. 356.9 feet, thence N.8°30'E. 3396 feet, thence N.62°44'W. 128.6 feet, thence S.8°44'47"W. 82.01 feet, thence S.89°24'47"W. 127.7 feet to the point of beginning, being land acquired by deed dated May 16, 1978 and recorded July 14, 1978 in Book 1[illegible]3, Page 641 in the records of the County Recorder of said County.

(6) *Clover Creek-Williams-Spanish Fork Transmission Line Corridor* a tract of additional land in Utah County, Utah, described as follows:

(1) Beginning 1057 feet north, more or less, from the west quarter corner of Section 34, T. 6S., R. 2E., S.L.M., thence N.76°20'E. 180 feet,

more or less, thence N.35°34′W. 110 feet, more or less, thence N.87°34′W. 111 feet, more or less, thence South 137 feet, more or less, to the point of beginning, being land acquired by deed dated February 22, 1979 and recorded February 22, 1979 in Book 1722, Page 276 in the records of the County Recorder of said County.

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

(1) Beginning N.0°15′10″W. 1143.70 feet from the southwest corner of Section 8, T. 1S., R. 1W., S.L.M., thence N.0°15′10″W. 220.01 feet, thence S.89°41′E. 4106.10 feet, more or less, thence S.0°01′16″E. 220.0 feet, thence N.89°41′W. 4105.21 feet, more or less, to the point of beginning.

Beginning N.89°56′58″E. 1486.02 feet from the west quarter corner of Section 7, T. 1S., R. 1W., S.L.M., thence N.0°48′E. 1357.95 feet, more or less, thence N.80°58′29″E. 233.42 feet, more or less, thence S.0°48′W. 754.56 feet, more or less, thence N.56°19′W. 35.72 feet, more or less, thence S.0°48′W. 1940.65 feet, thence S.89°41′E. 960.66 feet, more or less, thence S.0°14′31″E. 220.01 feet, thence N.89°41′W. 1164.67 feet, more or less, thence N.0°48′E. 1499.73 feet, more or less, to the point of beginning.

Beginning N.0°11′55″W. 173.47 feet and S.89°59′W. 521.48 feet, more or less, from the east quarter corner of Section 18, T. 1S., R. 1W., S.L.M., thence S.89°59′W. 41.55 feet, thence S.15°43′22″E. 1723.32 feet, thence S.0°07′22″E. 50.75 feet, more or less, to a 439.26 foot radius curve to the right, thence Easterly along said curve 33.20 feet, thence Northerly along a 5639.58 foot radius curve to the left 30.18 feet, thence N.13°56′25″W. 196.93 feet, thence N.17°02′09″W. 362.68 feet, thence N.15°43′22″W. 530.71 feet, thence N.4°24′46″W. 101.98 feet, thence N.15°43′22″W. 546.26 feet, more or less, to the point of beginning, being land acquired by deed dated October 6, 1975 and recorded March 7, 1979 in Book 4824, Pages 918 to 923 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:

.....

.....

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
AS CORPORATE TRUSTEE

By .....
Trust Officer

Attest:

.....
Assistant Secretary

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

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

.....

.....

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

On this 19th day of April, 1979, before me, MARY SKAALERUD a Notary Public in and for the State of New York, County of New York, 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 and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by Board of Directors; that he knows the seal of the said corporation; that seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of 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 Skaalerud

MARY SKAALERUD
Notary Public, State of New York
No. 24-3693400
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1981

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

On this [illegible] day of April, 1979, 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 JOHN W. COLE, 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 JOHN W. COLE resides at Staten Island, New York 10312; 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, 1981

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

On this 24th day of April, 1979, 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
NOTARY PUBLIC, State of New York
Qualified in [illegible] County
Certificate Filed in New York County
No. 31-[illegible]20859
Commission Expires March 30, 19[illegible]

EXECUTION 145 COUNTERPARTS OF
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STATE OF WYOMING
FILED
10:00 AM
JAN 05 1982
188362
THYRA THOMSON
SECRETARY OF STATE

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-fourth Supplemental Indenture

Providing among other things for
First Mortgage Bonds, 10¼% Series due September 1, 2009

Dated as of September 1, 1979

June 21 '82 8:00 A

THIRTY-FOURTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of September 1, 1979, 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-fourth 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-fourth 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	May 1, 1968
Seventeenth Supplemental Indenture	December 1, 1969
Eighteenth Supplemental Indenture	April 1, 1970
Nineteenth Supplemental Indenture	May 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

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	$3,000,000
2⅞% Series due 1980	8,000,000	8,000,000
3⅝% Series due 1981	9,000,000	9,000,000
3½% Series due 1982	10,000,000	10,000,000

Series	Principal Amount Issued	Principal Amount Outstanding
3¼% Series due 1984	15,000,000	15,000,000
3⅜% 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
8¼% 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
Thirty-third Supplemental Indenture	April 1, 1979

; and

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

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

which bonds are also sometimes called bonds of the Twenty-seventh through Thirty-third 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 reserved 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 counties 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 a 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-fourth Supplemental Indenture, and the terms of bonds of the Thirty fourth

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, releases, 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 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

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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 estate, title and interest of the Company in and to all other property of any kind or nature appertaining 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 as 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 hereafter 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-fourth 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-fourth 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-fourth Series of Bonds

SECTION 1. (1) There shall be a series of bonds designated "10¼% Series due September 1, 2009" (herein sometimes referred to as the "Thirty-fourth 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-fourth Series shall be dated as in Section 10 of the Mortgage provided; shall mature on September 1, 2009, shall be issued as fully registered bonds in denominations of One Thousand Dollars and in any multiple or multiples of One Thousand Dollars; shall bear interest at the rate of 10¼% per annum, payable semiannually on March 1 and September 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) Bonds of the Thirty-fourth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon

notice as provided in Section 62 of the Mortgage, mailed at least 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 12 months period ending August 31,

1980 ..... 110.53%	1990 ..... 106.90%	2000 ..... 103.27%
1981 ..... 110.17%	1991 ..... 106.54%	2001 ..... 102.91%
1982 ..... 109.81%	1992 ..... 106.18%	2002 ..... 102.55%
1983 ..... 109.44%	1993 ..... 105.81%	2003 ..... 102.18%
1984 ..... 109.08%	1994 ..... 105.45%	2004 ..... 101.82%
1985 ..... 108.72%	1995 ..... 105.09%	2005 ..... 101.46%
1986 ..... 108.35%	1996 ..... 104.72%	2006 ..... 101.09%
1987 ..... 107.99%	1997 ..... 104.36%	2007 ..... 100.73%
1988 ..... 107.63%	1998 ..... 104.00%	2008 ..... 100.37%
1989 ..... 107.27%	1999 ..... 103.64%	2009 ..... 100.00%

in each case together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirty-fourth Series shall be redeemed at the applicable general redemption prices prior to September 1, 1984, if such redemption is for the purpose or in anticipation of refunding such bonds through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 10.2761% per annum. In the case of any redemption pursuant to this Section 1 (II) prior to September 1, 1984, the Company will deliver to the Corporate Trustee at the time of the deposit of any moneys for such redemption an Officers' Certificate stating that said redemption will comply with the limitations set forth in the proviso of the immediately preceding sentence.

(III) Bonds of the Thirty-fourth 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 delivered to or deposited with or received by the Corporate Trustee pursuant to the provisions of Section 39 or Section 56 or Section 74 of the Mortgage or with the Proceeds of

Released Property (as defined in Section 4 of the Third Supplemental Indenture) at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending August 31,

1980 ..... 100.28%	1990 ..... 100.26%	2000 ..... 100.19%
1981 ..... 100.28%	1991 ..... 100.25%	2001 ..... 100.18%
1982 ..... 100.28%	1992 ..... 100.25%	2002 ..... 100.17%
1983 ..... 100.28%	1993 ..... 100.24%	2003 ..... 100.15%
1984 ..... 100.28%	1994 ..... 100.24%	2004 ..... 100.14%
1985 ..... 100.27%	1995 ..... 100.23%	2005 ..... 100.12%
1986 ..... 100.27%	1996 ..... 100.23%	2006 ..... 100.10%
1987 ..... 100.27%	1997 ..... 100.22%	2007 ..... 100.08%
1988 ..... 100.27%	1998 ..... 100.21%	2008 ..... 100.06%
1989 ..... 100.26%	1999 ..... 100.20%	2009 ..... 100.00%

in each case together with accrued interest to the date fixed for redemption.

(IV) At the option of the registered owner, any bonds of the Thirty-fourth 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 wherever required by the Company duly executed by the registered owner or 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-fourth 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 any exchange or transfer of bonds of the Thirty-fourth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the

Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Thirty-fourth Series.

Upon the delivery of this Thirty-fourth 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-fourth Series for the aggregate principal amount of $65,000,000.

ARTICLE II

Maintenance and Replacement Provisions—Net Earning Certificate—Dividend Covenant

SECTION 2. Section 4 of the Twenty-second Supplemental Indenture is hereby amended to insert the words "and so long as any bonds of the Thirty-fourth Series shall remain Outstanding, unless also waived in writing by the holders of 60% in principal amount of the bonds of the Thirty-fourth Series Outstanding at the time of such consent," after the words "unless waived in writing by the holders of 60% in principal amount of the bonds of the Thirty-third Series Outstanding at the time of such consent" each time such words appear in said Section 4.

ARTICLE III

Miscellaneous Provisions

SECTION 3. Subject to any amendments provided for in this Thirty-fourth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Thirty-fourth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 4. 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-fourth Supplemental

Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general, such and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Thirty-fourth 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-fourth Supplemental Indenture.

SECTION 5. Whenever in this Thirty-fourth 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-fourth Supplemental Indenture contained by or on behalf of the Company shall bind and inure to the Trustee or any 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 6. Nothing in this Thirty-fourth 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-fourth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-fourth 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 7. This Thirty-fourth 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.

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:

.....

.....

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
AS CORPORATE TRUSTEE

By .....
Vice President

Attest:

.....
Assistant Secretary

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

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

.....

.....

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

On this 12th day of September, 1979, before me MORTON BARAD, a Notary Public in and for the State of New York, County of New York, 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 of its Board of Directors; that he knows the seal of the said corporation 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 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.

.....

MORTON BARAD
Notary Public, State of New York
No. 41-5170980
Certs. filed in Bronx, Kings, Nassau,
New York and Westchester Cos.
Qualified in Queens County
Commission expires March 30, 1980

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

On this 13th day of September, 1979, before me ELIZABETH A. BUCKLEY, a Notary Public in and for the State of New York, County of New York, personally appeared R. E. SPARROW and JOHN W. COLE, 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 Vice President 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 R. E. SPARROW resides at Ridgewood, New Jersey 07450 and the said JOHN W. COLE resides at Staten Island, New York 10312; that they are a Vice President 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

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, 1981

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

On this 13th day of September, 1979, 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
NOTARY PUBLIC, State of New York
Qualified in Suffolk County
Certificate Filed in New York County
No. 4620859
Commission Expires March 30, 1981

Please Return to UP&LCO

Executed in 145 Counterparts
Of Which This is Counterpart No. 70

STATE OF WYOMING
FILED
AT 10:00 A.M.
JAN 05 1982
188363
THYRA THOMSON
SECRETARY OF STATE

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-fifth Supplemental Indenture

Providing among other things for
First Mortgage Bonds, 14¾% Series due March 1, 2010

Dated as of March 1, 1980

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June 21 1982 8:00 A.M.
Book 105
Page 425

THIRTY-FIFTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of March 1, 1980, 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-fifth 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-fifth 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, 1943
Second Supplemental Indenture	1, 1946
Third Supplemental Indenture	1, 1948
Fourth Supplemental Indenture	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	1, 1954
Tenth Supplemental Indenture	mber 1, 1955
Eleventh Supplemental Indenture	ber 1, 1957
Twelfth Supplemental Indenture	ember 1, 1960
Thirteenth Supplemental Indenture	1, 1962
Fourteenth Supplemental Indenture	April 1, 1963
Fifteenth Supplemental Indenture	August 1, 1964
Sixteenth Supplemental Indenture	March 1, 1968
Seventeenth Supplemental Indenture	ember 1, 1969
Eighteenth Supplemental Indenture	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

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	$ 8,000,000
3⅜% Series due 1981	9,000,000	9,000,000
3½% Series due 1982	10,000,000	10,000,000

Series	Principal Amount Issued	Principal Amount Outstanding
3¼% Series due 1984	15,000,000	15,000,000
3⅜% 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% 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
Thirty-third Supplemental Indenture	April 1, 1979
Thirty-fourth Supplemental Indenture	September 1, 1979

; and

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

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

which bonds are also sometimes called bonds of the Twenty-seventh through Thirty-fourth 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 [illegible] 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 reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether or not power, privilege or right is in any way restricted or is unrestricted may be in whole or in part waived or released or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into 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 a series of bonds and to add to the covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS, the execution and delivery by the Company of this Thirty-fifth Supplemental Indenture, and the terms of bonds of the Thirty-fifth

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, releases, 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 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 9[illegible] the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except as herein or in the Mortgage 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-fifth 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-fifth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as 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 Roald R. Amundsen, as Trustees by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees with the Trustees and their successors in said trust under the Mortgage as follows.

ARTICLE I

Thirty-fifth Series of Bonds

Section 1. (1) There shall be a series of bonds designated "14¾% Series due March 1, 2010" (herein sometimes referred to as the "Thirty-fifth 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-fifth Series shall be dated as in Section 10 of the Mortgage provided; shall mature on March 1, 2010; shall be issued as coupon bonds or registered bonds in denominations of One Thousand Dollars and in any multiple or multiples of One Thousand Dollars; shall bear interest at the rate of 14¾% per annum, payable semiannually on September 1 and March 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.

(2) Bonds of the Thirty-fifth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon

notice as provided in Section 62 of the Mortgage, mailed at least 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 12 months period ending the last day of February,

1981 ..... 114.75%	1991 ..... 109.67%	2001 ..... 104.58%
1982 ..... 114.25%	1992 ..... 109.16%	2002 ..... 104.07%
1983 ..... 113.74%	1993 ..... 108.65%	2003 ..... 103.57%
1984 ..... 113.23%	1994 ..... 108.14%	2004 ..... 103.06%
1985 ..... 112.72%	1995 ..... 107.63%	2005 ..... 102.55%
1986 ..... 112.21%	1996 ..... 107.13%	2006 ..... 102.04%
1987 ..... 111.70%	1997 ..... 106.62%	2007 ..... 101.53%
1988 ..... 111.19%	1998 ..... 106.11%	2008 ..... 101.02%
1989 ..... 110.69%	1999 ..... 105.60%	2009 ..... 100.51%
1990 ..... 110.18%	2000 ..... 105.09%	2010 ..... 100.00%

in each case together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirty-fifth Series shall be redeemed at the applicable general redemption prices prior to March 1, 1985, if such redemption is for the purpose or in anticipation of refunding such bonds through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 14.8696% per annum. In the case of any redemption pursuant to this Section 1 (II) prior to March 1, 1985, the Company will deliver to the Corporate Trustee at the time of the deposit of any moneys for such redemption an Officers' Certificate stating that said redemption will comply with the limitations set forth in the proviso of the immediately preceding sentence.

(III) Bonds of the Thirty-fifth 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 delivered to or deposited with or received by the Corporate Trustee pursuant to the provisions of Section 39 or Section 56 of the Mortgage or with the Proceeds of Released Property (as

defined in Section 4 of the Third Supplemental Indenture) at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeem... during the 12 months period endi... the last day of February,

1981 ..... 1...	...00%	1991	100.00%	20...	... 100.00%
1982 ..... 1...	...0%	1992	100.00%	20...	... 100.00%
1983 ..... 1...	...0%	1993	100.00%	20...	... 100.00%
1984 ..... 1...	...0%	1994	100.00%	20...	... 100.00%
1985 ..... 1...	...0%	1995	100.00%	20...	... 100.00%
1986 ..... 1...	...0%	1996	100.00%	20...	... 100.00%
1987 ..... 1...	...0%	1997	100.00%	20...	... 100.00%
1988 ..... 1...	...0%	1998	100.00%	20...	... 100.00%
1989 ..... 1...	...0%	1999	100.00%	20...	... 100.00%
1990 ..... 1...	...0%	2000	100.00%	20...	... 100.00%

in each case ... ...er with accrued interest to the date f... for redemption; provided, ho... ..., that none of the bonds of the Thirty... ... Series shall be redeemed at ... special redemption prices prior to Ma... ..., 1985, if such redemption is ... suant to the provisions of Section 39 ... ... Mortgage.

(IV) At the ...option of the registered owner, any ... of the Thirty-fifth Series, upo... surrender thereof for cancellation at th... ...ce or agency of the Company ... the Borough of Manhattan, The City of ... York, together with a writt... ...strument of transfer whenever requir... ... the Company duly execute... the registered owner or by his duly ... ...orized attorney, shall (subje... ... the provisions of Section 12 of ... Mortgage) be exchangeabl... a like aggregate principal amount of ... ...nds of the same series of othe... ...horized denominations.

Bonds of ... Thirty-fifth Series shall be transfer... (subject to the provisions of ... tion 12 of the Mortgage) at the offi... ... agency of the Company in ... Borough of Manhattan, The City of N... ...ork.

Upon any ...change or transfer of bonds of the Th... ...fifth Series, the Company ma... ...ake a charge therefor sufficient to rei... ... it for any tax or taxes or ... governmental charge, as provided ... ...tion 12 of the Mortgage, but ... Company hereby waives any right ... ...ake a charge in addition there... for any exchange or transfer of bon... ...the Thirty-fifth Series.

Upon the delivery of this Thirty-fifth 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-fifth Series for the aggregate principal amount of $60,000,000.

ARTICLE II

Miscellaneous Provisions

SECTION 2. Subject to any amendments provided for in this Thirty-fifth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Thirty-fifth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 3. 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-fifth 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-fifth Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Thirty-fifth Supplemental Indenture.

SECTION 4. Whenever in this Thirty-fifth 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-fifth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of

the Trustees or any 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 5. Nothing in this Thirty-fifth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons Outstanding under the Mortgage, any right, remedy or claim under or by reason of this Thirty-fifth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-fifth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 6. This Thirty-fifth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument

SECTION 7. The bonds of the Thirty-fifth Series shall not be redeemed, and are not redeemable, pursuant to the provisions of Section 74 of the Mortgage.

SECTION 8. The Company reserves the right, without any consent or other action by holders of bonds of the Thirty-fifth Series or of any subsequently created series, to make such further amendments to the Mortgage as shall be supplemented, as shall be necessary in order to eliminate the provisions of (and the references to) Section 39 of the Mortgage, the amendments to said Section 39 contained in Section 3 of the Twenty-second Supplemental Indenture, Section 4 of the Twenty-third Supplemental Indenture, as amended, and to eliminate the references to said Section 39 from clause (II) of Section 4 of the Mortgage, from clause (c) of Section 5 of the Mortgage, from Section 29 of the Mortgage, to eliminate all other references to said Section 39 wherever they may appear in the Mortgage, as supplemented.

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:

.....

.....

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
AS CORPORATE TRUSTEE

By .....
Vice President

Attest:

.....
Assistant Secretary

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

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

.....

.....

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

On this 19th day of March, 1980, before me, JOAN TAGLIAFERRI, a Notary Public in and for the State of New York, County of New York, 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 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.

Joan Tagliaferri

JOAN TAGLIAFERRI
Notary Public, State of New York
No. 41-4511988
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1980

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

On this 20th day of March, 1980, before me ELIZABETH A. BUCKLEY, a Notary Public in and for the State of New York, County of New York, personally appeared R. E. SPARROW and JOHN W. COLE, 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 Vice President 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 R. E. SPARROW resides at Ridgewood, New Jersey 07450 and the said JOHN W. COLE resides at Staten Island, New York 10312; that they are a Vice President 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, 1981

123A

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

On this 20th day of March, 1980, 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
NOTARY PUBLIC, State of New York
Qualified in New York County
Certificate Filed in New York County
No. 5[illegible]79
Commission Expires March 30, 1981

MORTGAGE DEED—FORM NO. 4½ [redacted] [redacted] [redacted] THE HILLS COMPANY, SHERIDAN 14130Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HARVEY R. NORRIS, a single man, MICHAEL D. McCLAIN and LAURI JO McCLAIN, husband and wife, and GARY R. GREGORY and JUDITH A. GREGORY, husband and wife,

mortgagors, of Sublette County, State of Wyoming, to secure the payment of Thirty-five Thousand and No/100 - -($35,000.00) - - Dollars, due 12/1/91 with interest from 12/1/81 at the rate of twelve (12%) per cent per annum, payable annually evidenced by one promissory note, of even date herewith, payable in ten (10) equal annual payments of $3,500.00 plus interest at the rate of 12% per annum on the unpaid balance,

do hereby mortgage to ROBERT W. SIEVERS and JOHN M. SULENTA

mortgagees, whose address is Pinedale, Wyoming 82941

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

Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) of Trappers Point Subdivision, as the same appear of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining.

191461

RECORDED June 21 1982 11:00A
IN B. 38 Mtg 124
REC. & Land Yard
Dorothy M. Lewis

Partial releases will be granted upon payment of $3,000.00 per acre for lots to be released.

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than None Dollars during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 18th day of June A. D. 19 82.

In the presence of

Harvey R. Norris

Michael D. McClain

Lauri Jo McClain

Gary R. Gregory

Judith A. Gregory

Released BK. 15 Rel. Q 19:301 124

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Harvey R. Norris, Michael D. McClain, Lauri Jo McClain, Gary R. Gregory and Judith A. Gregory, this 14th day of June, 1982.

Witness my hand and official seal.

Jo Ann Doughty Notary Public
County of Sublette State of Wyoming
My Commission Expires Oct. 30, 1985

Jo Ann Doughty
Signature
Notary Public
Title of Officer

My Commission Expires: 10-30-85

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, $ ...

[redacted] MORTGAGE DEED—FORM NO. 4½ [redacted] [redacted] SHERIDAN 141308

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN R. MORTENSON and JARLATH M. MORTENSON, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Nine Thousand and No/100 - - - - -($9,000.00) - - Dollars, due 12/18/82 with interest from 6/21/82 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 Five (5) Valley Hills Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO prior mineral reservations of record; and
SUBJECT TO Restrictions Governing Valley Hills Subdivision recorded 7/28/78 in Book 34 of Miscellaneous, page 265.

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

191487

RECORDED June 22 1982 1230 P M
IN BOOK 38 Misc PAGE 126
FEES $6.00 Lou J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurre

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 June A. D. 19 82.

In the presence of

John R. Mortenson

John R. Mortenson

Jarlath M. Mortenson

Jarlath M. Mortenson

Rlsd Bk 11 pg 650

126

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by John R. Mortenson and Jarlath M. Mortenson, this 23rd day of June, 1982.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 1/15/85

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, $

MORTGAGE

THIS MORTGAGE is made this 15TH day of JUNE, 1982, between the Mortgagor, RONALD L. WELLS AND BARBARA A. WELLS, 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, WYOMING 82901 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-SIX THOUSAND DOLLARS AND NO/100********** Dollars, which indebtedness is evidenced by Borrower's note dated JUNE 15, 1982 (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 1, 2002;

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:

SEE ATTACHED

A TRACT OF LAND LOCATED IN THE W½ OF SECTION 11, T.30N., R.112W., 6TH P.M., SUBLETTE COUNTY, WYOMING, said tract being part of Lot 15, Meadow Canyon Estates, a subdivision of record in the Sublette County Clerk's Office, and further described as follows:

Beginning at the northwest corner of said Lot 15; thence, from said point of beginning S.89°14'13.6"E., a distance of 208.71 feet; thence, S.01°00'00"W., a distance of 208.71 feet; thence, N.89°14'13.6"W., a distance of 208.71 feet; thence, N.01°00'00"E., a distance of 208.71 feet to the point of beginning.

191504

RECORDED June 23 1982 3:00 PM
IN BOOK 38 Mtg PAGE 128
FEES $14.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Shuma

which has the address of ..... [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.

1252 Rel. Bk. 15 Rel. @ Pg. 214

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, it shall be 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, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with 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.

24. SEE RIDER WHICH IS ATTACHED HERETO AND INCORPORATED HEREWITH BY THIS REFERENCE.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Ronald L. Wells
RONALD L. WELLS —Borrower

Barbara A. Wells
BARBARA A. WELLS —Borrower

STATE OF WYOMING, SWEETWATER County ss:

The foregoing instrument was acknowledged before me this JUNE 15, 1982 (date) by

RONALD L. WELLS & BARBARA A. WELLS, HUSBAND & WIFE
(person acknowledging)

My Commission expires: Oct. 13 1985

Carol E. Olson
Notary Public

Carol E. Olson
County of
Sublette
My Commission Expires Oct. 13 1985
Notary Public
State of
Wyoming

(Space Below This Line Reserved For Lender and Recorder)

[redacted] [redacted] [redacted]

EXHIBIT C

Form 209

WYOMING COMMUNITY DEVELOPMENT AUTHORITY
UNIFORM MORTGAGE RIDER

The rights and obligations of the parties to the attached Mortgage and the Note which it secures are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Mortgage or Note, the provisions of this Rider shall control.

(1) The Mortgagor agrees that the Authority or its assignee may, at any time and without prior notice, accelerate all payments due under the Mortgage and Note and exercise any other remedy allowed by law for breach of the Mortgage or Note if:

(a) Without the prior written consent of the Authority or its assignee, the Mortgagor sells, rents, or otherwise transfers any interest in the property, or fails to occupy the Property as his or her permanent and principal residence;

(b) The Lender or the Wyoming Community Development Authority finds any statement contained in the Mortgagor's Affidavit of Eligibility to be untrue;

(c) The Borrower fails to promptly supply any information or document which the Lender, Servicer or the Authority may request to verify compliance with the terms and conditions of the Authority's Single Family Mortgage Purchase Program under which the Mortgage was provided; or

(d) The Wyoming Community Development Authority, at any time, in its sole discretion, determines that any of the requirements of Section 103A of the Internal Revenue Code of 1954, as amended, with respect to the Mortgage Loan has not been complied with, whether or not the Mortgagor is responsible for such noncompliance.

(2) (A) Under the provisions of Section 103A of the Internal Revenue Code of 1954, as amended (the "Code"), the Authority has elected to credit certain investment earnings from the proceeds of its Bonds to mortgagors under the Single Family Mortgage Purchase Program for so long as such credit is required to keep the interest on the Bonds exempt from federal income taxation. As a mortgagor under the Program, the Borrower is entitled to receive a portion of the amount, if any, required to be credited. The amount of the Borrower's credit shall be determined by the Authority in its sole discretion consistent with Section 103A of the Code. The Borrower acknowledges and agrees that this amount will be treated for all purposes as a principal payment or prepayment on the Note secured by this Mortgage, and will not be paid to the Borrower. In crediting, the Authority assumes no responsibility as to the treatment of this credit for the Borrower's federal income tax purposes and the Borrower accepts full responsibility for same. The Authority will make credits on an annual basis or at more frequent intervals at its discretion or at the time the Mortgage is fully discharged. The Authority is under no obligation to maximize the credit or to earn any credit.

(B) If the credit is made on an annual basis, a determination as to the amount of the credit will be made on an annual basis established by the Authority with respect to mortgages outstanding as of the determination date. Credits will not be made with respect to any partial annual period the Mortgage is outstanding following the annual determination date unless it becomes necessary to do so in order to comply with Section 103A of the Code. The amount of each annual credit will be treated as a payment or prepayment and will be credited by the Authority against the principal balance due on the Note. No reduction will be made in the level monthly payment stated in the Note. The allocation of the amount of the amortization payment will be adjusted as between principal and interest to take into account the prepayment. The Borrower will be advised annually as to the amount of any payment or prepayment which has been so credited, and the outstanding principal balance of the Note following the payment or prepayment. The Borrower must make monthly payments regardless of credits until the payments and credits completely amortize the Borrower's debt.

(C) In the event the credit is made at the time the Mortgage is discharged, a determination as to the amount of credit will be made as of the annual determination date established by the Authority which precedes the date of discharge. Credits will not be made with respect to any partial annual period the

Mortgage is outstanding following such annual determination date. To the extent necessary, any balance of the credit, remaining after the principal of the Note has been fully paid, will be applied against interest payments due on the Note. Notice will also be given to the Borrower if at any time the amount of the credit due the Borrower equals or exceeds the principal balance of the Note, and final settlement will be made accordingly.

The Mortgagor understands that the statements of fact contained in the Mortgagor's Affidavit of Eligibility are necessary conditions for the granting of this Loan.

Notice to Mortgagor:

This document substantially modifies the terms of this Loan. Do not sign it unless you have read and understand it.

I hereby consent to the modifications of the terms of the Mortgage and Note which are contained in the Rider.

Dated this 15TH day of JUNE, 19 82.

Ronald L. Wells
Signature

Barbara A. Wells
Signature

Ronald L. Wells
Printed

Barbara A. Wells
Printed

STATE OF WYOMING
COUNTY OF Sweetwater } ss.

The foregoing instrument was acknowledged before me by

Ronald L. Wells & Barbara A. Wells, Husband & Wife

this 15th day of June, 19 82.

Witness my hand and official seal.

Donna M. Gai
Notary Public

My Commission expires: 8/8/83

DONNA M. NIGAI
NOTARY PUBLIC
SWEETWATER COUNTY, WYOMING

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Rock Springs, a corporation organized and existing under the State of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by

Ronald L. Wells & Barbara A. Wells, Husband & Wife

and appears recorded in book 38 of mortgages, beginning on page 128 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

"ALL LANDS DESCRIBED IN SAID MORTGAGE."

191505

RECORDED June 23 1982 3:00 P M
IN BOOK 38 Mtg PAGE 134
FEES $11.00 Dorothy Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

together with the note or notes secured thereby, to the

Wyoming Community Development Authority

its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 15 day of June, 19 82

By George Stahla
Vice-President

Attest:
Title Assistant Vice-President

STATE OF WYOMING }
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by George Stahla

on this 15 day of June, 19 82

Witness my hand and official seal.

My Commission expires: 8/8/83

Donna M Ryan
Notary Public Title of Officer

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135 Rlsd 15 12 pg 762

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Wood R. Hulen and Betty J. Hulen, husband and wife residing at 7 East North Street P O Box 409 Pinedale, WY 82941 Sublette
(Rural Route - Street) (City) (County)
State of Wyoming, herein called the "Mortgagor," to secure the payment of $ XX 55,338.50, 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., 504 S. Maim, P O Box 146, Rock Springs, WY 82901 herein called the "Mortgagee," the following-described real estate, including rents and profits, situated in the County of Sublette, State of Wyoming, to-wit
(Address)

LOT 7, BLOCK 4, HENNICK'S SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

Title to said property is clear, free and unencumbered except (state exceptions, if any) First Interstate Bank

TO HAVE AND TO HOLD, the above-described real estate to the said Mortgagee, for it 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 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 the Mortgagee may reasonably require for the benefit of the Mortgagee, with such insurers as shall be approved by Mortgagee, and shall pay all costs and assessments thereof; shall pay all taxes and any other assessments which are chargeable against or may become a lien against the 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, because 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 of 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 laws 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 herein contained, or if Mortgagor ceases doing business as a going concern, or if a petition is filed by or against Mortgagor, perform all and singular the covenants and agreements herein contained, or if Mortgagor shall make an assignment for the benefit of creditors, or if a receiver or any officer of a court be appointed to have control of the property or assets of the Mortgagor, or if all or any part of the property is sold or transferred by the Mortgagor without the Mortgagee's prior written consent, 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 and sell said property, and out of the proceeds of such sale pay all sums due hereunder, together with all costs of sale and foreclosure, incluing a reasonable sum as attorney's fees.

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

Dated this 24th day of JUNE, 19 82

STATE OF WYOMING)
COUNTY OF Sweetwater) SS

Wood R. Hulen (SEAL)
Wood R. Hulen (SEAL)
Betty J. Hulen (SEAL)
Betty J. Hulen (SEAL)

The foregoing instrument was acknowledged before me by Wood R. and Betty J. Hulen this 24 day of June, 19 82
Witness my hand and official seal.
My Commission Expires: 2-11-86

Notary Public

611177 Rev 2 82

130553

RECORDED June 28, 19 82 at 2:00 P.M.
IN BOOK 138 MISC PAGE 135
RECORDS of Sublette County
SUBLETTE COUNTY CLERK
by Dorothy M. Shreve

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That MICHAEL R. NYSTROM, also known as Mike Nystrom, and PATRICIA S. NYSTROM, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($325,000), due December 28, 1982, with interest from and after June 28, 1982, at the rate of EIGHTEEN PER CENT (18%) PER ANNUM, payable at maturity, evidenced by one promissory note, of even date herewith, DO HEREBY MORTGAGE to STATE BANK OF BIG PINEY, mortgagee, whose address is Big Piney, Wyoming 83113, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

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

Section 5 - Lot 4 (NW/4 NW/4), SW/4 NW/4, NW/4 SW/4, SE/4 NW/4, NE/4 SW/4, NW/4 SE/4, SW/4 NE/4, and Lots 2 (NW/4 NE/4), and 3 (NE/4 NW/4) EXCEPT that part of the W/2 SE/4 and E/2 SW/4 of Section 32, Township 35 North, Range 110 West of the 6th P.M., and Lots 2 and 3, Section 5, Township 34 North, Range 110 West of the 6th P.M., described as follows:

ptl rlse B11p492
rlsd B11p496

Beginning at a point which is S88°34'W, 1360 feet from the east one-quarter corner of said Section 32 where found a quartz stone 5" X 6" three inches above ground marked 1/4 on W with mound of stone to S;

Thence S88°34'W, 2600.0 feet to a point;

Thence S09°38'E, 3050.0 feet to a point;

Thence S15°01'E, 670.0 feet to a point;

Thence N74°59'E, 982.8 feet to a point;

Thence N15°37'E, 3596.1 feet to the point of beginning;

EXCEPTING ALSO that part of the North Half of Lot 2, Section 5, Township 34 North, Range 110 West of the 6th P.M. described in warranty deed dated December 10, 1968, recorded December 12, 1968, in Book 14 of Deeds, page 195;

191559

RECORDED Dec 28 1982 1:00 P M
IN BOOK 38 Mtg PAGE 136
FEES $ 8.00 Fran J Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

EXCEPTING ALSO that part of Lot 3, Section 5, Township 34 North, Range 110 West of the 6th P.M., described in warranty deed dated December 18, 1972, recorded December 18, 1972, in Book 16 of Deeds, page 123;

(ALSO KNOWN AS Tracts 34, 38, 39, 40, 42, 48, 49 and 50, C L Bar Ranches, Sublette County, Wyoming, as set out on the plat recorded February 6, 1978, in Book 33 of Miscellaneous, page 528.)

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

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use for roads, lanes, ways, telephone transmission lines, electric transmission lines, pipelines, irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests;

AND TOGETHER WITH all rights of ingress and egress, and rights of access to the aforesaid lands by means of all roads, ways and lanes as the same are laid down on the ground as appurtenant and attached to the aforesaid lands

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 THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($325,000) 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, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

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

DATED this 25th day of June, 1982.

Michael R. Nystrom
MICHAEL R. NYSTROM, also known as MIKE NYSTROM

Patricia S. Nystrom
PATRICIA S. NYSTROM

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by MICHAEL R. NYSTROM, also known as MIKE NYSTROM, and PATRICIA S. NYSTROM, husband and wife, this 25th day of June, 1982.

Witness my hand and official seal.

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

Faye Hammons
Notary Public

My commission expires: 11/22/83

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RONALD M. LOVERCHECK and SHARON O. LOVERCHECK, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eighty Thousand and No/100 - -($80,000.00) - - - - Dollars, due 6/25/97 with interest from 6/25/82 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 $1,288.34

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE

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

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

Lot Eight (8), Block Three (3), Cooley First Addition to the Town of Pinedale, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO any reservations of record.

191576

Misc Bk 11 p 578
RONALD [illegible] et al
TO [illegible]
FILED [illegible] 1982 10:00 A.M.
[illegible] 139
SUBLETTE COUNTY, PINEDALE, WY
[illegible] COUNTY CLERK
By Dorothy [illegible] 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 25th day of June A. D. 1982.

In the presence of

Ronald M. Lovercheck

Sharon O. Lovercheck

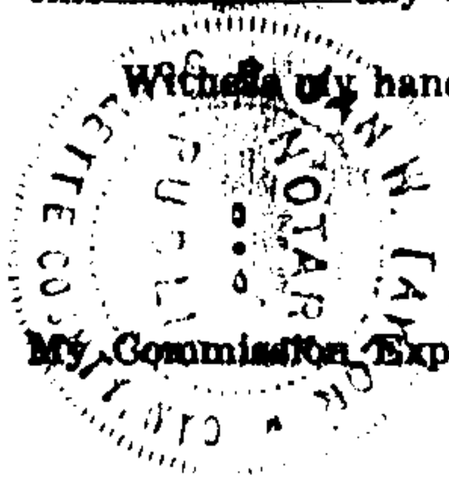
Sharon O. Lovercheck

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Ronald M. Lovercheck and Sharon O. Lovercheck,

this 23rd day of June, 1982.

Witness my hand and official seal.



Signature
Notary Public
Title of Officer

My Commission Expires: 1/22/85

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, $

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MORTGAGE DEED—FORM NO. 4

THE MILLS COMPANY, CHEYENNE 1-61302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JAMES W. BRIDGES, JR. and MARIE E. BRIDGES, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Thirty-eight Thousand and No/100- - ($38,000.00) - Dollars, due 6/25/89 with interest from 6/26/82 at the rate of eighteen (18%) per cent per annum, payable monthly evidenced by one promissory note, of even date herewith, payable in monthly payments (84) of $798.68 which include interest, first payment due 7/25/82 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:

Lots One (1), Two (2) and Three (3), Block Eight (8), Jones Addition to the Town of Pinedale, 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.

191577

RECORDED June 29 1982 12:20 PM
IN BOOK 35 Mtg PAGE 141
FEES $6.00 Karen J. Yack COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deanie M. Stevens

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 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 paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the rate.

In case default shall be made in the ment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest the same shall become due, or in case default shall be made in any of the covenants and agreements hereof then the 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 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 26th day of June A. D. 1982.

In the presence of

James W. Bridges, Jr.
James W. Bridges, Jr.

Marie E. Bridges
Marie E. Bridges

MORTGAGE DEED—FORM NO. 4½ [redacted] [redacted] THE MILLS COMPANY, CHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JAMES W. BRIDGES, JR. and MARIE E. BRIDGES, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Thirty-eight Thousand and No/100- - ($38,000.00) - Dollars, due 6/25/89 with interest from 6/26/82 at the rate of eighteen (18%) per cent per annum, payable monthly evidenced by one promissory note, of even date herewith, payable in monthly payments (84) of $798.68 which include interest, first payment due 7/25/82 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:

Lots One (1), Two (2) and Three (3), Block Eight (8), Jones Addition to the Town of Pinedale, 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.

191577

RECORDED June 29 1982 10:00 AM
IN BOOK 38 Mtg PAGE 141
FEES $6.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

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

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

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

Dated this 26th day of June A. D. 1982.

In the presence of

James W Bridges Jr.
James W. Bridges, Jr.

Marie E. Bridges
Marie E. Bridges

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State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by James W. Bridges, Jr. and Marie E. Bridges

this 8th day of June, 1982.

Witness my hand and official seal.



My Commission Expires: 1/1/83

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, $ ...

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Rlsd Lib 12 pg 502

MORTGAGE DEED—FORM NO. 4 A—SPECIAL

THE MILLS COMPANY, SHERIDAN 187896

M O R T G A G E

THIS MORTGAGE, made this 30th day of April, 19 82, between

Felix V. Marchese and Brenda G. Marchese, Husband and Wife

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

The Jackson State Bank, A Wyoming Banking Corporation

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

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

---

($ 5,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming

The West 369.06 feet of the E½NE¼NW¼ of Section 24, Township 38 North, Range 114 West, 6th P.M., Sublette County, Wyoming, lying and being situate northerly of the center-line of State Highway 187 and 189.

191588

Jan 30 10 12 8:00 AM
38 Mtg
Book 4 Yds Page 143
SUBLETTE COUNTY CLERK
by Dorcas M. Laurie

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. If the Mortgagor shall lease, sell, contract to sell or transfer in any fashion all or part of the real property described in this mortgage without the prior written consent of the Mortgagee, all obligations under this mortgage shall be immediately due and payable at the election of the Mortgagee if permitted by Wyoming law as then in effect. The Mortgagee, in its sole discretion, may permit any transferee to assume the obligations of this mortgage upon such conditions as the Mortgagee may determine and which are permitted by law. The Mortgagor shall promptly notify the Mortgagee of any proposed transfer.

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 Five Thousand and no/100 ----------

($ 5,000.00) Dollars, together with interest thereon at the rate of twenty per cent (20 %) per annum from April 30, 19 82, until paid, according to the conditions of a promissory note, dated April 30, 19 82, the ultimate maturity date of which is May 1, 19 87, which promissory note was executed and delivered by

Felix V. Marchese and Brenda G. Marchese, husband and wife; $132.47 monthly payments; commencing June 1, 1982.

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 insurable value

($) 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 -0- days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

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

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

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

9(a). If the Mortgagor becomes in default under this mortgage or under any other promissory note or agreement with the Mortgagee, or if the Mortgagor fails to comply with any term, covenant, or provision of this mortgage in any respect, the Mortgagee may declare all unpaid indebtedness secured by this mortgage to be immediately due and payable and shall have all of the rights of foreclosure specified in paragraph 8 as well as any other remedies permitted by law which may be available to the Mortgagee.

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10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

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

Felix V. Marchese.

x Brenda G. Marchese

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Teton } ss.

On this 30th day of April, 19 82, before me personally appeared

Felix V. Marchese and Brenda G. Marchese, 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.

MARY KAY JOHNSON
NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
My Commission Expires May 17 1986

My commission expires: _____

Mary Kay Johnson

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this _____ day of _____, 19 ____, before me personally appeared

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

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

My commission expires: _____

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this _____ day of _____, 19 ____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires: _____

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, SHERIDAN 14130B

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Donald Vigil and Caralyn Vigil, husband and wife

Big Piney, Wyoming 83113

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ----Twenty nine thousand dollars and no/100---- Dollars, due S/P 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 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 Two (2) Meadow Canyon Estate, Wyoming, as same appears of record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming

191591

Filed for Record
June 30 A.D. 1982 8:00A
38 Mtg Book 146
Fee $6.00 Lane J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

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

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

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

Dated this 21st day of June A. D. 19 82.

In the presence of

Donald Vigil

Caralyn J. Vigil

Caralyn J. Vigil (AKA)

146

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Donald Vigil
Caralyn J. Vigil
this 21st day of June, 19 82.

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, $

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, BILLINGS 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM B. JOHNSEY and KATHRYN M. JOHNSEY, husband and wife

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Sixty Nine Thousand Two Hundred and no/100---- Dollars, due 90 days with interest from date at the rate of 17.5 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 29 Meadow Canyon Estates, Wyoming, on the amended plat, as same appears of record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;

191592

June 30 1982 8:00 A
38 Mtg 148
$6.00 Karen 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 $69,200.00 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 25th day of June A. D. 1982.

In the presence of

+William B Johnsey
+Kathryn M. Johnsey

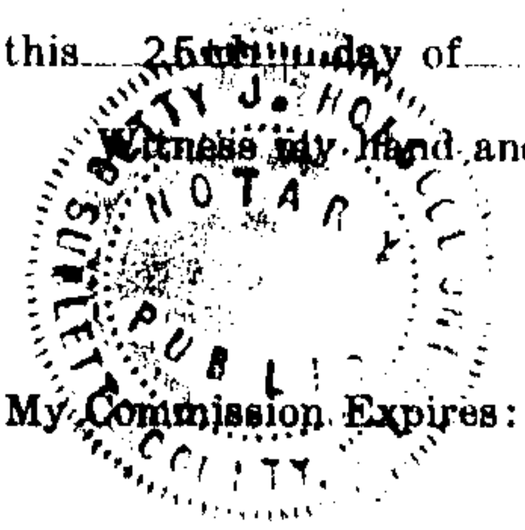
148 Book 168 of Misc 506

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by William B. Johnsey, Kathryn M. Johnsey,

this 25th day of June, 1982.

Witness my hand and official seal.



Betty J. Holcomb
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] [redacted] THE NILES COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DONALD VIGIL and CARALYN J. VIGIL, husband and wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of --Twenty Nine Thousand and no/100---------- Dollars, due S/P with interest from date at the rate of 17.5 per cent per annum, payable S/P annually evidenced by One (1) promissory note, of even date herewith,

do hereby mortgage to STATE BANK OF BIG PINEY Big Piney, Wyoming 83113 mortgagee, whose address is

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

Lot One Hundred Ninety-six (196) of Green River Ranch Unit B, being a portion of Section Two (2) and Eleven (11), Township 35 North, Range 111 West, 6th Principal Meridian, Sublette County, Wyoming, as said parcel or lot is laid down and described on the duly recorded plat thereof on file and of record in the Office of the Sublette County Clerk and Ex-Officio Register of Deeds, subject to all prior exceptions and reservations of record. Said Warranty Deed being executed in accordance with the terms of a Trust Agreement dated April 1, 1973 by and between Jack D. Richardson and Norma J. Richardson, husband and wife, Trustors and William L. Christie and Ezio Valentini, Purchasers.

191553

rlsd B11 p 474
June 30 1982 5:00 PM
38 Mtg PAGE 150
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by 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 $29,000.00 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 21st day of June A. D. 1982.

In the presence of

X Donald Vigil

X Caralyn J. Vigil

150

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Donald Vigil
Caralyn J. Vigil
this 21st day of June, 19 82.

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, $...

[redacted] MORTGAGE AM[redacted] [redacted] 21

THIS AGREEMENT made as of the 25th day of May 1982, by and between Jack D. Richardson of Sublette County, Wyoming ("Mortgagor") and THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation having its principal office at One Tower Square, Hartford, Connecticut 06115 ("Mortgagee"):

WITNESSETH:

WHEREAS, Mortgagee is the holder of the promissory note of Mortgagor payable to the order of Mortgagee, dated May 26 1971, in the original principal amount of $ 400,000.00 ("Note"); and

WHEREAS, the Note is secured by the mortgage of Mortgagor to Mortgagee, dated May 26, 1971, and recorded in Volume 23 Page 123 of the Sublette County/ land records ("Mortgage"), and

INT WET

Wyoming State

WHEREAS, pursuant to the Modification Agreement of even date herewith, Mortgagor and Mortgagee have agreed to

In consideration for the partial release, effective May 1, 1982 and commencing with the payment due May 1, 1983, the interest rate on the aforementioned promissory note is hereby raised from Eight and one-half percent (8.5%) per annum to Ten percent (10%) per annum, and the delay rate is hereby raised from Ten percent (10%) to Twelve percent (12%).

191607

RECORDED June 30 1982 1:00 PM
IN BOOK 38 Mtg PAGE 152
FEES $10.75 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

WHEREAS, the parties hereto desire to amend the Mortgage so as to secure all sums due and payable on the Note, as amended;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, Mortgagor and Mortgagee hereby agree as follows:

1. The [illegible] payment of principal [illegible]

2. The provisions of the Modification Agreement shall be secured by the Mortgage on a parity with and as fully as if such provisions were included in the original Note.

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3. The Mortgage, as amended hereby, shall remain in full force and effect according to its terms, and all terms, covenants, conditions and provisions of the Mortgage, as so amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date first written.

Jack D. Richardson

THE TRAVELERS INSURANCE COMPANY

Attest:

(R. M. Wyman) Secretary

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

STATE OF

Wyoming COUNTY OF Sublette

The foregoing instrument was acknowledged before me this 25th day of May, 1982 by Jack D. Richardson

as his free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: 11/22/83

Faye Hammons
Notary Public

Address: Pinedale
Wyoming 82941

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

State of Connecticut)
) ss. at Hartford, Connecticut
County of Hartford)

Before me, a notary public in and for said County and State, on this day, personally appeared **William E. Taylor**, to me known to be the idential person who subscribed the name of The Travelers Insurance Company to the foregoing instrument as its **Second** Vice-President, who, being by me duly sworn, did state that he is the **Second** Vice-President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him on behalf of said corporation by authority of its board of directors, and said **William E. Taylor** acknowledged to me that he executed the same for the uses, purposes, and consideration therein set forth and in the capacity therein stated as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation.

Given under my hand and seal of office this **8th** day of **June** 1982.

Patricia H. [illegible]
Notary Public (**Patricia H. [illegible]**)

My commission expires: **March 31, 1984**

155 Released BK 13 RLS. PG. 514

4

MORTGAGE

THIS MORTGAGE is made this 25TH day of JUNE, 19.82., between the Mortgagor, BILLY R. COLE, A SINGLE MAN (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, WYOMING 82901 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY THOUSAND DOLLARS AND NO/100********** Dollars, which indebtedness is evidenced by Borrower's note dated JUNE 25, 1982 (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 1, 2002.;

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

LOT 3, BLOCK 14, BALL SECOND ADDITION TO THE TOWN OF MARBLETON,
SUBLETTE COUNTY, WYOMING.

191618

RECORDED July 1 1982 2:00 P M
IN BOOK 58 Mtg PAGE 155
FEES $14.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Dorothy McClure

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.

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. SEE RIDER WHICH IS ATTACHED HERETO AND INCORPORATED HEREWITH BY THIS REFERENCE.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Billy R. Cole

BILLY R. COLE —Borrower

—Borrower

STATE OF WYOMING, SWEETWATER County ss:

The foregoing instrument was acknowledged before me this JUNE 25, 1982 (date) by

BILLY R. COLE, A SINGLE MAN (person acknowledging)

My Commission expires: 8/8/83

Donna M. Ngai
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

EXHIBIT C

Form 209

WYOMING COMMUNITY DEVELOPMENT AUTHORITY
UNIFORM MORTGAGE RIDER

The rights and obligations of the parties to the attached Mortgage and the Note which it secures are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Mortgage or Note, the provisions of this Rider shall control.

(1) The Mortgagor agrees that the Authority or its assignee may, at any time and without prior notice, accelerate all payments due under the Mortgage and Note and exercise any other remedy allowed by law for breach of the Mortgage or Note if:

(a) Without the prior written consent of the Authority or its assignee, the Mortgagor sells, rents, or otherwise transfers any interest in the property, or fails to occupy the Property as his or her permanent and principal residence;

(b) The Lender or the Wyoming Community Development Authority finds any statement contained in the Mortgagor's Affidavit of Eligibility to be untrue;

(c) The Borrower fails to promptly supply any information or document which the Lender, Servicer or the Authority may request to verify compliance with the terms and conditions of the Authority's Single Family Mortgage Purchase Program under which the Mortgage was provided; or

(d) The Wyoming Community Development Authority, at any time, in its sole discretion, determines that any of the requirements of Section 103A of the Internal Revenue Code of 1954, as amended, with respect to the Mortgage Loan has not been complied with, whether or not the Mortgagor is responsible for such noncompliance.

(2) (A) Under the provisions of Section 103A of the Internal Revenue Code of 1954, as amended (the "Code"), the Authority has elected to credit certain investment earnings from the proceeds of its Bonds to mortgagors under the Single Family Mortgage Purchase Program for so long such credit is required to keep the interest on the Bonds exempt from federal income taxation. As a mortgagor under the Program, the Borrower is entitled to receive a portion of the amount, if any, required to be credited. The amount of the Borrower's credit shall be determined by the Authority in its sole discretion consistent with Section 103A of the Code. The Borrower acknowledges and agrees that this amount will be treated for all purposes as a principal payment or prepayment on the Note secured by this Mortgage, and will not be paid to the Borrower. In crediting, the Authority assumes no responsibility as to the treatment of this credit for the Borrower's federal income tax purposes and the Borrower accepts full responsibility for same. The Authority will make credits on an annual basis or more frequent intervals at its discretion or at the time the Mortgage is fully discharged. The Authority is under no obligation to maximize the credit or to earn any credit.

(B) If the credit is made on an annual basis, a determination as to the amount of the credit will be made on an annual basis established by the Authority with respect to mortgages outstanding as of the determination date. Credits will not be made with respect to any partial annual period the Mortgage is outstanding following the annual determination date unless it becomes necessary to do so in order to comply with Section 103A of the Code. The amount of each annual credit will be treated as a payment or prepayment and will be credited by the Authority against the principal balance due on the Note. No reduction will be made in the level monthly payment stated in the Note. The allocation of the amount of the amortization payment will be adjusted as between principal and interest to take into account the prepayment. The Borrower will be advised annually as to the amount of any payment or prepayment which has been so credited, and the outstanding principal balance of the Note following the payment or prepayment. The Borrower must make monthly payments regardless of credits until the payments and credits completely amortize the Borrower's debt.

(C) In the event the credit is made at the time the Mortgage is discharged, a determination as to the amount of credit will be made as of the annual determination date established by the Authority which precedes the date of discharge. Credits will not be made with respect to any partial annual period the

[redacted] [redacted] [redacted]

Mortgage is outstanding following such annual determination date. To the extent necessary, any balance of the credit, remaining after the principal of the Note has been fully paid, will be applied against interest payments due on the Note. Notice will also be given to the Borrower if at any time the amount of the credit due the Borrower equals or exceeds the principal balance of the Note, and final settlement will be made accordingly.

The Mortgagor understands that the statements of fact contained in the Mortgagor's Affidavit of Eligibility are necessary conditions for the granting of this Loan.

Notice to Mortgagor:

This document substantially modifies the terms of this Loan. Do not sign it unless you have read and understand it.

I hereby consent to the modifications of the terms of the Mortgage and Note which are contained in the Rider.

Dated this 25TH day of JUNE, 19 82.

Billy R. Cole
Signature

BILLY R. COLE
Printed

Signature

Printed

STATE OF WYOMING
COUNTY OF Sweetwater } ss.

The foregoing instrument was acknowledged before me by

BILLY R. COLE, A SINGLE MAN

this 25TH day of JUNE, 19 82.

Witness my hand and official seal.

Donna M. Ngai
Notary Public

My Commission expires: 8/8/83

DONNA M. NGAI NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

/60

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Rock Springs, a corporation organized and existing under the State of, Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by

Billy R. Cole, a single man

and appears recorded in book 38 Mtg of mortgages, beginning on page 161 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 3, BLOCK 14, HALL SECOND ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING.

191619

Recorded [illegible] 1:53 2nd P.M.
IN BOOK 38 Mtg PAGE 161
FEES $4.00 Lora J Yeck COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Dora by McIlvaine

together with the note or notes secured thereby, to the

Wyoming Community Development Authority,

its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 29 day of June, 19 82.

By George Stahla
Vice-President

Attest: Nolla McNaelis
Title Assist. Vice-President

STATE OF WYOMING
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by George Stahla

this 29th day of June, 19 82

Witness my hand and official seal.

My Commission expires: 8/8/83

Donna M. Ngai
Notary Public — Title of Officer

NOTARY PUBLIC SWEETWATER COUNTY WYOMING 3/80

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE HILLS COMPANY, BILLINGS 141302

SECOND

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM C. BAYER, a single man,

mortgagor, of Denver County, State of Colorado, to secure the payment of Twenty Four Thousand Seven Hundred and NO/100 ($24,700.00) Dollars, due One Year from date with interest from date at the rate of ~~18%~~ 21% w.c.b. per cent per annum, payable annually evidenced by a promissory note, of even date herewith,

do hereby mortgage to

DONALD THORSON,

mortgagee, whose address is P.O. Box 338, Newcastle, Wyoming 82701,

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

Lots Thirteen (13), Fourteen (14), and Fifteen (15); Block 13, Pines Addition to the Town of Pinedale, County of Sublette, State of Wyoming, TOGETHER WITH all improvements and appurtenances thereunto appertaining;

191626

Recorded July 2, 1982 8:40 AM
Book 38 Mtg
Page 162
6 Lacy Yake
COUNTY CLERK
SUBLETTE COUNTY, WYOMING

This mortgage is secondary to that certain mortgage between the mortgagor and Citicorp. Person to Person Financial Center, Inc., dated 12/17/81 and recorded in Book 34 of Mortgages, page 689, in the office of the County Clerk, Sublette County, Wyoming.

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

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

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

Dated this 21 day of June A. D. 1982.

In the presence of

William C. Bayer
WILLIAM C. BAYER

163

State of COLORADO
County of DENVER } ss.

The foregoing instrument was acknowledged before me by William C. Bayer

this 21 day of JUNE, 1982

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: 4/2/84

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 MILLS [illegible] [illegible] 14130Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS J. JASKOLSKI and MELBA J. JASKOLSKI, husband and wife

aka MELBA JASKOLSKI

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

Ninety One Thousand and no/100---------- Dollars, due ten years

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

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

the amount of $1,610.51 beginnine July 29, 1982

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

the following described real

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

Lot thirty-one (31) of Halfmoon Mountain Subdivision as the same appears of record in the office of the County Clerk, Sublette County, TOGETHER WITH all improvements and appurtenances thereunto appertaining, and all water and water rights, ditches and ditch rights, reservoir and reservoir rights; SUBJECT TO rights of way and easements of record or in use; and SUBJECT TO reservations and restrictions of record; TOGETHER WITH drapes, refrigerator, washer and dryer, dishwasher, stove and oven.

191677

RECORDED July 6 1982 10:20 A M
IN BOOK 38 Mtg PAGE 164
FEES $6.00 Lois J Yake 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 $91,000.00 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. 19 82.

In the presence of

Thomas J. Jaskolski

Melba Jaskolski

Released BK. 14 Rel @ pg. 345

164

165

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Thomas J. Jaskolski, Melba Jaskolski aka Melba J. Jaskolski,

this 29th day of June, 19 82.

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

William R. and Helen R. Tanner, husband and wife
Big Piney, Wyoming 83113

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of
---Fifteen thousand dollars and no/100----- Dollars, due 5 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
the following described real
estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Block 11, Lots 1, 2, 3 & 4, of the Marbleton townsite, Sublette County, Wyoming.

191678

RECORDED July 6 1982 10:00 A M
IN BOOK 38 Mtg PAGE 166
FEES $6.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLewis

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 2nd day of July A. D. 19 82.

In the presence of

William R. Tanner
Helen R. Tanner

Rel'd Bk 11 pg 646

166

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William R. Tanner, Helen R. Tanner, this 2nd day of July, 19 82.

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, $

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That WOODS PETROLEUM CORPORATION, herein designated as Mortgagor, of Oklahoma County, State of Oklahoma, to secure the payment of that certain promissory note of even date herewith, given by Mortgagor to J.R. PEREZ, herein designated as Mortgagee, in the principal sum of FOUR HUNDRED THOUSAND AND NO/100 ($400,000.00) DOLLARS together with interest at the rate of thirteen (13%) percent per annum, payable at Mortgagee's address designated as P.O. Box 3091, Corpus Christi, Texas 78404, on the 10th day of January, 1983, hereby mortgage and warrant to Mortgagee, his successors and assigns, all of Mortgagor's right, title and interest in and to the following described Oil and Gas Lease and the property associated therewith, situated in Sublette County, State of Wyoming, to-wit:

An Oil and Gas Lease by and between the United States of America as Lessor, and J.R. PEREZ, as Lessee, dated May 1, 1982, Serial Number W75889 and covering 9,720.31 acres in Sublette County, Wyoming as covered by that certain Assignment from Mortgagee to Mortgagor dated June 30, 1982, covering the following described property:

Township 29 North, Range 110 West, 6th Princ. Merid.

Sec. 4:	Lots 1, 2, 3, 4, S/2 N/2, S/2.
Sec. 5:	Lots 1, 2, 3, 4, S/2 N/2, S/2.
Sec. 6:	Lots 1, 2, 7, 9, SE/4 NE/4, SE/4 SW/4, SE/4.
Sec. 7:	Lots 1, 2, 3, 4, E/2 W/2, E/2.
Sec. 9:	All
Sec. 10:	All
Sec. 15:	All
Sec. 21:	All
Sec. 22:	All
Sec. 25:	All
Sec. 26:	All
Sec. 27:	All
Sec. 28:	All
Sec. 29:	SW/4 SW/4
Sec. 33:	SE/4 NW/4, S/2
Sec. 34:	All
Sec. 35:	All

Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

That Mortgagor covenants and agrees with Mortgagee as follows:

1. That it will pay the indebtedness hereinabove set forth, all future advances and all other amounts herein required to be paid by Mortgagor, as the same become due and before the same shall become delinquent.

191696

July 6 1982 1:00 PM
38 Mtg PAGE 168
Lou J Yake CLERK
SUBLETTE PINEDALE WYO

168 Dorothy M Hines

2. That in case Mortgagor defaults in the payment of taxes, assessments, water or other governmental or municipal charges, or other lawful charges, as herein provided, Mortgagee may, upon ten (10) days notice to Mortgagor, pay the same at the expense of Mortgagor.

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

4. That in case default shall be made in the payment, when due, of all indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of material breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable after the expiration of ten (10) days notice to Mortgagor, at the election of Mortgagee, and any failure to exercise said election shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes, governing mortgage foreclosures and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale, including a reasonable attorney's fee, and in payment of all moneys expended or advanced by Mortgagee pursuant to the provisions of paragraph 2 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon. In case Mortgagee shall fail promptly to foreclose upon the happening of any default, he shall not thereby be prejudiced in his right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in his foreclosure rights in case of further default or defaults.

5. That in case of any default whereby the right of foreclosure occurs hereunder, Mortgagee shall, upon 10 days notice to Mortgagor, become entitled to exclusive possession, use and enjoyment of all property aforesaid and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to Mortgagee on request, and on refusal, the delivery of such possession, rents, issues and profits may be enforced by Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and Mortgagee shall be entitled to a receiver for 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 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 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.

6. In the event the herein described property or any part thereof, or any interest therein is sold, conveyed or alienated by Mortgagor (other than being transferred to a partnership of which Mortgagor is a General Partner), or by the operation of law or otherwise without the consent of Mortgagee in writing, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof and without demand or notice shall immediately become due and payable. If Mortgagee shall consent to such assumption, such consent may be

120

conditioned upon the agreement by the party assuming this mortgage to pay a rate of interest then acceptable to Mortgagee.

7. 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.

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand this 30th day of June, 1982.

ATTEST:

WOODS PETROLEUM CORPORATION

Tom Wood, Asst. Secretary

BY: Larry L. Miles, Vice-President

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 30th day of June, 1982, before me personally appeared Larry L. Miles, to me personally known, who having been by me first duly sworn did say that he is the Vice-President of WOODS PETROLEUM CORPORATION, the corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Larry L. Miles acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: 5/21/85.

Notary Public - Kathi C. Foster

[redacted] [redacted] #84437 - 293 [redacted]

MORTGAGE DEED—FORM NO. 4½ THE HILLS COMPANY, CHEYENNE 14130S

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Charles M. and Eillen Thorton (Husband and Wife)

316 Budd , Big Piney, Wy 83113

mortgagor, of Sublett County, State of Wyoming, to secure the payment of One thousand eight hundred thirty five..23/100 Dollars, due with interest from 4/21/82 at the rate of 21 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 ($70.32)

do hereby mortgage to

mortgagee, whose address is Alco of Wyoming
1856 Skyview, Casper, Wy 82601

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

Lots (12) twelve and (13) thirteen of

C.P. MacFlashan Addition of Big Piney
Sublett County, Wyoming.

Corrected Bk 39 pg 116

191672

Filed July 6 1982 9:00 AM
IN BOOK 38 Mtg PAGE 172
Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwain

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 21st day of April A. D. 1982

In the presence of

Charles M. Thorton

Eillen Thorton

Rlsd Bk. 12 pg 5
172

State of Wyoming }
County of NATRONA } ss.

The foregoing instrument was acknowledged before me by Charles and Ellen Thorton

this 27th day of April, 19 82.

Witness my hand and official seal.

Steven Marketon - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 22, 1985

Steven W. Marketon
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, $

WHEN RECORDED RETURN TO
FIRST BANK OF DENVER
P.O. BOX 5438
DENVER, CO 80217
ATTN: INSTALLMENT LOANS

WHEN RECORDED RETURN TO
FIRST BANK OF DENVER
P.O. BOX 5438
DENVER, CO 80217
ATTN: INSTALLMENT LOANS

MORTGAGE DEED---FORM NO. 4½ [redacted] [redacted] [redacted] THE MILLS COMPANY, CHEYENNE 141308

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Gregory H. Rice dba G. R. Sales and Service
Pinedale, Wyoming

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Eighteen thousand dollars and no/100 Dollars, due Six 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, 72 months at 400.43

do hereby mortgage to State Bank of Big Piney

mortgagee, whose address is Box 428
Big Piney, Wyoming 83113

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

Lot 14 of the Industrial Site, Sublette County, Wyoming

191748

RECORDED July 8 1982 1:00 PM
IN BOOK 38 Misc PAGE 174
FEES $10.00 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

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 Eighteen 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 6th day of July A. D. 19 82

In the presence of

Gregory H. Rice dba G. R. Sales and Service

174

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Gregory H. Rice dba C-R Sales & Service

this 6th day of July, 1982.

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 ___.

County Clerk and Ex-Officio Register of Deeds.

By ___ Deputy Clerk

No. ___ Fees, $ ___

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROGER J. GOODMAN and DIANE K. GOODMAN, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eight Thousand Six Hundred and No/100($8,600.00) - Dollars, due 12/28/82 with interest from 7/1/82 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 Eight (8) Monte Vista Estates, Sublette County, Wyoming, as the same appears on the 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 Restrictions Governing Monte Vista Estates recorded 9/10/76 in Book 32 of Miscellaneous, page 124, office of the County Clerk.
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

191769

Rel'd Bk 11 p 453

RECORDED July 9 1982 1:10 PM
IN BOOK 38 Mtg PAGE 176
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount 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. 1982.

In the presence of

Roger J. Goodman
Diane K. Goodman

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State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Roger J. Goodman and Diane K. Goodman, this 1st day of July, 1982.

Witness my hand and official seal.



My Commission Expires: 1/2/85

Signature
Notary Public
Title of Officer

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 14130Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD A. TROST and ESTHER J. TROST, husband and wife,

mortgagor S, of Casper, Natrona County, State of Wyoming, to secure the payment of Eighteen Thousand and NO/100 ($18,000.00) ---------- Dollars, due 6/1/88 with interest from 6/22/82 at the rate of eighteen (18%) per cent per annum, payable annually evidenced by one promissory note, of even date herewith, payable in five (5) annual payments of $5,756.01 which include interest at 18% per annum.

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 A-29 of Amended Boulder Lake Country Estates Fourth Filing, Unit A. 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, State of 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 reservations of record.

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM, NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

191770

RECORDED July 9 1982 1:00 P M
IN BOOK 38 Mtg PAGE 178
FEES $ 6.00 Lois Yost 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 shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any 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. 19 82.

In the presence of

Richard A. Trost
RICHARD A. TROST

Esther J. Trost
ESTHER J. TROST

Rlse Book 12 Page 736 1-18

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by RICHARD A. TROST, AND ESTHER J. TROST,

this 2nd day of June, 1982.

Witness my hand and official seal.

Signature
NOTARY PUBLIC
Title of Officer

My Commission Expires: 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, $ ___

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

OUR SAVIOR'S EVANGELICAL LUTHERAN CHURCH OF PINEDALE, WYOMING

mortgagor , of Sublette County, State of Wyoming , to secure the payment of THIRTY ONE THOUSAND, EIGHTY EIGHT and 38/100------ Dollars, due Five years with interest from 4-1-82 at the rate of 7 ½ per cent per annum, payable monthly evidenced by One (1) promissory note , of even date herewith, payable as follows: 59 equal consecutive monthly installments of $369.32 each, the first such installment shall be due and payable as of the first** es do hereby mortgage to LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD, a Missouri not-for-profit corporation mortgagee, whose address is LCEF 500 North Broadway, St. Louis, Missouri 63102

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

SOUTH HALF of LOT 3, and ALL of LOT 4 and LOT 5, BLOCK 26, COOLEY FIFTH ADDITION to the Town of Pinedale, Wyoming, and LOT 4 in BLOCK 2 of the HENNICK SECOND ADDITION to the Town of Pinedale, Sublette County, Wyoming.

**day of May, 1982 and subsequent installments being due and payable on the first day of each and every month of the next succeeding 58 months thereafter; and a 60th monthly ("Balloon") installment, in the full amount of the remaining balance of principal and interest being due and payable, on the first day of April, 1987.

191774

RECORDED July 9 1980 3:40 P M
IN BOOK 38 Mtg PAGE 180
FEES $6.00 Lois J Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including 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 as of 1st day of April A. D. 19 82 .

In the presence of

OUR SAVIOR'S EVANGELICAL LUTHERAN CHURCH OF PINEDALE, WYOMING

Trustee

Trustee

Release - Book 13, Page 445
11-12-86

180

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by John Awve and Floyd Schneider, as Trustees of OUR SAVIOR'S EVANGELICAL LUTHERAN CHURCH OF PINEDALE, WYOMING, this 2nd day of July, 1982.

Witness my hand and official seal.

Edwin R. Adams
Signature
Notary Public
Title of Officer

My Commission Expires: July 28, 1984

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

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

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

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

By ... Deputy Clerk

No. ... Fees, $ ...

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 RICHARD E. BONINE and RITA M. BONINE, husband and wife,

residing in Pinedale, Sublette County, Wyoming, whose post office address is General Delivery, 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*
7/14/82	$50,000.00	13.5%	7/14/2015

191838

RECORDED July 14 '82 4:15 P.M.
IN BOOK 38 Misc. PAGE 182
FEE $10.00 Lenore York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Schmit

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

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together with all rights, interests ...sements, hereditaments and appurtenances ...nto belonging, the rents, issues, and profits thereof and revenues and ...me therefrom, all improvements and perso... ...perty now or later attached thereto or reasonably necessary to the us... ...eof, including, but not limited to, ranges, re... ...tors, cloth... washers, clothes dryers, or carpeting purchased or financ... ...whole or in part with loan funds, all wate... ...r rights, and water stock pertaining thereto, and all payments at any ... ...owing to Borrower by virtue of any sale, lea... ...nsfer, conveyance, or condemnation of any part thereof or interest the... ...ll of which are herein called "the property".

TO HAVE AND TO HOLD ... ...roperty unto the Government and its assigns ...ver in fee simple.

BORROWER for Borrower's ...lt, Borrower's heirs, executors, administrators, ...ccessors and assigns WARRANTS THE TITLE to the property to the Gov... ...ment against all lawful claims and demands wh... ...soever except any liens, encumbrances, easements, reservations, or conveya... ...s specified hereinabove, and COVENANTS A... AGREES as follows:

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

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

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

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

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

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

(7) To pay when due all ...es, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with wate... water rights, and water stock pertaining to or reasonably necessary to the u... of the real property described above, and pro...ptly deliver to the Government without demand receipts evidencing such pa...ments.

(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 14th day of July 1982.

Richard E. Bonine

Rita M. Bonine

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Richard E. Bonine and Rita M. Bonine, this 14th day of July 82

Witness my hand and official seal.

Donna E. Sievers
Notary Public
County of Sublette
State of Wyoming
My Commission Expires April 22, 1986

(SEAL)

Donna E Sievers
Notary Public

My commission expires: 4/22 86

[redacted] [redacted] (AQPNM to [redacted]yomi[illegible]

Sublette

SEVENTH SUPPLEMENT
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

This Seventh Supplement made and entered into as of the 14th day of May, 1982, 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,

191843 (the "Fourth Supplement"), said Fourth Supplement being recorded

RECORDED July 15 1982 8:00 AM
IN BOOK 38 Misc PAGE 186
FEE $18.00 Lauri Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McInnis

PETER A. MACQUEEN
FORT WORTH NATIONAL BANK
POST OFFICE BOX 2050
FORT WORTH, TEXAS 76101

(Item 27)

in the following indicated records of the following counties in Wyoming:

COUNTY	VOLUME	PAGE
Park		
Converse		
Big Horn		

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

and a certain Sixth Supplement thereto dated June 8, 1981 (the "Sixth Supplement"), said Sixth Supplement being recorded in the following indicated records of the following counties in Wyoming:

COUNTY	VOLUME	PAGE
Park	62	105
Converse	755	191
Big Horn	(File No. U 4280	
Sublette	34	342

(the base Mortgage and First, Second, Third, Fourth, Fifth and Sixth Supplements hereto being hereinafter collectively referred to as the "Original Mortgage"); and

WHEREAS, in accordance with that certain Loan Agreement dated June 8, 1981, as amended by a Second Amendment thereto, of even date with this Seventh 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, certain of the notes described in the Original Mortgage have been renewed and additional funds have been and may be advanced by Mortgagee to Mortgagor under the provisions of the Original Mortgage; and

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 subparagraph (ii) and substituting the following in lieu thereof:

"(ii) That certain Promissory Note, of even date with Seventh 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 ONE HUNDRED TWENTY-FIVE MILLION AND NO/100 DOLLARS ($125,000,000), bearing interest as therein provided, payable to the order of Mortgagee at its offices in Fort Worth, Texas, on or before June 30, 1986.

(iii) That certain Promissory Note, of even date with Seventh Supplement to this Mortgage, Assignment of Production and Security Agreement executed and delivered jointly by Mortgagor and American Quasar Petroleum Co., in the principal amount of EIGHTEEN MILLION AND NO/100 DOLLARS ($18,000,000), bearing interest as therein provided, payable to the order of Mortgagee at its offices in Fort Worth, Texas, on or before ninety (90) days from the date thereof."

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. The Original Mortgage, except as amended hereby, is in all respects ratified and confirmed, and the Original Mortgage and this Seventh Supplement shall be read, taken and construed as one and the same instrument. Neither the execution of this Seventh 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 Seventh 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.

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

ATTEST:

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

THE FORT WORTH NATIONAL BANK

ATTEST:

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 Seventh Supplement thereto, (the Original Mortgage and this Seventh 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: American Quasar Petroleum Co., 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 _____, 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 14th day of May, 1982.

_____
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

_____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me appeared Timothy J. Peters 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 14th day of May, 1982.

Paula Midkiff
Notary Public in and for
Tarrant County, Texas

PAULA MIDKIFF, Notary Public
State of Texas

My Commission Expires:

My Commission Expires February 11, 1986

_____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME APPEARED N. D. Pool, to me personally known, who, being by me duly sworn, did say that he is the Vice President of AMERICAN QUASAR PETROLEUM CO., 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 14th day of May, 1982.

Bonnie A. Pearson
Notary Public in and for
Tarrant County, Texas

My Commission Expires:

3/20/84

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me appeared J. J. 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 limited partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of May, 1982

Notary Public in and for
Tarrant County, Texas

My Commission Expires:

3/8/85

MORTGAG[redacted] —FORM NO. 4-A [redacted] [redacted] 251—2M—8-54

MORTGAGE

THIS MORTGAGE, made this 7th day of July, 1982, between

JIM BUSTON and KAY PFISTERER BUSTON, husband and wife,
and
HANK SNOW and MELITA L. SNOW, husband and wife,

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

GREEN RIVER VALLEY REALTY, INC., a Wyoming corporation,

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

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

($ 55,000.00) 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 Pinedale, Sublette County, Wyoming:

Lots Seven (7), Eight (8), Nine (9) and Ten (10), in Block Twenty One (21), of the Hennick First Addition to the Town of Pinedale, Sublette County, Wyoming, as said lots are depicted and described on the duly recorded plat of said addition, together with all improvements thereon, easements and rights appertaining thereto.

191856

RECORDED July 15 1982 11:00 AM
IN BOOK 38 Mtg 194
FEES $8.25 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Adams

194 Released BK. 13 RLs. Pg. 727

195

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 and reservations, 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.

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

($ 55,000.00) Dollars, together with interest thereon at the rate of ten per cent (10 %) per annum from date , until paid, according to the conditions of a promissory note , dated even date herewith , and executed and delivered by

Jim Buston and Kay Pfisterer Buston, husband and wife, and Hank Snow and Melita L. Snow, husband and wife,

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

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagor shall pay the indebtedness as herein provided, and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of any 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 shall 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 hereafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than 80% of insurable value

( ) 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, 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, incurred by the Mortgagee, with interest thereon from the date of payment at the same rate as provided in the note hereof, 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 any foreclosure sale a proper deed of conveyance of the property so sold. 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 use 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, 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 Mortgagor 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 or refusal, the delivery of such possession, rents, issues and profits may be secured 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 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 excuted by the Mortgagors the date first above written.

Jim Buston

Kay Pfisterer Buston

Hank Snow

Melita L. Snow

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sublette } ss.

On this 7th day of July, 19 82, before me personally appeared

Jim Buston and Kay Pfisterer Buston, husband and wife, and Hank Snow and Melita L. Snow, 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: January 5, 1983

William H. Jackson

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

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

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

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires:

197 Rlsd Dd 11Pg 561
H-01,310 & 3.55

MORTGAGE DEED—FORM NO. 4½ THE HILLS COMPANY, SHERIDAN 14130R

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Frank and Shirley Bray (Husband and Wife)

Box 562 , Big Piney, Wy 83113

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

Three thousand fifty four dollars 78 /100 Dollars, due

with interest from 4/21/82 at the rate of 21 per cent per annum, payable annually

evidenced by A promissory note , of even date herewith, due and payable in

(24) equal and consecutive monthly installments of ($159.67)

do hereby mortgage to

mortgagee, whose address is Alco fo Wyoming

1856 Skyview , Casper, Wy 82601

the following described real

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

Portion of West one half (1/2) North East

One fourth (1/4) , Thirty five (35)

Township Thirty (30) , Range North One hundred twelve (112) West

191375

[illegible] July 2[illegible]
[illegible] 38 [illegible]
[illegible] Sublette Co

502 BOOK A
PAGE 197
COUNTY [illegible]
CLERK [illegible]

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 part of the above indebtedness hereby secured, 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 indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee legal representatives or assigns may pursuant to law, to foreclose on and sell said property, 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 21 day of April A. D. 19 82

In the presence of

C. Frank Bray

C. Shirley Bray

State of Wyoming
County of Natrona } ss.

The foregoing instrument was acknowledged before me by Frank and Shirley Bray,

this 27th day of April, 1982.

Witness my hand and official seal

Steven Marketon - Notary Public
County of Natrona — State of Wyoming
My Commission Expires July 22, 1985

My Commission Expires:

Steven Marketon
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, $

STANDARD ABSTRACT & TITLE CO.
ABSTRACTS AND TITLE INSURANCE
REAMED & CASPER
01 Natrona County

198

DEED OF TRUST AND SECURITY AGREEMENT

STATE OF Wyoming

COUNTY OF Sublette

KNOW ALL MEN BY THESE PRESENTS THAT:

GENERAL HYDROCARBONS, INC., a Nevada corporation (the "Company") having its principal office at 200 Transwestern II Building, Billings, Montana 59107-1515, for and in consideration of the indebtedness hereinafter described, by these presents does hereby GRANT, BARGAIN, SELL, MORTGAGE, PLEDGE, ASSIGN, TRANSFER, SET OVER and CONVEY IN TRUST unto MICHAEL R. McCLURG (the "Trustee"), having an office at 983 Old Eagle School Road, Suite 603, Wayne, Pennsylvania 19087, and its successors in trust forever, for the use and benefit of EAGLEWOOD FINANCE COMPANY, a Pennsylvania limited partnership (the "Holder), having its principal office c/o Michael R. McClurg, 983 Old Eagle School Road, Suite 603, Wayne, Pennsylvania 19087, all of the estate, right, title and interest of the Company (the "Joint Venture Interest") in, to and under a certain "Energetics-General Hydrocarbons Capital Joint Venture Agreement", dated July 1, 1981, as amended (the "Joint Venture Agreement"), between the Company and Energetics, Inc., a Colorado corporation ("Energetics"), pursuant to which the joint venture known as the "Energetics-General Hydrocarbons Capital Joint Venture" has been formed, including without limitation all of the joint venture interest of the Company in such Joint Venture as a joint venturer under the Joint Venture Agreement; and

The Company, for and in consideration of the same indebtedness and of the sum of $10.00 in hand paid to it, the receipt and sufficiency of which hereby acknowledged, by these presents does hereby GRANT, BARGAIN, SELL, AGE, PLEDGE, ASSIGN, TRANSFER, SET OVER and CONVEY IN TRUST unto the e and its successors in trust forever, for the same use and benefit, of the estate, right, title and interest of the Company in, to and under all and singular the lands, leasehold estates, royalties, interests and other properties described in Exhibit A attached hereto and made a part hereof (the "Mortgaged Premises"; the Mortgaged Premises and the Joint Venture Interest granted above being hereinafter sometimes referred to collectively as the "Collateral");

TO HAVE AND TO HOLD the Collateral, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in anywise belonging, unto the said Trustee and its successors and assigns forever, IN TRUST, NEVERTHELESS, and the Company hereby covenants and represents that it is the lawful owner and holder of the Joint Venture Interest and the Mortgaged Premises, and has good right and authority to pledge and convey the same and each and every part and parcel thereof.

INDEBTEDNESS SECURED:

THIS CONVEYANCE is in trust to secure the payment in full, promptly when due, of the principal of and interest on each of the Notes in $2,500,000 original aggregate principal amount from time to time outstanding under a certain Loan Agreement, dated as of March 1, 1982 (the "Loan Agreement"), between the Company and the Holder, and the performance of all of the other obligations of the Company hereunder and all of the obligations of the Company under the Loan Agreement. By this reference the Loan Agreement is hereby incorporated herein and made a part hereof for all purposes to the same extent and with the same effect as though it were fully set forth herein and made a part hereof. In the event of any conflict between this Deed of Trust and Security Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern. Any default by the Company under the Loan Agreement shall constitute an event of default hereunder. This conveyance is further in trust to secure the payment of all other existing or future indebtedness of whatsoever nature of the Company to the Holder and all other related obligations of the Company. As hereinafter used in this instrument, the term "Indebtedness" shall mean and include all of the aforesaid indebtedness and obligations of the Company which are or are intended to be secured by this Deed of Trust and Security Agreement.

191911

RECORDED July 21 1982 5:00 A M
IN BOOK 38 Mtg PAGE 199
[redacted] [redacted]

AND the Holder agrees that the Company shall be entitled to the release from the lien of this Deed of Trust and Security Agreement, at any time and from time to time, of one or more portions of the Mortgaged Premises, provided and upon the express conditions that on each occasion (i) the Company shall request such release in a writing signed by the Company and specifically identifying the portion of the Mortgaged Premises with respect to which the release is requested; (ii) such written request is accompanied by a payment in cash, to be applied to the repayment of the Indebtedness (such application to be made as among the various items of Indebtedness in such order and manner as the Holder may elect in its sole discretion), in an amount not less than the then current fair market value of the property proposed to be released, as determined by the Holder in its reasonable judgment; (iii) the elimination of the property proposed to be released from the lien of this Deed of Trust and Security Agreement will not, in the reasonable judgment of the Holder, materially diminish the fair market value or marketability of the remainder of the Mortgaged Premises and such remainder shall be reasonably compact and continguous; and (iv) the cost of the preparation and recording of the required instruments of release shall be paid for by the Company.

COVENANTS OF COMPANY:

For the purpose of better securing the payment of the Indebtedness, promptly when due, the Company covenants and agrees as follows:

(1) To pay and discharge on a timely basis all of its obligations under the Joint Venture Agreement or with respect to the Joint Venture.

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

(3) That no right or remedy in favor of the Holder 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, remedies and securities which the Holder may now or hereafter have securing the Indebtedness.

(4) Not to assert, and the Company hereby waives, all rights of marshalling of assets in the event of the foreclosure of the lien hereby created.

(5) To pay all taxes and assessments of every kind and character charged, levied or assessed against the Mortgaged Premises or any part or parcel thereof, before any such taxes or assessments shall become deliquent.

(6) To preserve the Collateral in good condition and in full force and effect.

DEFAULT AND FORECLOSURE:

Should the Company make prompt payment of the Indebtedness, as the same becomes due and payable, and strictly comply with all the covenants and requirements contained herein and in the Loan Agreement provided and not be in default under any other Indebtedness to the Holder, then the conveyance hereby of the Joint Venture Interest and the Mortgaged Premises shall become of no further force and effect, and the lien hereof shall be released at the cost and expense of the Company, but should the Company default in the punctual payment of the Indebtedness secured hereby, or any part thereof, principal or interest and the same become due (whether by acceleration or otherwise), or should the Company in any respect fail to keep and perform any of the covenants herein or in the Loan Agreement provided to be kept and performed by the Company, or should the Company otherwise be in default hereunder or under the Loan Agreement, then, and in any such case the whole amount of the Indebtedness remaining shall, at the option of the Holder, immediately mature and become payable, and the Holder may avail itself of any and all legal and equitable remedies available to it for the enforcement of this Deed of Trust and Security

Doc

Agreement, and it shall thereupon, or at any time thereafter, the same or any part thereof remaining unpaid, be the duty of the Trustee herein, on the request of the Holder (which request is hereby presumed) to enforce this trust, as to the properties and interests covered hereby, and after giving notice to the Company, and after advertising the time, place and terms of the sale of all of the Collateral, or any part thereof (the privilege of selling in whole or in part being hereby granted), for the time and in the manner, if any, required by the laws of the state wherein the Collateral is located, to sell the same in accordance with such laws, at public auction, at the door of the courthouse of the county in which the Mortgaged Premises are situated, to the highest bidder for cash, selling all property advertised for sale as an entirety or in parcels, as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty binding the Company herein, and its successors and assigns.

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

The Holder shall have equal rights to become the purchaser at any sale made hereunder.

The Trustee shall pay, distribute and apply the proceeds of any such sale as follows: First, in payment of all expenses of advertising, sale and conveyance; Second, in payment to the Holder of the principal of and interest accrued on advances made for the account of the Company pursuant to the terms hereof or the terms of any other instruments securing Notes described above and covering the Collateral or any part thereof, application to be made to interest and then to principal; Third, in payment of the principal and interest due and unpaid on the Notes hereinabove described and in payment of any other Indebtedness secured hereby, application to be made by the Trustee in such manner as the Holder may elect and specify; Fourth, pay the balance, if any, of the proceeds of any such sale over to the Company, and its successors and assigns, and said sale shall forever be a bar against the Company and its successors and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser will be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed.

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

ADDITIONAL RIGHTS AND REMEDIES OF THE HOLDER:

If the Company shall fail to comply with the covenants set forth in this Deed of Trust and Security Agreement or the Loan Agreement, then the Holder may, but shall not be obligated to, perform the same for the account and at the expense of the Company, and any and all expenses incurred and paid in so doing shall be payable by the Company to the Holder, with interest at the fluctuating rate per annum which at all times shall be 3% in excess of the "Prime Rate" of First Bank (N.A.) - Billings of Billings, Montana, such fluctuating rate to change as and when such Prime Rate shall change, or, if less, the highest rate permitted by law, from the date when the same were so incurred or paid, and the amount thereof shall be payable on demand and shall be secured by and under this Deed of Trust and Security Agreement, and the amount and nature of expense and time when paid shall be held fully established by the affidavit of the Holder, or by the affidavit of any Trustee acting hereunder; provided, however, that the exercise of the right of advancement shall in nowise be considered or constituted a waiver of the right of the Holder to declare the indebtedness secured by this Deed of Trust and Security

Agreement to be at once due and payable. As used herein, the term "Prime Rate" shall mean the rate of interest publicly announced by said First Bank (N.A.) - Billings from time to time as its "Prime Rate" of Interest.

No remedy herein conferred upon or reserved to the Trustee or the Holder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

MISCELLANEOUS PROVISIONS:

If, while this Deed of Trust and Security Agreement is in effect, the title of the Company to the Collateral or any part thereof, or the priority of the lien of this Deed of Trust and Security Agreement, is questioned or attached, directly or indirectly, by suit or other judicial proceedings, or in any other manner, or if a controversy of any nature arises relative to such title or the priority of such lien, or if after this Deed of Trust and Security Agreement is released any person shall make a claim or demand against the Holder on account of any action or omission or alleged action or omission of the Holder hereunder, then the Company agrees to protect and save harmless the Holder from any and all costs, losses, damages, claims and demands, and the Holder is hereby authorized and instructed, at the cost and expense of the Company, to take such steps as in the Holder's judgment may be necessary or proper to defend against any such claim, demand, controversy, suit or attack, including the employment of counsel, the prosecution and defense of litigation and the compromise or discharge of such claims or controversies; and the expenses incurred in such proceedings, including all sums paid in compromise or discharge of such charges and claims, or attorneys' fees, court costs and all other expenses of every kind and nature while this Deed of Trust and Security Agreement remains in effect, shall become an additional part of the Indebtedness secured hereby, bearing the maximum allowable rate of interest (or, if less, the aforesaid fluctuating rate of interest), shall be payable on demand, and shall be secured by the lien of this Deed of Trust and Security Agreement (the same not having been previously released) upon the Collateral; and whether before or after this Deed of Trust and Security Agreement is released, the Company agrees to pay to the Holder on demand all such sums and expenses paid and suffered by the Holder and that the same shall be secured by subrogation to all the rights, liens, equities, superior titles 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 the Holder under this paragraph may be availed of by the Holder and be exercised at any time, regardless of whether the Indebtedness be then due or not; and it is distinctly understood that the release of this Deed of Trust and Security Agreement shall not relieve the Company of its liability to save the Holder harmless from any damage suffered by the Holder on account of any claim or demand made against it before or after release of this Deed of Trust and Security Agreement.

The Company shall deliver to the Holder at any time on the Holder's request all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys, maps, logs, geologic and geographic reports, evaluations and similar documents and other papers relating to the Mortgaged Premises, and in the case of the foreclosure hereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining an assignment of the Mortgaged Premises by reason of such foreclosure.

For the purpose of the provisions hereof calling for the exercise of discretion, the term "Holder" herein used shall include any lawful owner, holder or pledgee for the time being of a majority in aggregate principal amount of the Notes then outstanding, and the Indebtedness evidenced thereby may be assigned in whole or in part by the Holder at any time and from time to time.

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

This Deed of Trust is intended to constitute a security agreement for purposes of the Uniform Commercial Code as in effect in any applicable jurisdiction and is intended to create a security interest in any and all of the Collateral which is of a kind of character subject to the Uniform Commercial

Code, and without limiting any other provision herein contained, upon any default in the payment of any of the Indebtedness or in the performance of any obligation of the Company hereunder, the Trustee shall have and may exercise from time to time for the benefit of the Holder all of the rights and remedies of a secured creditor under the Uniform Commercial Code.

This instrument is executed this 19th day of July, 1982, and shall be deemed, and may be enforced from time to time as, a Deed of Trust.

GENERAL HYDROCARBONS, INC.

CORPORATE SEAL

ATTEST:

Robin R. Lovell
Assistant Secretary

By John J. Tonnsen
John J. Tonnsen, Vice President

(SEAL)

STATE OF Montana)
) ss.
COUNTY OF Yellowst)

BEFORE ME personally appeared John J. Tonnsen and Robin R. Lovell to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President-Exploration and Assistant Secretary of the above-named GENERAL HYDROCARBONS, INC., a corporation, and severally acknowledged to and before me that they executed such instrument as such Vice President-Exploration and Assistant Secretary respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 19th day of July, 1982.

My Commission Expires April 17, 1984

Notary Public

EXHIBIT A

Attached to and made a part of the Deed of Trust and Security Agreement dated _____, 19___, by and between GENERAL HYDROCARBONS, INC., and EAGLEWOOD FINANCE COMPANY.

Lessor: United State of America
#
Lessee: Valeria M. Mohr
#
Lease Date: June 6, 1981 (Effictive date July 1, 1981)
#
Lease Number: W-72837
#
Recorded: Book _____ Page _____ County _____ State _____
#
Description:

Township 28 North, Range 110 West, 6th P.M.

Section 5: Lots 1,2,3,4, S½
Section 6: Lot 4, S½SE¼
Section 7: E½
Section 8: All
Containing 1559.79 acres, more or less,
situated in Sublette County, Wyoming.

205

Released 7/25/92
Book 16 Rel
page 113

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That ORLIE D. ROUNKLES and CAROL ANN ROUNKLES, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of SIXTEEN THOUSAND DOLLARS ($16,000), with interest from June 22, 1982, at the rate of TEN PER CENT (10%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in 120 equal monthly installments of $211.45 each, beginning on July 22, 1982, and a similar payment on the 22nd day of each month thereafter until said principal sum and all interest have been fully paid, DO HEREBY MORTGAGE to V. L. LOONEY and PATRICIA E. LOONEY, husband and wife, and to the survivor thereof, mortgagees, whose mailing address is P. O. Box 322, Pinedale, Wyoming 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot No. 8 of the Wild Horse Ranch Subdivision as said subdivision appears on the plat and map thereof approved by the Board of County Commissioners of Sublette County, Wyoming, on the 6th day of August, 1980, and on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming;
>
> TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto, and TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;
>
> BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patent AND SUBJECT FURTHER TO all easements and rights of way for roads, ways, telephone transmission lines, electric transmission lines, canals and ditches, and pipelines. AND SUBJECT FURTHER TO all outstanding mineral interests;

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN _____ DOLLARS ($_____) during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises

191924

RECORDED July 21st 1982 1:40 P M
IN BOOK 28 Mtg PAGE 205
FEES 6.00
SUBLETTE COUNTY CLERK

insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the ame rate;

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

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

DATED this 16th day of July, 1982.

Orlie D. Rounkles
ORLIE D. ROUNKLES

Carol Ann Rounkles
CAROL ANN ROUNKLES

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by ORLIE D. ROUNKLES and CAROL ANN ROUNKLES, husband and wife, this 20th day of July, 1982.

Witness my hand and official seal.

KATHLEEN A. KINSEY NOTARY PUBLIC

Kathleen A. Kinsey
Notary Public

My commission expires:
January 10, 1983

207 Recorded July 22nd 1982

MORTGAGE DEED—FORM NO. 4[illegible] THE MILLS COMPANY, SHERIDAN 14130Z

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THEODORE P. DEW and LEONA M. DEW, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Ten Thousand and No/100 - -($10,000.00) - - - - - - Dollars, due 7/20/92 with interest from 7/12/82 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 $180.19 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 Nine (9), Block Three (3), Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

101038

RECORDED July 22nd 1982 9:15 A M
IN BOOK 38 Misc PAGE 207
FEES $ 6.00 Lucy S. 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 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 12th day of July A. D. 1982.

In the presence of

/s/ Theodore P. Dew
Theodore P. Dew

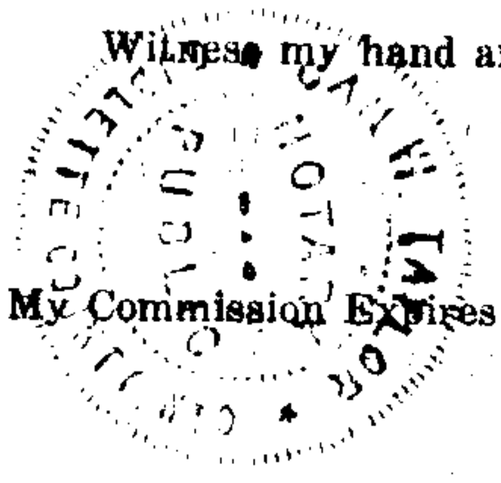
/s/ Leona M. Dew
Leona M. Dew

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Theodore P. Dew and Leona M. Dew,

this 15th day of July, 1982.

Witness my hand and official seal.



My Commission Expires: [illegible]

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, $

GISE - Book 13, Page 55
PHL (Lot 25)

209

Full Release BK 13 RLS PG 638

MORTGAGE DEED — FORM NO. 41

THE H. L. S. COMPANY, CHEYENNE, WYO. 82002

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

IVAN G. SHEFFEY also know as IVAN G. Sheffy, and HELEN V. SHEFFEY also known as HELEN V. SHEFFY, husband and wife,

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Twenty-six Thousand ($26,000.00) and NO/100 - - - - Dollars, due 8/20/92 with interest from 7/16/82 at the rate of 18% per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $468.49 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:

Mountain

Lots 23, 25, and 27 of the Half Moon Subdivision, Third Filing, Sublette County, Wyoming, as the same appear of record in the office of the County Clerk and Ex-Officio Register of Deeds, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO: easements and rights of way of record or in use; to reservations and restrictions of record.

191[illegible]

RECORDED July 22nd 1982 9:55A M
IN BOOK 38 Mtg PAGE 209
FEES $ 6.00 Rec 2 Pgs
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK

The mortgagor S agree to pay the indebtedness hereby secured, and to pay 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 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 thereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee it legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and 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 July, A. D. 19 82

In the presence of

IVAN G. SHEFFEY

Helen V. Sheffy

HELEN V. SHEFFEY

Ivan G. Sheffy

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Ivan G. Sheffey and Helen V. Sheffey, husband and wife,

this 15th day of July, 1982.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires:

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That FEAR RANCHES, INC., a Colorado corporation, qualified in the State of Wyoming and having its business offices at Big Piney, Sublette County, Wyoming, mortgagor, to secure the payment of FOUR MILLION DOLLARS ($4,000,000), due October 1, 1982, with interest from June 22, 1982, at the rate of SIXTEEN PER CENT (16%) PER ANNUM, payable at maturity, evidenced by one promissory note, of even date herewith, DOES HEREBY MORTGAGE to the COLORADO NATIONAL BANK whose mailing address is P. O. Box 5168 T.A., Denver, Colorado 80217, mortgagee, the following described real estate situate in the County of Sublette, in the State of Wyoming, to-wit:

Township 29 North, Range 111 West of the 6th P.M., Wyoming

Section 2 - Lots 1, 2, 3, 4, 7, 8 and 9;
Section 3 - Lots 1, 2, 3, 4, 5, 7, 8, 9 and 14, and NE/4 SE/4;
Section 4 - Lots 1, 2, 3, 4, 5, 7 and 8, SW/4 NE/4, S/2 NW/4, N/2 SW/4, SW/4 SW/4;
Section 5 - Lot 1, SE/4 NE/4, E/2 SE/4;

Township 30 North, Range 111 West of the 6th P.M., Wyoming

Section 32 - S/2 NE/4 SE/4, SE/4 SE4;
Section 33 - NE/4 NW/4 SW/4, S/2 NW/4 SW/4, SW/4 SW/4, E/2 SW/4, SE/4;
Section 34 - S/2;
Section 35 - NW/4 SW/4, S/2 SW/4;

Township 32 North, Range 111 West of the 6th P.M., Wyoming

Section 4 - Lot 4;
Section 5 - Lots 1 and 2;
Section 6 - Lot 1;
Section 7 - Lots 2, 3 and 4, NE/4 NE/4, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4;
Section 8 - All of said section;
Section 9 - W/2 W/2;
Section 17 - All of said section;
Section 18 - Lots 1, 2 and 3, NE/4, E/2 NW/4, E/2 SW/4, SE/4;
Section 19 - NE/4 NE/4;
Section 20 - N/2, NE/4 SW/4, N/2 SE/4, SE/4 SE/4;
Section 21 - NW/4 NE/4, S/2 NE/4, NW/4, S/2;
Section 28 - NW/4 NE/4, N/2 NW/4;
Section 29 - NE/4 NE/4;

191955

RECORDED July 22 1982 1:00 PM
IN BOOK 38 MTG PAGE 211
FEES 4.75 Janice L. Lake COUNTY CLERK
SUBLETTE COUNTY CLERK

Township 32 North, Range 112 West of the 6th P.M., Wyoming

Section 10 - Lots 1, 2, 3 and 4, S/2 NE/4, SE/4 NW/4;
Section 11 - Lots 1, 2, 3 and 4, S/2 N/2, N/2 SE/4, SE/4 SE/4;
Section 12 - Lots 1, 2, 3 and 4, S/2 N/2, S/2;
Section 13 -NE/4, NE/4 NW/4, NE/4 SE/4;

Township 33 North, Range 111 West of the 6th P.M., Wyoming

Section 31 - Lots 3 and 4, SE/4 SW/4, SW/4 SE/4;
Section 33 - SE/4;
Section 34 - SW/4;

Township 33 North, Range 112 West of the 6th P.M., Wyoming

Section 26 - SW/4 NW/4, SW/4, W/2 SE/4;
Section 27 - NW/4 NE/4, S/2 NE/4, S/2 NW/4, S/2;
Section 34 - N/2 NE/4, SE/4 NE/4;
Section 35 - W/2 NE/4, NW/4, S/2;

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

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way for telephone transmission lines, electric transmission lines, pipelines, and irrigation ditches and canals, 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 _____ 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 shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

IN WITNESS WHEREOF, FEAR RANCHES, INC., a Colorado corporation, has caused the execution hereof by its president and its corporate seal to be hereunto affixed the day and year first above written.

FEAR RANCHES, INC., a Colorado corporation

Attest:

(S e a l)

By Kenneth Fear
Its president

By C.B. Fear Jr.
Its secretary

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Kenneth Fear this 29th day of June 1982.

Witness my hand and official seal.

FAYE HAMMONS Notary Public
County of Sublette
State of Wyoming
My Commission expires November 22, 1

My commission expires: 11/22/8[illegible]

Faye Hammons
Notary Public

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That FEAR RANCHES, INC., a Colorado corporation, qualified in the State of Wyoming and having its business offices at Big Piney, Sublette County, Wyoming, mortgagor, to secure the payment of FOUR MILLION DOLLARS ($4,000,000), due October 1, 1982, with interest from June 22, 1982, at the rate of SIXTEEN PER CENT (16%) PER ANNUM, payable at maturity, evidenced by one promissory note, of even date herewith, DOES HEREBY MORTGAGE to the COLORADO NATIONAL BANK whose mailing address is P. O. Box 5168 T.A., Denver, Colorado 80217, mortgagee, the following described real estate situate in the County of Sublette, in the State of Wyoming, to-wit:

Township 35 North, Range 111 West of the 6th P.M., Wyoming

Section 5 - Lots 2, 3 and 4, SW/4 NE/4, S/2 NW/4, SW/4, NW/4 SE/4;
Section 6 - Lots 1, 2, 3 and 4, S/2 NE/4, SE/4 NW/4, SE/4;
Section 7 - Lots 3 and 4, NE/4, E/2 SW/4, SE/4;
Section 8 - N/2 NW/4, SW/4 NW/4, SW/4;
Section 17 - NW/4, S/2 and that portion of the W/2 NE/4 of said Section 17, lying and being westerly of the thread of the present channel of the Green River;
Section 18 - Lots 1, 2, 3 and 4, NE/4, E/2 NW/4, E/2 SW/4, N/2 SE/4, SE/4 SE/4;
Section 19 - Lot 1, NE/4 NE/4, NE/4 NW/4;
Section 20 - N/2, N/2 SW/4, SE/4 SW/4, SE/4;
Section 21 - All of said section;
Section 22 - SW/4 NW/4, W/2 SW/4;
Section 27 - NW/4 NW/4;
Section 28 - NW/4;
Section 29 - E/2, E/2 W/2;
Section 32 - NE/4, NW/4 SE/4;
Section 33 - NW/4, E/2 SW/4;

Township 35 North, Range 112 West of the 6th P.M., Wyoming

Section 1 - W/2 SW/4;
Section 2 - Lots 2, 3 and 4, S/2 N/2, S/2;
Section 11 - N/2 N/2, SE/4 SE/4;
Section 12 - NW/4, S/2;
Section 13 - N/2, N/2 SW/4, SE/4 SW/4, SE/4;
Section 14 - N/2 NE/4, SE/4 NE/4;
Section 24 - N/2 NE/4, NE/4 NW/4;

191356

RECORDED July 22 1982 1:00 PM
IN BOOK 38 Alty PAGE 214
FEES 4.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK Clerk

214

Township 36 North, Range 111 West of the 6th P.M., Wyoming

Section 21 - All of said section;
Section 22 - W/2 SW/4;
Section 27 - W/2 W/2;
Section 28 - All of said section;
Section 31 - Lots 2, 3 and 4, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4;
Section 32 - SW/4 NE/4, S/2 NW/4, SW/4, W/2 SE/4;
Section 33 - N/2;
Section 34 - N/2 NW/4;

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

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way for telephone transmission lines, electric transmission lines, pipelines, and irrigation ditches and canals, 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 an amount 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 shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

IN WITNESS WHEREOF, FEAR RANCHES, INC., a Colorado corporation, has caused the execution hereof by its president and its corporate seal to be hereunto affixed the day and year first above written.

FEAR RANCHES, INC., a Colorado corporation

Attest:

(S e a l)

By Kenneth Fear
Its president

By Ed Fear Jr
Its secretary

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Kenneth Fear this 29th day of June, 1982.

Witness my hand and official seal.

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

My commission expires: 11/22/83

Faye Hammons
Notary Public

3-118 Partial Rlse. Book 12, Page 612

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That FEAR RANCHES, INC., a Colorado corporation, qualified in the State of Wyoming and having its business offices at Big Piney, Sublette County, Wyoming, mortgagor, to secure the payment of FOUR MILLION DOLLARS ($4,000,000), due October 1, 1982, with interest from June 22, 1982, at the rate of SIXTEEN PER CENT (16%) PER ANNUM, payable at maturity, evidenced by one promissory note, of even date herewith, DOES HEREBY MORTGAGE to the COLORADO NATIONAL BANK whose mailing address is P. O. Box 5168 T.A., Denver, Colorado 80217, mortgagee, the following described real estate situate in the County of Sublette, in the State of Wyoming, to-wit.

Township 29 North, Range 111 West of the 6th P.M.

Section 3 - Lots 10, 11, 12, 13 and
Section 4 - Lot 6;
Section 5 - Lots 2, 3, 4, S/2 NW/4, 4 NE/4, W/2 SE/4, SW/4;
Section 6 - All that portion of the 2 SE/4 lying easterly and northerly of the northeasterly right-of-way line of U. S. Highway No. 189 in said Section 6;
Section 8 - All;
Section 9 - W/2 NW/4, W/2 SW/4, NE/4 W/4, SE/4 NE/4, Lots 1, 2, 3, 4, 5, 6, and 8;
Section 16 - W/2 W/2, SE/4 SW/4;
Section 17 - N/2, N/2 SW/4, SE/4;
Section 18 - N/2 SE/4;
Section 20 - NE/4, N/2 SE/4, SE/4 SE/4 EXCEPT that part of the SE/4 SE/4 lying and being situate southwesterly of the southwesterly right-of-way line of State Highway 189, encompassing an area of 2.3 acres, more or less;
Section 21 - N/2 NW/4, Lots 3, 8, 9, , 11 and 12;
Section 28 - S/2 NW/4, N/2 SW/4, SW/4 W/4, Lots 2, 3, 4, 8 and 9;
Section 34 - SE/4 SE/4;
Section 34 - W/2 SW/4;

Township 29 North, Range 111 West of the 6th P.M.

Section 7 - SE/4;
Section 18 - Lots 1 and 2, E/2 NW/4, E/2;

Township 28 North, Range 111 West of the 6th P.M.

Section 5 - Lots 2 and 3, S/2 NW/4, W/2 SW/4;
Section 6 - Lots 9 and 10, SE/4 SW/4, S/2 NE/4, SE/4;

RECORDED July 22, 1982 7 PM
IN BOOK 38 Mtg PAGE 217
FEES 22.00
SUBLETTE COUNTY CLERK

131957

Section 7 - Lots 1, 2, 3 and 4, E/2 W/2, E/2;
Section 18 - Lots 2, 3 and 4, NW/4 NE/4, E/2 NW/4, E/2 SW/4;
Section 19 - Lot 1;

Township 28 North, Range 112 West of the 6th P.M.

Section 1 - Lots 14, 15 and 16;
Section 12 - Lots 1, 2, 3, 6, 7, 8, 9, 10, 13 and 14;
Section 13 - Lots 1, 2, 5, 8, 9 and 12, SW/4 SE/4;
Section 24 - Lots 1, 2, 3, 9, 11, SE/4 SW/4;
Section 25 - Lots 2 and 5, NW/4 NW/4, E/2 NW/4;
Section 26 - Lots 1 and 7;

Township 29 North, Range 112 West of the 6th P.M.

Section 11 - NE/4 NE/4, S/2 NE/4, SE/4 NW/4, NE/4 SW/4, N/2 SE/4;
Section 12 - W/2 NE/4, NW/4, N/2 SW/4, N/2 SE/4, SE/4 SE/4;
Section 13 - E/2 NE/4;

Township 32 North, Range 112 West of the 6th P.M.

Section 7 - Lots 4 and 5, NE/4 SW/4, NW/4 SE/4, S/2 SE/4;
Section 8 - SW/4 SW/4;

Township 32 North, Range 113 West of the 6th P.M.

Section 8 - Lots 1 and 2, S/2 NE/4, SE/4 NW/4, N/2 SW/4, NE/4 SE/4;
Section 9 - Lots 3 and 4, S/2 NW/4, NW/4 SW/4;
Section 11 - N/2 S/2;
Section 12 - Lots 1 and 2, N/2 S/2;

Township 32 North, Range 113 West of the 6th P.M.

Section 10 - S/2 SE/4;
Section 11 - SW/4 SW/4;
Section 15 - NW/4 NE/4, E/2 NW/4, SW/4 NW/4, NW/4 SW/4;
Section 20 - NE/4 NE/4, S/2 NE/4, N/2 SE/4, SW/4 SE/4;
Section 21 - NW/4 NE/4, NW/4, NW/4 SW/4;

Township 32 North, Range 114 West of the 6th P.M.

Section 23 - S/2 SW/4;
Section 26 - NE/4 NW/4, S/2 NW/4;

Township 32 North, Range 114 West of the 6th P.M.

Section 13 - SW/4 SE/4, SE/4 SW/4;
Section 21 - SE/4 NE/4, E/2 SE/4;
Section 22 - S/2 N/2, N/2 S/2;
Section 23 - S/2 N/2, N/2 SW/4, SE/4;
Section 24 - W/2;
Section 25 - NE/4 NW/4, W/2 NW/4;
Section 26 - NE/4, NW/4 SE/4, N/2 SW/4;
Section 27 - NE/4 SE/4, W/2 SE/4, E/2 SW/4, NW/4 SW/4;
Section 28 - NE/4 SE/4, E/2 NE/4;
Section 30 - Lots 3 and 4, E/2 SW/4;

Township 33 North, Range 113 West of the 6th P.M.

Section 34 - S/2 NE/4, SE/4;
Section 35 - SW/4;

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

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way for telephone transmission lines, electric transmission lines, pipelines, and irrigation ditches and canals, 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 _____ 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 shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

IN WITNESS WHEREOF, FEAR RANCHES, INC., a Colorado corporation, has caused the execution hereof by its president and its corporate seal to be hereunto affixed the day and year first above written.

FEAR RANCHES, INC., a Colorado corporation

Attest:

(S e a l)

By Kenneth Fear
Its president

By Ken Fear Jr
Its secretary

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Kenneth Fear this 29th day of June, 1982.

Witness my hand and official.

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

My commission expires: 11/22/83

Faye Hammons
Notary Public

221 Lost Bk 11 pg 606

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Larry Q. and Sallie C. Otteman, husband and wife

Box 958 Pinedale, Wyoming 82941

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

----Thirty thousand dollars and no/100------- Dollars, due S/P 11/27/82

with interest from date at the rate of 17½ 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 83113 the following described real

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

A TRACT OF LAND IN PARTS OF THE E½SW¼ of Section 9, T.32N., R.107W., 6TH P.M., SUBLETTE COUNTY, WYOMING described as follows:

Commencing at the W¼ corner of said Section 9, this corner being monumented with a witness Corner Brass Cap set by Surveyor Scherbel and is 10 feet south of the actual location of the W½ corner; thence S.76°33'20"E., a distance of 1611.83 feet to the Northwest Corner of Tract 5 and the point of beginning, said point being on the Southerly Right of Way of State Secondary Highway 1804; thence, along said Highway Right of Way S.52°30'00"E., a distance of 400.00 feet; thence, south a distance of 1283.51 feet; thence, west a distance of 308.80 feet; thence north a distance of 1537.7 feet to the point of beginning.

RECORDED July 29 1982 5:?? PM
BOOK 38 Misc PAGE 25
[illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

191978

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Thirty thousand dollars Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and 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 the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any 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.

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

Witnessed this 27th day July A. D. 19 82.

In the presence of

Larry Q. Otteman

Sallie C. Otteman

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Larry O. Otteman
Sallie C. Otteman
this 24th day of May, 1982.
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, $ ...

223

194931 2

MORTGAGE AMENDMENT

THIS AMENDMENT executed this 29th day of June, 1982, by and between 4 Bar Ranches, James A. Greenwood, Tharon M. Greenwood, Michael R. Nystrom and Patricia S. Nystrom, as partners (hereinafter "Owner"), and THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation (hereinafter "Travelers").

1. On December 28, 1972, John A. Dussault and Dorothy B. Dussault, husband and wife, (hereinafter "Borrower"), executed a Mortgage, as Mortgagor in favor of The Travelers Insurance Company, as Mortgagee, which Mortgage was recorded on January 3, 1973, in Book 24 at Page 361, securing payment of a certain Promissory Note of even date therewith in the principal amount of $4[illegible],000.00 (the "Promissory Note"), and which Mortgage presently affects real property in the County of Sublette, State of Wyoming, described in Exhibit A, attached hereto, and by reference incorporated herein.

2. On February 14, 1978, the fee title to the premises described in Exhibit A was conveyed to James A. Greenwood, Tharon M. Greenwood, Michael R. Nystrom and Patricia S. Nystrom, each individually, subject to the Mortgage described in paragraph 1 above, (hereinafter "Previous Owner").

3. On February 15, 1978, Previous Owner conveyed the fee title to the premises described in Exhibit A to Owner, subject to the Mortgage described in paragraph 1 above.

4. There is a principal balance of $209,000.00 now owing on said Promissory Note, and Owner hereby acknowledges said principal balance to be just, owing and unpaid.

5. It is the desire of the parties hereto to modify and amend the original Promissory Note and Mortgage herein described in the manner hereinafter set forth.

6. In consideration of the mutual promises herein contained and the further consideration of the sum of One Dollar ($1.00), each to the other in hand paid, receipt of which is hereby acknowledged, the parties hereto do agree as follows:

(a) Effective July 1, 1982 and commencing with the payment due March 1, 1983, the interest rate on the Promissory Note is hereby increased from Eight percent (8%) per annum to Nine percent (9%) per annum.

(b) Effective July 1, 1982 and commencing with the payment due March 1, 1983, the delay rate on the Promissory Note is hereby raised from Ten percent (10%) per annum to Twelve percent (12%) per annum.

(c) The maturity date of the Promissory Note is hereby changed ~~from March 1, 1993 to March 1, 1990.~~

(d) Except as hereinabove specifically set forth, said Promissory Note and Mortgage shall remain unmodified and in full force and effect, and Owner by its execution of this Amendment hereby ratifies, approves and confirms all the terms, covenants and conditions of the original Promissory Note and Mortgage as herein expressly modified.

(e) Owner hereby warrants and represents unto Travelers that as of the date hereof, the original Mortgage as herein expressly modified, is and shall remain a valid and subsisting first lien against the property

191987

RECORDED July 26 1982 8:00 A.M.
IN BOOK 28 Misc. PAGE 223
FEE $12.00 SUBLETTE COUNTY CLERK

described in Exhibit A, and has indicated its consent to the modification of said Promissory Note and Mortgage as herein set forth by executing this Amendment.

(f) Owner further warrants and represents that there are no other persons or entities having an ownership or other interest in the property which would necessitate obtaining their consent to this Mortgage Amendment.

(g) This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, heirs or personal representatives.

Executed the day and year first above written.

THE TRAVELERS INSURANCE COMPANY

(R. L. Bunard) Vice President

Attest:

(B. M. Wynne) Secretary

C L BAR RANCHES

James A. Greenwood, Partner

Tharon M. Greenwood, Partner

Michael R. Nystrom, Partner

Patricia S. Nystrom, Partner

324

225

STATE OF Wyoming)
)
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 15th day of June, 1982, by James A. Greenwood, Tharon M. Greenwood, Michael R. Nystrom and Patricia S. Nystrom as partners of C L Bar Ranches.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: March 14, 1983

KAREN K. KIEVER NOTARY PUBLIC SUBLETTE COUNTY, WY.

Karen K. Kiever
Notary Public

P.O. Box 894
Address

Pinedale Wyo. 82941
City State Zip

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss HARTFORD

On this 29th day of June, 1982, before me, the undersigned Notary Public, personally appeared R. L. Buzard as Vice President and R. M. Wynan as Secretary of The Travelers Insurance Company, a Connecticut corporation, and each separately acknowledged the signing of the foregoing instrument to be their voluntary act and deed as such officer, and the voluntary act and deed of such corporation, and that their signatures thereto and the affixing of the corporate seal were duly authorized by the directors of said corporation.

Witness my hand and official seal the day and year next above written.

Patricia H. [illegible]
Notary Public (Patricia H. [illegible])

My commission expires: 3-31-84

EXHIBIT A

5-79 Except NE¼SW¼ Sec 30

Lots 1 and 2, E½NW¼, E½SW¼, W½SE¼, Section 30; Township 35 North, Range 110 West; SW¼SW¼ Section 24, excepting therefrom a tract of land lying north and east of a diagonal line drawn from the northwest corner to the southeast corner thereof; N½ Section 25; Township 35 North, Range 111 West of the 6th Principal Meridian, Sublette County, Wyoming.
except: NW¼NE¼ filed 4-78

Lot 4, S½NW¼, N½SW¼, SW¼SW¼, Section 4;
Lots 1, 2, 3, 4, S½N½, S½, Section 5;
Lots 1, 2, 3, S½NE¼, SE¼NW¼, E½SW¼, SE¼, Section 6; except Lot 1; SE¼NE¼, N½SE¼ - P/R 1-82
NE¼NE¼, Section 7;
All of Section 8; except SE¼NE¼ - P.R. 5-79
W½NW¼, SE¼NW¼, SW¼, Section 9;
N½, Section 17;
E½NE¼, Section 18, Township 34 North, Range 110 West.
E½, E½W½, Section 31; except SW¼NE¼ filed 4-78
SW¼, W½SE¼ SE¼SE¼, Section 32, Township 35 North, Range 110 West of the 6th Principal Meridian, Wyoming according to the Original United States Land Office Survey.

R. 18

EXCEPTING that part of the W½SE¼, and E½SW¼, Section 32, T.35 N., R.110 W., and of Lots 2 and 3, Section 5, T.34 N., Range 110 West, described as follows: Beginning at a point which is S 88° 34' W. 1360.0 feet from the E¼ corner of said Section 32 where is found a quartz stone 5" x 6" 3 inches above ground marked ¼ on W with mound of stone to S; thence S 88° 34' W. 2600.0 feet to a point; thence S 09° 38' E. 3050.0 feet to a point; thence S 15° 01' E. 670.0 feet to a point; thence N 74° 59' E.982.8 feet to a point; thence N 15° 37' E. 3596.1 feet to the point of beginning.

EXCEPTING ALSO, that portion of the NW¼SE¼, NE¼SW¼, Section 32, Township 35 North, Range 110 West, 6th P.M., Wyoming, described in that certain Quitclaim Deed dated May ___, 1966, filed for record in Book 4 of Quitclaim Deeds, Page 239.

EXCEPTING ALSO, SE¼NW¼, Section 4, T.34 N., R.110 W., 6th P.M., Wyoming as described in that certain Warranty Deed dated December 28, 1966, filed for record in Book 14 of Deeds, Page 14, March 28, 1966.

EXCEPTING ALSO, that part of the W½SE¼, all of the SE¼SE¼, Section 32, T.35 N., R.110 W; that part of N½ Lot 2, all of the N½ Lot 1, Section 5, T.34 N., R.110 W., 6th P.M., Wyoming, described in Warranty Deed dated December 10, 1968, filed for record in Book 14 of Deeds at Page 195.

EXCEPTING ALSO, that part of the E½SW¼ Section 32, T.35 N., R.110 W; that part of Lot 3, Section 5, T.34 N., R.110 W,, 6th P.M., Wyoming, described in Warranty Deed dated December 18, 1972, filed for record December 18, 1972 in Book 16 of Deeds at Page 123.

227 Released BK. 14 Rec @ Pg. 203

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 HARPER K. LOYNING and LYNDA S. LOYNING, husband and wife,

residing in Big Piney, Sublette County, Wyoming, whose post office address is P. O. Box 304, Big Piney, Wyoming 83113, 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*
7/28/82	$50,000.00	13½%	7/28/2015

192044

RECORDED July 28 1982 2:35 P.M.
IN BOOK 3X Misc. PAGE 227
FEES $0 Joan Q. Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

(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 Nine (9) of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming, as the same appears of record on the official plat or map thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, 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 covenants, conditions and restrictions in the Declaration of Restrictive Covenants of Guio Third Addition to Big Piney, Wyoming, recorded May 2, 1979, in Book 35 of Miscellaneous, page 295, office of the County Clerk.

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

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

BORROWER for 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 28th day of July, 19 82.

Harper K Loyning
Harper K. Loyning

Lynda S Loyning
Lynda S. Loyning

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Harper K. Loyning and Lynda S. Loyning, this 28th day of July, 19 82

Witness my hand and official seal.

Donna E. Sievers
Notary Public

Donna E. Sievers
County of Sublette
Notary Public
State of Wyoming
My Commission Expires Apr. 22, 1986

(SEAL)

My commission expires: 4/22/86

RSE - Book 13, Pg. 109 231

MORTGAGE

EXECUTED the 2nd day of August, 1982, by Earle B. Barnes and Lucile S. Barnes, husband and wife, of Jackson, Teton County, Wyoming (mailing address: P.O. Box 1021, Jackson, Wyoming 83001), hereinafter called the BORROWER, to Daryl R. Schwichtenberg and Helen E. Schwichtenberg (mailing address: c/o Jackson State Bank Escrow Department, P.O. Box 1788, Jackson, Wyoming 83001), hereinafter called the LENDER.

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 Borrower hereby mortgages unto the Lender all that certain real property of which the Borrower is now seized and in possession, situate in Sublette County, Wyoming, to-wit:

TOWNSHIP 36 NORTH, RANGE 114 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING

Section 21: $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$ EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND: Beginning at a point which lies N 45°22'25" E, 456.20 feet from the Section Corner common to Sections 20/21/29/28; thence N 16°47'25" E, 1048.84 feet; thence S 89°50'28" W, 634.32 feet; thence S 00°17'19" E, 931.92 feet; thence S 77°49'35" E, 334.16 feet to the point of beginning.

Section 28: $NW\frac{1}{4}NW\frac{1}{4}$ EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND: Beginning at the Southeast Corner of the $NW\frac{1}{4}NW\frac{1}{4}$ of said Section 28; thence N 00°03' W, 583.44 feet, more or less, along the East line of said $NW\frac{1}{4}NW\frac{1}{4}$ to the south line of that tract of record in Book 2 of Deeds, page 179; thence, West 208.56 feet, more or less, along said south line to the Southwest corner of said Tract; thence S 00°03' E, 583.44 feet, more or less, parallel to the east line of said $NW\frac{1}{4}NW\frac{1}{4}$ to the south line of said $NW\frac{1}{4}NW\frac{1}{4}$; thence East 208.56 feet, more or less, along the south line of said $NW\frac{1}{4}NW\frac{1}{4}$ to the point of beginning.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE HOBACK RIVER.

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 are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, 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 easements and restrictions listed in Lender's deed to Borrower.

Borrower covenants that Borrower will pay to Lender the certain Promissory Note in the amount of $422,450.00 of even date in consideration of Lender loaning $422,450.00 to Borrower.

FROME AND
GOULDING
LAWYERS
P O BOX 968
AFTON WYOMING
83110

RECORDED August 2nd 1982 2:30 PM
IN BOOK 38 Mtg PAGE 231
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Borrower covenants and agrees 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.

(2) Application of Payments. All payments received by Lender under the Note and Paragraph (1) shall be applied by Lender to interest payable on the Note and to the principal of the Note pursuant to the terms of the Note.

(3) Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property by making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this mortgage.

(4) Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards included within the term "extended coverage" in the amount of at least $175,000.00 for the term of 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 by Borrower making payment, when due, directly to the insurance carrier.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this mortgage is not thereby impaired. If such restoration or repair is not economically feasible for the Borrower 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 thirty (30) days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments referred to in Paragraph (1) but shall be applied to the principal payments in the inverse order of when they become due and payable under the Note.

If under Paragraph (17) hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

(5) Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property.

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83110

(6) Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this Paragraph (6), with interest thereon, shall become additional indebtedness of Borrower secured by this mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this Paragraph (6) shall require Lender to incur any expense or do any act hereunder.

(7) Inspection. Lender may make or cause to be made reasonable entries upon any 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.

(8) 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 to the extent of amounts secured by this Mortgage.

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 the 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 thirty (30) days of the date of such notice, Lender is authorized to collect and apply the proceeds 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 payments referred to in Paragraph (1) but shall be applied to the principal payments in the inverse order of when they become due and payable under the Note

(9) 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

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P O BOX 968
WYOMING

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.

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

(11) 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.

(12) 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 (16) 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.

(13) Notice. Any notice to Borrower provided for in this mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the address stated above. Any notice provided for in this mortgage shall be deemed to have been given to Borrower on the date mailed by certified mail to Borrower's address given above.

(14) Governing Law; Severability. This mortgage shall be governed by the law of the State of Wyoming. 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.

(15) Borrower's Copy. Borrower shall be furnished a copy of this mortgage at the time of execution or after recordation hereof.

(16) Transfer of the Property; Assumption. Borrower may not subdivide the Property or convey, transfer or encumber any interest in the property without Lender's prior written consent. If the Property is subdivided or if all or any part of the Property or an interest therein is sold, transferred or encumbered by Borrower without Lender's prior written consent, excluding a transfer by devise, descent, or operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph (13) hereof. Such notice shall provide a period of not less than thirty (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 (17) hereof.

(17) Acceleration; Remedies. Except as provided in Paragraph (16) hereof, upon Borrower's breach of any covenant or agreement of Borrower in this mortgage, including the covenants to pay when due any sums secured by this mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in Paragraph (13) hereof specifying: (a) the breach; (b) the action

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83110

required to cure such breach; (c) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this mortgage to be immediately due and payable without further demand and may foreclose this mortgage. Lender shall be entitled to collect all costs and expenses of foreclosure and collection including, but not limited to, reasonable attorney's fees.

If the Property is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Borrower binds himself personally to pay the unpaid balance, and the Lender will be entitled to a deficiency judgment.

Borrower hereby grants to Lender, his successors and assigns, a Power of Sale over the Property which may be exercised by Lender, his successors and assigns, in case of acceleration as described above, and pursuant to such Power of Sale, Lender, his successors and assigns, may foreclose on the Property and sell and dispose of or cause to be sold or disposed of the Property and all rights and title of the Borrower, his successors or assigns, therein, at public auction, according to Title 34, Chapter 4, Wyoming Statutes as the same presently exists or may hereafter be amended.

(18) Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph (17) hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph (17) hereof or abandonment of the Property, 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.

(19) Homestead Exemption. Borrower relinquishes and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

(20) Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

WITNESS the hands of the said Borrower the day and year first above written.

Earle B. Barnes
Earle B. Barnes

Lucile S. Barnes
Lucile S. Barnes

FROME AND
GOULDING
LAWYERS
P O BOX 968

STATE OF WYOMING :
: ss.
COUNTY OF TETON :

The foregoing Mortgage was acknowledged before me by Earle B. Barnes and Lucile S. Barnes, husband and wife, this 2nd day of August, 1982.

Witness my hand and official seal.

T. D. BENSON NOTARY PUBLIC TETON COUNTY, WYOMING

T. D. Benson
NOTARY PUBLIC

My commission expires November 30, 1983.

FROME AND
GOULDING
LAWYERS
P O BOX 968
AFTON WYOMING
83110

237

MORTGAGE

THIS MORTGAGE is made this 30th day of June, 19 82, between the Mortgagor, Donald F. Tegeler and Jill M. Tegeler, Husband and wife (herein "Borrower"), and the Mortgagee, Allstate Enterprises, Inc., a corporation organized and existing under the laws of the state of Delaware, whose address is 5401 S. Valley Highway, Englewood, Colorado 80153 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirteen Thousand Three Hundred Eleven and No/100s Dollars, which indebtedness is evidenced by Borrower's note dated June 30, 1982 (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 10, 1994;

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

LOTS 3 AND 4, TRAPPER SUBIVISION, SUBLETTE COUNT WYOMING.

19695

RECORDED June 2 1982 4:15 PM
IN BOOK 38 Misc PAGE 237
FEES $10 Lucile M. Fisher COUNTY CLERK
SUBLETTE COUNTY CLERK Deputy

which has the address of P.O. Box 829 (Street) Pinedale (City),
Wyoming 82941 (herein "Property Address");
(State and Zip Code)

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

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

[redacted] mily 5/77--FNMA/FHLMC UNIFORM INSTRU[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 and Borrower agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

JOHN M. YOUNG NOTARY PUBLIC CHEYENNE LARAMIE COUNTY, WYOMING

Donald F. Tegeler —Borrower

Jill M. Tegeler —Borrower

STATE OF WYOMING, SUBCETTE County ss:

The foregoing instrument was acknowledged before me this 23RD DAY OF JULY, 1982 by Donald F. Tegeler and Jill M. Tegeler
(date) (person acknowledging)

My Commission expires:

My Commission expires February 22, 1983

Notary Public

Return to;
Allstate Enterprises, Inc.
5401 S. Valley Highway,
Englewood, Colorado 80153

(Space Below This Line Reserved For Lender and Recorder)

RLS. Book 12, Pg. 765

96-85

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MORTGAGE DEED—FORM NO. 413 THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

PHILIP M. MARINCIC and KARMEN P. MARINCIC, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty Two Thousand and no/100---------- Dollars, due 120 months 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 $382.35

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 located in the NE¼ of Section 9, Township 34 North, Range 111 West, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point located North 14°41'10" West, 4140 feet from the Southeast corner of Section 9, Township 34 North, Range 111 West, thence from said point of beginning North 03°13'10" West, 849.94 feet, thence North 86°46'50" East, 727.95 feet; thence South 02°04'33" East, 900.17 feet; thence North 89°11'14" West, 711.75 feet to the point of beginning, containing 14.45 acres, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions and reservations of record,

192130

RECORDED August 4 1982 3:00 PM
IN BOOK 38 Mtg. PAGE 241
FEES $4.00 Sandy Yack COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Dorothy M. Keene

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 12th day of July A. D. 19 82.

In the presence of

X Philip Marincic

X Karmen P. Marincic

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Phillip Marincic, Jr.
Karmen P. Marincic,
this 12th day of July, 1982.

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, $

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MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That HARRY E. CAMERON and LILLIAN I. CAMERON, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000), with interest from date hereof at the rate of TEN PER CENT (10%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in 20 equal consecutive annual installments of $6,250, together with the interest accrued thereon, the first of which said installments to be made on August 10, 1983, DO HEREBY MORTGAGE to ELDON E. MARX, SR., and JUDITH A. MARX, husband and wife, and the survivor thereof, mortgagees, whose address is Big Piney, Wyoming 83113, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

That part of the NW/4 SW/4 of Section 29, Township 30 North, Range 111 West, as follows:

Beginning at a point S16°-29'E, 353.8 feet from the west 1/4 corner of said Section 29;

Thence N89°-54'E, 726.1 feet to a point;

Thence S00°-04'E, 600.0 feet parallel to the west line of said Section 29;

Thence S89°-54'W, 726.1 feet parallel to the north line of said tract to a point;

Thence N00°-04'W, 600.0 feet parallel to the said west section line to the point of beginning;

Encompassing an area of 10.001 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 rights of way of record or in actual use, AND SUBJECT FURTHER TO all easements of record or in actual use for electric transmission lines, telephone transmission lines, pipelines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all outstanding mineral interests;

132215

RECORDED August 14th 1982 11:40A M
IN BOOK 38 Mtg PAGE 243
FEES $ 8.00 Lorna Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Until the indebtedness hereby secured has been paid and satisfied the mortgagors covenant that they will not sell the above described real estate nor any part thereof without the consent of the mortgagees;

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 SIXTY-FIVE THOUSAND DOLLARS ($65,000) during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

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

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

DATED this 10th day of August, 1982.

Harry E Cameron
HARRY E. CAMERON

Lillian I Cameron
LILLIAN I. CAMERON

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by HARRY E. CAMERON and LILLIAN E. CAMERON, husband and wife, this 10th day of August, 1982.

Witness my hand and official seal.

FAYE HAMMONS Notary Public
County of Sublette State of Wyoming
My Commission expires November 22, 198

Faye Hammons
Notary Public

My commission expires: 11/22/85

WHEN RECORDED MAIL TO

Precision-Bilt Homes
2525 North Highway 89-91
Ogden, Utah 84404

RECORDED August 12 1982 8:00 M
IN BOOK 38 Misc PAGE 246
FEES $6.00 Lea J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

132811

TRUST DEED

THIS TRUST DEED is made this 7th day of July 19 82 between

Robert Tanner and Frank Fear - Marbleton Inn
A Partnership - Marbleton, Wyoming AS TRUSTOR, whose address is

Uinta Title and Insurance, Inc. 728 Main-P.O. Box 178 - Evanston, Wyoming 82930 AS TRUSTEE, and

Precision-Bilt Sales, 2525 No. Hiway 89-91
Ogden, Utah 84404 AS BENEFICIARY

TRUSTOR HEREBY CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE the following described property situated in Sublette county, Wyoming state:

Block #19 - lots Number 1 through #24 Marbleton townsite

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property or any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of $511,446.37, payable to the order of BENEFICIARY at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by BENEFICIARY to protect the security hereof.

TRUSTOR agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

The undersigned TRUSTOR requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Marbleton Inn

Robert Tanner

Frank Fear

Frank Fear

STATE OF Wyoming } ss.
COUNTY OF Sublette }

On the 21st day of July 1982 personally appeared before me Robert Tanner and Frank Fear, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public

Residing at:
Big Piney, Wyoming 83113

Commission expires:
September 1, 1985

246

247

TRUST DEED NOTE

DO NOT DESTROY THIS NOTE: When paid, this note with Deed of Trust securing the same, must be surrendered to Trustee for cancellation before being reconveyed.

$ 511,446.37 Date July 7, 1982

FOR VALUE RECEIVED, the undersigned,

Robert Tanner and Frank Fear

promises to pay to the order of:

Precision-Built Sales Corporation - 2525 North Highway 89-91 - Ogden, Utah 84404

together with interest from September 30th **at the rate of** 18% Eighteen **%** **per annum on the unpaid principal balance, said principal and interest shall be paid as follows:**

To be paid in full by September 30, 1982; However, it is understood by the parties that the permanent financing may not close prior to 9/30/82 and it is agreed that in said event the undersigned shall make daily interest payments of $252.22 commencing 10/1/82. Payment of said amount shall continue this note in good standing until 10/25/82 when the total principal and interest accrued to 9/30/82 shall be due in full.

Total amount of principal and interest due on or before September 30, 1982 **;** EXCEPT as allowed above.

Payment shall be applied first to accrued interest and second to the reduction of the principal balance.

If this note is collected by an Attorney after default in the payment of principal and interest, either with or without suit, the undersigned jointly and severally agree to pay all costs and expense of collection including reasonable Attorney's fee.

This note is secured by a Deed of Trust with Uinta Title and Insurance, Inc. 728 Main - P. O. Box 178 - Evanston, Wyoming 82930 **as Trustee.**

Marbelton Inn

Robert Tanner

Frank Fear

Frank Fear

[redacted] ition 5 [redacted] [redacted]

U[redacted]mHA
Form FmHA 427-1 WY
(Rev. 6-12-81)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by DOROTHY E. WATERS

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

P. O. Box 305 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*
8/12/82	$47,000.00	13.5%	8/12/2015

192214

RECORDED August 12 1982 10:28 AM
IN BOOK 38 Misc PAGE 248
FEES $ 10.00 Paid COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Williams

(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 One (1) Block Two (2) Cooley Ninth 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 reservations of record; and to building restrictions of record.

248 Released BK 17 Pg 315

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.

[redacted] To keep the property insured as requ[redacted]nd under insurance policies approved b[redacted]overnment 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, until 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 12th day of August, 1982.

Dorothy C. Waters
Dorothy E. Waters

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DOROTHY E. WATERS

, this 12th day of August, 1982.

Witness my hand and official seal.

Donna E. Sievers, Notary Public, County of Sublette, State of Wyoming, My Commission Expires Apr. 22, 1986

Donna E Sievers
Notary Public

(SEAL)

My commission expires: 4/22/86

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WALTER R. ANDREW and KRISTINE ANDREW, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ---Forty Thousand and no/100---------- Dollars, due 6 months with interest from date at the rate of 17 per cent per annum, payable S/P annually evidenced by one promissory note, of even date herewith, do hereby mortgage to STATE BANK OF BIG PINEY mortgagee, whose address is Big Piney, Wyoming 83113 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land located in the SW/4 NE/4 of Section 27, Township 34 North, Range 111 West of the 6th Principal Meridian, Sublette County, Wyoming and more particularly described as follows:

Beginning at a point which bears S.13°54'15"E., a distance of 1457.84 feet from the north quarter corner of said section 27;

Thence from said point of beginning N.89°16'51"E., a distance of 651.66 feet;

Thence S.00°43'09"E., a distance of 281.94 feet;

Thence S.80°09'46"W. along the north right-of-way line of State Highway 354, a distance of 660.00 feet;

Thence N.00°43'09"W., a distance of 386.52 feet to the point of beginning;

Said tract contains 5.00 acres, more or less;

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $40,000.00 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 5th day of August A. D. 19 82.

In the presence of

192259

+ Walter R. Andrew

+ Kristine Andrew

RECORDED August 13 1982 8:00 AM
IN BOOK 38 Mtg PAGE 252
FEES $4.00 Dawn J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Tunis

Misc. Rec. 11 pg 592

252

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Walter Andrew, Kristine Andrew

this 5th day of August, 1982.

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] DEED—FORM NO. 4½ [redacted] THE HILLS COMPANY, RIVERTON 14130S

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Robert G. Linn and Helena F. Linn, husband and wife

Big Piney, Wyoming

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

---Fifteen thousand dollars and no/100-------- Dollars, due 10 years

with interest from date at the rate of 17 per cent per annum, payable annually

evidenced by One promissory note, of even date herewith, 120 monthly payments

at $ 260.70

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 TRACT OF LAND LYING IN THE S½SE¼ OF SECTION 10 AND THE NE¼NE¼ OF SECTION 15, ALL IN T.30N., R.110W., 6TH P.M., SUBLETTE COUNTY WYOMING described as follows:

Beginning at a point which is N.00°01'36"W., 922.59 feet and S.67°08'54"W., 512.28 feet from the southeast corner of said Section 10; thence, from said Point of Beginning, continue S.67°08'54"W., 493.41 feet to a point; thence, N.04°05'48"W., 594.67 feet to a point; thence, S.83°57'12"W., 765.80 feet to a point; thence, S00°49'36"E., 705.59 feet to a point; thence N.76°25'18"E., 714.82 feet to a point; thence, S.01°24'12"E., 486.32 feet to a point; thence, S.01°23'48"E., 510.52 feet (Record) to a point; thence, N.61°15'E., 604.47 feet to a point; thence, N.00°01.5'W., 922.59 feet to the Point of Beginning.

192256

RECORDED Aug 17 1982 8:00 A.M.
IN BOOK 38 Misc PAGE 254
FEES 6.00 Lois J. Gale COUNTY CLERK
SUBLETTE COUNTY CLERK

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Thirty 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 16th day of Augus A. D. 19 82.

In the presence of

Robert G. Linn

Helena F. Linn

Misc Bk 13 Pg 65

254

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Roger and Bonny Jo Anderson, husband and wife herein designated as Mortgagor, of Pinedale, Wyoming, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Twenty eight thousand seven hundred nine and 93/100--------Dollars ($ 28,709.93), with interest as evidenced by a promissory note dated August 11, 1982 herewith to the order of

First Wyoming Bank, N.A.-Kemmerer
801 Pine AVenue
Kemmerer, Wyoming 83101

, hereinafter designated Mortgagee, principal and interest payable in xxxxxxxxxx installments of $ xxxxxxxxxxxxxxxxxx each on the xxxxxxxxxxxxxxxxxx day of each month, beginning on the xxxxxxxxxxxxxxxx day of xxxxxxxxxxxxxxxxxx 19xxxx, each installment xx be applied xxxx xx xxxxxx, and the balance xx be applied xx principal, any balance of principal xx interest xx remaining unpaid xhall xx due xxx xxth xhe one installment on November 9, 1982.

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

Lot 8 of the Redstone New Fork River Subdivision, Sublette County, Wyoming.

192301

RECORDED August 17 1982 1:30 PM
IN BOOK 38 Misc PAGE 256
FEES $ 8.00 Laura York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ehrin

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:

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 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.

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 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:

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 sending notice 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 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 ad-

vanced by the Mortgagee pursuant to the provisions of paragraph 5 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.

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 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.

9. No failure by the Mortgagee or any legal holder hereof to enforce any right set forth herein nor 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 constitute 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 Bonny Jo Anderson wife of the said Roger Anderson upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) ha ve hereunto set the ir hand(s) this 11th day of August , 1982 .

In the presence of—

Roger Anderson

Bonny Jo Anderson

THE STATE OF WYOMING }
COUNTY OF Lincoln } ss:

On this 11th day of August 1982, before me personally appeared Roger Anderson & Bonny Jo Anderson to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, this 11th day of August A. D. 1982.

(Seal)

My commission expires
June 5, 1984

Notary Public.

Released BK. 14 Rel @ Pg. 198

257

Position 5

Supp 15 Bk 38 Pg 656

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 6-12-81)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by DENNIS L. JOHNSON and ARLENE D. JOHNSON, husband and wife,

residing in PINEDALE SUBLETTE County, Wyoming, whose post office address is P.O. BOX 221 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*
8/18/82	$50,000.00	13.25%	8/18/82

182335

RECORDED August 18 1982 11:00 A.M.
IN BOOK 38 Mtg PAGE 257
FEES 10.00 Doris J York COUNTY CLERK
SUBLETTE COUNTY CLERK Deputy

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

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

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

BORROWER for 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, 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 assign over 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 any foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any 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 any law to be illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) [redacted] ument shall be subject to the prese[redacted] he Farmers Home Administration, [redacted] future regulations [redacted] sistent with the express provisions he[redacted]

(22) Notices given hereunder shall be sent by certified [illegible] 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 18th day of AUGUST, 19 82.

DENNIS L. JOHNSON

ARLENE D. JOHNSON

ACKNOWLEDGMENT

STATE OF WYOMING
} ss:
COUNTY OF SUBLETTE

The foregoing instrument was acknowledged before me by DENNIS L. JOHNSON AND ARLENE D. JOHNSON, , this 18th day of AUGUST, 19 82.

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

262

R/SE - Book 13, Pg 104
" " 14, Pg 347

26-3

assigned to 39 pg 248

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 18th day of August ,

19 82 , Larry K. Beck and Susan Beck, Husband and Wife who,

whether one person or more, are herein called MORTGAGOR whose address is 129 S. Franklin, Pinedale, WY 82941

hereby MORTGAGES

to MORTGAGEE, namely: WestAmerica Mortgage Company

whose address is 8095 Belleview, Englewood, Colorado 80110

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

The South 15 feet of Lot 5, All of Lots 6 and 7, Block 13, Pines Addition to The Town of Pinedale, Sublette, County, Wyoming

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and 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 said premises against the lawful claims of all persons whomsoever. FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and incorporated by reference or herein contained and to secure the payment of the principal

sum of Eighty Seven Thousand and no/100 DOLLARS

($ 87000.00) with interest at the rate of fifteen and one half per cent (15.50 %) 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 One Thousand One Hundred Thirty Five & 35/100 DOLLARS

($ 1135.35), commencing on the 1st day of October , 19 82 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of September ,

2012 . 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 Registers 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	450	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] 122838

RECORDED August 18 1982 11:00 AM
IN BOOK 38 Mtg PAGE 263
FEE [redacted] CLERK
SUBLETTE COUNTY PINEDALE WYOMING

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the Mortgagor(s) ha[redacted]set h[redacted] hand(s) the day and year first above-written.

Larry K. Beck
Larry K. Beck — Mortgagor

Susan Beck
Susan Beck — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 18th day of AUGUST, 1982, before me personally appeared LARRY K. BECK AND SUSAN BECK, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Edwin R. Adams
Notary Public

My commission expires on the 28th day of July, 1984.

265 Bk 13 Pg 16 Book 3

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 DENISE L. DEWEY, a single woman,

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

General Delivery, 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*
8/18/82	$50.000.00	13.25%	8/18/2015

19823.5

RECORDED Aug. 18 1982 2:00 P M
IN BOOK 38 Misc PAGE 265
FEES 10.00 Lana J Gal COUNTY CLERK
SUBLETTE COUNTY CLERK Lyle Lewis, Wheeler

(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 properties situated in the State of Wyoming,

County(ies) of Sublette:

Lot Nine (9), Block Five (5), Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale recorded in the office of the County Clerk 2/28/78 in Book 33 of Miscellaneous, page 678.

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 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 further 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 transfer 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 [redacted] strument shall be subject to the pre[redacted] of the Farmers Home Administratio[redacted] future regulation[redacted] onsistent with the express provisions he[redacted]

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

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

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

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

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 18th day of August, 19 82.

Denise L. Dewey

Denise L. Dewey

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Denise L. Dewey

_____, _____,

_____, this 18th day of

August, 19 82.

Witness my hand and official seal.

Donna E. Sievers
Notary Public

Donna E. Sievers
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Apr. 22, 1986

(SEAL)

My commission expires: 4/22/86

265

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Released Book 15, Page 565.

6520 Old Ranch Rd
Colorado Springs
80908

MORTGAGE

THIS MORTGAGE, made this 13th day of August, 1982, between JOSEPH G. SIMO and RUTH ELAINE SIMO, husband and wife,

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and WILLIAM H. REISNER, JR. and JOAN S. REISNER, husband and wife,

of El Paso Colorado, County, ~~Wyoming~~, hereinafter referred to as the "Mortgagee."

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

($ 95,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

Lot Seven (7) of the Bloom Subdivision to Sublette County, Wyoming, as said lot is depicted on the duly recorded plat, together with all improvements thereon and subject to all matters of public record.

192319

RECORDED August 19 1982 9:30 A M
IN BOOK 38 Mtg PAGE 269
FEES $8.00 Dorothy M. Yake 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 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 Ninety Five Thousand and 00/100

($ 95,000.00) Dollars, together with interest thereon at the rate of 5% and 10% as specified in the note per cent (~~%~~ per annum from date , 19~~XX~~ , until paid, according to the conditions of a promissory note , dated even date herewith , 19~~XX~~ , the ultimate maturity date of which is September 13, , 1995 , which promissory note was executed and delivered by

Joseph G. Simo and Ruth Elaine Simo, 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 80% of insurable values, loss payable in favor of mortgagees

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

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

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

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

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

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

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10. The convenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

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

Joseph G. Simo

Ruth Elaine Simo

Ruth Elaine Simo

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sublette } ss.

On this 13th day of August, 19 82, before me personally appeared

Joseph G. Simo and Ruth Elaine Simo, 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: My Commission expires February 22, 1983

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of 19 , before me personally appeared

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

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

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

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

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

My commission expires:

[redacted] [redacted] [redacted]

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That A J CORPORATION, a Wyoming corporation, mortgagor, to secure the payment of SEVEN HUNDRED SIXTY THOUSAND DOLLARS ($760,000), due TWENTY (20) YEARS from date hereof with interest from date hereof at the rate of NINE PER CENT (9%) PER ANNUM, payable annually, evidenced by one promissory note, of even date herewith, DOES HEREBY MORTGAGE to JACK D. RICHARDSON, 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:

PARCEL NO. 1 -

Township 30 North, Range 111 West of the 6th P.M.

Section 2 - Lots 1, 2, 3, 4, S/2 N/2, N/2 S/2
Section 3 - Lots 1, 2, 3, S/2 N/2, NE/4 SE/4

Township 31 North, Range 111 West of the 6th P.M.

Section 34 - SE/4 SW/4, S/2 SE/4
Section 35 - S/2 S/2

PARCEL NO. 2 -

Lots 5 and 6 of the Cross Lazy Two Subdivision as the same appears on the plat and map thereof on file and of record in the office of the County Clerk of Sublette County, Wyoming;

TOGETHER WITH all buildings and fences situate thereon;

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

EXCEPTING, NEVERTHELESS, all water and water rights on the above described lands and real estate as described in

(a) water deed recorded August 10, 1982, in Book 23 of Deeds, page 577, office of the Sublette County Clerk; and

(b) water deed recorded August 18, 1982, in Book 23 of Deeds, page 586, office of the Sublette County Clerk,

192352

RECORDED August 19th 19 82 11:00 AM
IN BOOK 38 Mtg PAGE 272
FEES $ 8.00 Laura Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

Rel. Bk 38 Pg 589 11/3/95
Rel 38 Pg 433 4/21/97

Rlsd. Bk 18 Pg 555 8/11/97
272

Released BK 1

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN --- NONE --- DOLLARS ($ - 0 -) 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;

The mortgagee agrees to release in consideration of TWO THOUSAND DOLLARS ($2,000) PER ACRE any part of the above described lands from this mortgage and the terms hereof, notwithstanding any payments so made the mortgagor shall not be relieved of the regular installments of principal sum and interest as hereinabove set forth;

IN WITNESS WHEREOF, A J CORPORATION, a Wyoming corporation, has caused the execution of these presents by its president and its duly attested corporate seal to be hereunto affixed this 20th day of August, 1982.

A J CORPORATION, a Wyoming corporation

By _____
Its president

Attest: _____
Its secretary

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JACK D. RICHARDSON this 19th day of August, 1982.

Witness my hand and official seal.

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

My commission expires: 11/22/83

_____
Notary Public

1

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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 STEVEN R, NEIMEYER and NANCY J. NEIMEYER, husband and wife,

residing in SUBLETTE County, Wyoming, whose post office address is P. O. BOX 458 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*
8/19/82	$50,000.00	15.5%	8/19/2015

192356

RECORDED August 19 1982 11:22 AM
IN BOOK 38 MTG PAGE 275
FEES 10.00 Lenny York COUNTY CLERK
SUBLETTE COUNTY CLERK

(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, Title V of the Housing Act of 1949 or any other statute administered by 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 this instrument shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of default by Borrower;

And this instrument also secures the recapture of any interest credit 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 note, to secure prompt payment of the note and renewals and extensions thereof and any agreement contained therein, including any provision for the payment of an insurance premium 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 herein described and the performance of every covenant and agreement of Borrower contained herein or in any supplement hereto, Borrower does hereby grant, bargain, sell, convey, mortgage and assign unto the Government the following described property situated in the State of Wyoming, County(ies) of SUBLETTE:

Lot 16, 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 recorded in the office of the County Clerk 3/28/78 in Book 33 of Miscellaneous page 678.

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 prior to any sale or 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 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 law. 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] This instrument shall be subject r[redacted]gulations of the Farmers Home Admi[redacted], 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 19th day of August, 19 82.

Steven R. Neimeyer
STEVEN R. NEIMEYER

Nancy J. Neimeyer
NANCY J. NEIMEYER

ACKNOWLEDGMENT

STATE OF WYOMING
} ss:
COUNTY OF SUBLETTE

The foregoing instrument was acknowledged before me by Steven R. Neimeyer and Nancy J. Neimeyer, , , this 19th day of August, 19 82.

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

MORTGAGE

THIS MORTGAGE is made this 17th day of August, 19 82, between the Mortgagor, Thomas C. Cole and Marion S. Cole, 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 Forty Eight Thousand and no/100 ---------- Dollars, which indebtedness is evidenced by Borrower's note dated August 17, 1982 (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, 2002;

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

Lot 4, Block 8, Ball Second Addition to the Town of Marbelton, Sublette County, Wyoming.

192371

RECORDED Aug 20 1982 11:20 AM
IN BOOK 38 Mtg PAGE 279
FEES $10.00 Lenore York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thomas

which has the address of ..., Big Piney,
[Street] [City]
Wyoming 83101 (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.

assigned Bk 38 pg 689
Released Bk. 13 Rls. pg. 743

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

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

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

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

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property 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 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 together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

T. Thomas T. Cole
Thomas C. Cole —Borrower

Marion S. Cole
Marion S. Cole —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this August 1, 1982 (date) by

Thomas C. Cole and Marion S. Cole, Husband and Wife
(person acknowledging)

My Commission expires:
June 5, 1984

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTG[redacted]ED—FORM NO. 4-A [redacted] THE HILLS COM[redacted] 142484

MORTGAGE

THIS MORTGAGE, made this 18th **day of** August, **19** 82, **between**
William Robert Tanner and Helen R. 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 Twenty Eight Thousand and No/100

($ 28,000.00) **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 15, 16, and 17, Block 24, Marbleton Townsite, Sublette County Wyoming

192381

RECORDED Aug 23 1982 8:00 A.M
IN BOOK 38 Mtg PAGE 283
FEES 8.00 Karen Yeh COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

Reel BK 12 PG. 345

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 Eight Thousand and No/100---------- ($ 28,000.00) Dollars, together with interest thereon at the rate of 17½ per cent (17½ %) per annum from August 18, 19 82, until paid, according to the conditions of a promissory note, dated 8-18-82, 19 , the ultimate maturity date of which is 8-18-87, 19 , which promissory note was executed and delivered by

William Robert Tanner and Helen R. 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 hereafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than Twenty Eight Thousand and No/100---------- ($ 28,000.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of Ten days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with and 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 Mortgagor executing the note or notes for which this mortgage is security shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

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

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

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of said premises, or in any other manner now or hereafter provided by Wyoming statutes, including the power to sell.

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

William M. Tanner

Helen R. Tanner

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Lincoln } ss.

On this 13th day of March, 19 82, before me personally appeared

William M. Tanner and
Helen R. 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: July 6, 1985.

Sandy C. Kuchera

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:

286

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 Billy J. Earles, a Single Man and Katherine J. Farnsworth, a Single Woman herein designated as Mortgagor of Evanston, County of Uinta, State of Wyoming, to secure the payment of the principal sum of Thirty Seven Thousand Eight Hundred Dollars ($ 37800.00), with interest at the rate of fifteen per centum (15.00 %) per annum as evidenced by a promissory note of even date herewith to the order of WestAmerica Mortgage Company -8095 Belleview, Englewood, Colorado 80110 a corporation organized and existing under the laws of State of Colorado hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Four Hundred Sixty Eight And Five Hundredths Dollars ($ 468.05), commencing on the first day of October, 19 82, 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, 2012, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

The East 60 Feet of Lot 9, Block 2, Jones Addition to Town of Pinedale, Sublette County, Wyoming

192397

ORDER August 25 1982 1:30 PM
BOOK 38 Misc PAGE 286
$ $10.00 Dennis Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy

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

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

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note

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

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 coveted 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 90 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 90th day time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said wife of the said upon the consideration aforesaid does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the above granted premises

IN WITNESS WHEREOF, the Mortgagor(s) ha hereunto set hand(s) this day of , 19

In the presence of

Billy J. Ea[illegible]

Katherine J. Farnsworth

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 23rd day of Aug., 1982, before me personally appeared Billy J. Eagles, Katherine J. Farnsworth 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 said wife having been by me fully apprised of her rights and the effect of signing and acknowledging the said instrument apart from her husband and signed the same when so separate and apart.

Given under my hand and seal this 23rd day of Aug, A.D. 19

[SEAL]

Notary Public

My commission expires

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

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William Robert Tanner and Helen R. Tanner, husband and wife herein designated as Mortgagor, of Marbleton, Wyoming, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Twenty two thousand twenty five and 20/100---------- Dollars ($22,025.20), with interest as evidenced by a promissory note dated July 30, 1982 herewith to the order of

First Wyoming Bank, N.A.-Kemmerer
801 Pine Avenue
Kemmerer, Wyoming 83101

, hereinafter designated Mortgagee, principal and interest payable in 60 installments of $ 553.59 . each on the 30 day of each month, beginning on the 30 day of August , 19 82 , 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 final installment on July 30, 1987
hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 19, 20, 21, 22, 23, and 24, Block 20, Marbleton Townsite, Sublette County, Wyoming.

192398

RECORDED August 23 1982 11:39 AM
IN BOOK 38 Mtg PAGE 282
FEES $8.00 Paid Clerk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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:

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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 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.

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, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as 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 in paragraph 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 the 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 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:

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 deficiency, Federal, State or local, when assessed or due; death dissolution; making of a sendiz[illegible] notice of an intended bulk sale; mortgage or pledge of any property; suspension or liquidation of business 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 in the opinion of the Mortgagee or other legal holder thereof, shall increase its credit risk—this mortgage and all other obligations, direct or contingent, to 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 any 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, insurance together with all other sums payable hereunder or by the provisions hereof, shall become immediately 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 the 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 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 [illegible]

vanced by the Mortgagee pursuant to the provisions of paragraph 5 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.

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 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.

9. No failure by the Mortgagee or any legal holder hereof to enforce any right set forth herein nor 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 constitute 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 Helen R. Tanner wife of the said William Robert Tanner upon the consideration aforesaid, does hereby release and forever quit-claim 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 30th day of July , 1982 .

In the presence of—

William Robert Tanner

Helen R. Tanner

THE STATE OF WYOMING }
COUNTY OF Lincoln } ss:

On this 30th day of July 1982, before me personally appeared William Robert Tanner & Helen R. Tanner 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 rights and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, this 30 day of July A. D. 1982

(Seal)

Notary Public.

My commission expires
June 5, 1984

MORTGAGE

THIS MORTGAGE is made this 4th day of August, 19 82, between the Mortgagor, Louis D. Eberhart, Also Known As L. Dale Eberhart and Barbara L. Eberhart, husband & wife (herein "Borrower"), and the Mortgagee, Sweetwater Federal Savings and Loan Association, a corporation organized and existing under the laws of Wyoming, whose address is 544 Broadway, Box 1147, Rock Springs, Wyoming 82901 (herein "Lender"),

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Six Thousand---------- ----------00/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 4, 1982 (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, 2007 ;

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 13, B B VILLAGE SUBDIVISION, SUBLETTE COUNTY, WYOMING

192399

RECORDED August 23 1982 2:00 PM
IN BOOK 38 Misc PAGE 292
FEES $12.00 Lora J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

which has the address of Lot 13 B&B Village Subdivision [Street], Pinedale [City], Wyoming 82941 [State and Zip Code] (herein "Property Address");

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

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

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 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 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 accelerate 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 Louis Dale Eberhart
—Borrower

x Barbara L. Eberhart
—Borrower

STATE OF WYOMING, SWEETWATER County ss:

The foregoing instrument was acknowledged before me this 4th day of May, 1982 by

Louis D. Eberhart, AKA Louis Dale Eberhart, & Barbara L. Eberhart, Husband and Wife
(person acknowledging)

My Commission expires: 4-23-84

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

RIDER

THIS RIDER is made this 4th day of August, 19 82, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned (the "Borrowers") to secure Borrower's Note to Sweetwater Federal Savings & Loan Association (the "Lender") of the same date (the "Note") and covering the property described in the Mortgage and located at Lot 13, B&B Village Subdivision, Pinedale, Wyo.
(Property Address)

Modifications. In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

1. Delete in its entirety the second sentence of Paragraph 17 of the Mortgage.

2. Replace the deleted sentence with the following sentences: "Lender shall have waived such option to accelerate, if the Note and this Mortgage may be assumed by persons qualifying under guidelines for assumption (Including credit, maximum family income and maximum sales price) as may be established and modified from time to time by the Treasurer of the State of Wyoming pursuant to Wyoming Statutes 9-7-1001(d). In connection with such assumption, the Lender may charge an assumption fee of up to one percent of the unpaid principal balance of the Note which is assumed and reasonable expenses incurred by the Lender in obtaining and approving the credit of the assuming party. In connection with such assumption, the interest rate on the Note shall not be changed."

By signing this; the Borrower agrees to all of the above.

L Dale Eberhart (Seal)
Borrower

Barbara L Eberhart (Seal)
Borrower

MGIC MMC/Wyoming

STATE OF WYOMING)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by L. Dale Eberhart and Barbara L. Eberhart, this 10th. Day of August, 1982.

Witness my hand and official seal.

Notary Public

My Commission Expires September 23, 1982.

296

297 Abst Bk 12 Pg 210

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Robert D. Carlson and Miriam Anna Carlson, husband and wife

Pinedale, Wyoming

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

----Four thousand dollars and no/100----- Dollars, due 3 years

with interest from date at the rate of 17 per cent per annum, payable annually

evidenced by One promissory note, of even date herewith, 36 monthly payments

at $142.61

do hereby mortgage to

State Bank of Big Piney

mortgagee, whose address is Box 428

Big Piney, Wyoming 83113

the following described real

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

Lot 11, Block 1, Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming

192427

RECORDED August 26 1982 8:00 A M
IN BOOK 38 Misc PAGE 297
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by 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 Twelve 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 20th day of August A. D. 19 82.

In the presence of

Robert D Carlson

Miriam Anna Carlson

Miriam Anna Carlson

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert D. Carlson, Miriam Anna Carlson, ,
this 20th day of August, 1982.

Witness my hand and official seal.

Signature

Vice President
Title of Officer

My Commission Expires: March 17, 1986

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, $

299

THE TITLE GUARANTY COMPANY OF WYOMING, INC.
FORM 4½ C

192211

This Instrument Filed for Record on the
24th day of Aug. 1982 at 4:30 o'clock P.M.
and Recorded in Book 38 of Misc.
Page 299
NO.
$4.00
Carol Yake
County Clerk
by Dorothy McKinnon

MORTGAGE DEED

William Robert Tanner & Helen Tanner

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

173,996.40 Dollars, due August 1987

(said sum, and the interest thereon, being referred to as the "indebtedness"), payable Monthly installments of 2,986.94

in accordance with the provisions of that certain Lease # 2189-01 dated July 24, 1982, hereby mortgage and warrant to mortgagee, Copper State Thrift & Loan

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

Lots 9 and 10, Block 49, Marbleton townsite, Sublette County, Wyoming

Lots 13 , 14, 14 and 16, Block 44, Marbleton Townsite, Sublette County, Wyoming

Mortgagors agree to pay the indebtedness according to the terms of said promissory note, and, during the life of this mortgage, to pay all taxes and assessments on the premises and to keep the improvements thereon insured against fire and other hazards in a sum not less than ($173,996.40) 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 of foreclosure and sale, including attorneys fees in an amount equal to ten percent of the indebtedness remaining unpaid at the time of such sale, the same to be allowed as costs in any equitable action brought to foreclose this mortgage.

To fully assure mortgagee the benefit of the security interest in the premises granted to it hereunder, mortgagors hereby assign to mortgagee all rents hereafter payable for the use and occupancy of the premises by any person in possession thereof with mortgagors' consent. If default occurs in any of the covenants and agreements herein contained, whether or not mortgagee elects to foreclose this mortgage on account thereof, mortgagee shall at once be entitled, and is hereby authorized, to collect the rents from the premises and to apply the same to the payment of the indebtedness secured hereby until such default is remedied.

In the event of foreclosure of this mortgage upon default, mortgagee shall be entitled to the possession and enjoyment of the premises and the incident rents, issues, and profits thereof from the time of such default and for and during the pendency of foreclosure proceedings and the period of redemption, if any. If mortgagors should fail to surrender such possession to mortgagee promptly upon its request therefor, mortgagee may compel delivery thereof by an ejectment action or other civil proceeding appropriate to that purpose. Furthermore, and in addition to the remedies otherwise provided for in this mortgage and by law, and as a matter of right, without regard to the solvency or insolvency of mortgagors, the value of the premises, or the sufficiency thereof to discharge the indebtedness and costs of foreclosure and sale, mortgagee shall be entitled to a receiver for the premises and the rents, issues and profits thereof from the time of default to the expiry of any redemptive period provided by law. Such receiver may be appointed by any court of competent jurisdiction upon ex parte application, without notice, notice being hereby waived and the appointment of a receiver upon such application being hereby consented to by mortgagors.

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

WITNESS our hands this 26th day of August, 19 82.

Helen Tanner
William Robert Tanner

Attest Seal:

STATE OF Wyoming
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me by William Robert Tanner and Helen Tanner

this 26 day of August, 19 82.

Witness my hand and official seal.

Carol Yake by Deputy
SUBLETTE COUNTY

My Commission expires: [redacted]

MORTGAGE

The undersigned, William Robert Tanner and Helen Tanner

("mortgagors", whether one or more), of Sublette County, State of Wyoming, to secure the payment of Seventeen Thousand Four Hundred Twelve and 72/100 Dollars ($ 17,412.72), ~~and xxxxxxxxxxxxxxxxxxx~~ ~~with interest thereon at the rate of xxxxx per cent per year (said xxxx and the interest thereon being herein referred to as the "indebtedness"),~~ payable in thirty ~~ix~~ (36) equal payments of Four Hundred Eighty Three and 69/100 Dollars ($483.69) plus rental use tax due on or about the 10th day of each month until paid in full.

in accordance with the provisions of that certain ~~promissory note~~ equipment lease dated _____, hereby mortgage and warrant to Borg-Warner Leasing, Inglewood, Co. ("mortgagee"), the following described real estate, including the improvements thereon, the rents, issues and profits therefrom, and the benefits and privileges appurtenant thereto (all being referred to herein as the "premises") situate in Sublette County, State of Wyoming, to-wit:

Lots 6, 7, 8 and 9, Block 1, Marbleton Townsite, Sublette County, Wyoming

192142

RECORDED August 26 1982 4:30 PM
IN BOOK 38 Misc PAGE 300
FEES $4.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dora Lynn Schmidt

Mortgagors agree to pay the indebtedness according to the terms of said ~~promissory note~~ equipment lease 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 xxxxxxxxxxxxxxxxxx

Rlod. Bk 18 pg. 242 10/22/96

301

Executed in 150 Counterparts
Of Which This is Counterpart No. 139

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-eighth Supplemental Indenture

Providing among other things for
First Mortgage Bonds, 13½% Series due July 1, 2012

Dated as of July 1, 1982

192153

RECORDED August 30 1982 8:00 AM
IN BOOK 38 Mtg PAGE 301
FEES $ 13.25 Utah COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Atkin

THIRTY-EIGHTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of July 1, 1982, 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-eighth 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-eighth 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 provid[illegible]d, among other things, that instruments supplemental to the Mortgage emb[illegible]dying 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 [illegible]livered to the Trustees the following supplemental indentures:

Designation	Date of
First Supp[illegible]mental Indenture	January [illegible] 1945
Second Supplemental Indenture	May 1, 1946
Third Supplemental Indenture	April 1, 1948
Fourth Supplemental Indenture	May 1, 1949
Fifth Supplemental Indenture	October [illegible] 1949
Sixth Supplemental Indenture	October [illegible] 1950
Seventh Supplemental Indenture	October [illegible] 1951
Eighth Supplemental Indenture	October [illegible] 1952
Ninth Supplemental Indenture	May 1, 1954
Tenth Supplemental Indenture	September 1, 1955
Eleventh Supplemental Indenture	October [illegible] 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 [illegible] 1974
Twenty-third Supplemental Indenture	November [illegible] 1, 1975
Twenty-fourth Supplemental Indenture	February [illegible] 1, 1976
Twenty-fifth Supplemental Indenture	April 1, 1976

; and

[redacted]

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
3¼% 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
3⅜% Series due 1981	9,000,000	None

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
3⅜% 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
4⅜% 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 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
Thirty-third Supplemental Indenture	April 1, 1979
Thirty-fourth Supplemental Indenture	September 1, 1979
Thirty-fifth Supplemental Indenture	March 1, 1980
Thirty-sixth Supplemental Indenture	April 1, 1981

; and

WHEREAS, said Twenty-seventh through Thirty-sixth 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-seventh Supplemental Indenture, dated as of December 1, 1981 (which supplemental indenture is hereinafter sometimes called the "Thirty-seventh Supplemental Indenture"); and

WHEREAS, said Thirty-seventh 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

County	Date	Recorded Entry No.	Book	Page
Beaver	1/14/82	[illegible]574	191	172-205
Box Elder	1/13/82	[illegible]/111	353	688-721
Cache	1/13/82	419243	297	355-388
Carbon	1/13/82	161708	214	778-811
Davis	1/28/82	[illegible]8272	891	585-618
Duchesne	12/24/81	2[illegible]58 & 889	A-87	334-367
Emery	1/13/82	[illegible]12	126	260-293
Garfield	1/13/82	[illegible]15	273	98-131
Grand	1/13/82	[illegible]71	331	439-472
Iron	1/14/82	[illegible]44	286	206-239
Juab	1/13/82	[illegible]66	308	112
Kane	1/14/82	[illegible]85	077	7-40
Millard	1/13/82	[illegible]18 & [illegible]	159	397-464
Morgan	12/24/81	[illegible]85	M-33	427-460
Piute	1/13/82	[illegible]03	20 of Misc	515-548
Rich	1/15/82	103	A4	242-275
Salt Lake	1/13/82	[illegible]71	5136	12
San Juan	1/13/82	[illegible]60	68[illegible]	209-242
Sanpete	1/13/82	[illegible]69	29[illegible]	511-544
Sevier	1/15/82	[illegible]08	171	142-175
Summit	1/13/82	[illegible]44	M20[illegible]	187-220
Tooele	1/13/82	[illegible]67	199[illegible]	716-749
Uintah	1/13/82	[illegible]1	295	684-717
Utah	1/13/82	[illegible]39	1959	58-91
Wasatch	1/7/82	[illegible]57	145	589-623
Washington	1/13/82	[illegible]16	303	960-993
Weber	1/14/82	[illegible]17	1390	174-207

SECRE[illegible]Y OF STATE OF UTAH
Decem[illegible] 31, 1981 at 8:13 a.m., File No. 856[illegible]

COLORADO

County	Date	Entry No.	Book	Page
Delta	1/22/82	396244	499	704-737
Gunnison	1/22/82	365064	576	454-487
La Plata	1/22/82	465592	Microfilm #465592	
Montrose	1/21/82	501390	709	595-628
Montezuma	1/25/82	356506	534	475-508
Ouray	1/22/82	131588	168	573-589
San Miguel	1/22/82	224077	397	694-727

SECRETARY OF STATE OF COLORADO
File No. 535270 on January 25, 1982, at 8:30 a.m.

IDAHO

County	Date	Entry No.	Book	Page
Bannock	1/11/82	681378	377	
Bear Lake	1/11/82	127157	Microfilm #127157	
Bingham	1/11/82	288162	45-Microfilmed	
Bonneville	1/11/82	618204	Microfilmed	
Butte	1/11/82	M-11084	One. Mortg. M-11084	
Caribou	1/11/82	110924	Microfilmed	
Clark	1/11/82	36523	Microfilm #36523	
Franklin	1/11/82	157943	Microfilmed	
Fremont	1/11/82	83	Inst. No. 374132	
Jefferson	1/11/82	213448	Microfilmed	
Lemhi	1/12/82	161330	File of Mortgages	
Madison	1/11/82	192149	192149	
Oneida	1/11/82	104117	Microfilm #104117	
Power	1/11/82	125580	Inst #125580, Dr. #6	
Teton	1/11/82	89330	Microfilmed	

SECRETARY OF STATE OF IDAHO
File No. B48323 on January 11, 1982 at 10:22 a.m.

NEW MEXICO

County	Date	Entry No.	Book	Page
Bernalillo	1-6-82	90605		
San Juan	1-7-82	84378	427	441

WYOMING

County	Date	Entry No.	Book	Page
Lincoln	12/31/81	570514	183PR	613
Sublette	12/31/81	188075	35 Mtgs.	3-36
Uinta	12/30/81	382774	174-B	1

SECRETARY OF STATE OF WYOMING
File No. 88365 on January 5, 1982 at 10:00 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	$ [illegible],000	[illegible],000,000
6⅜% Series	due November 1, 2006	[illegible],000	[illegible],000,000
8½% Series	due March 1, 2007	[illegible],000	[illegible],000,000
8¼% Series	due September 1, 2007	[illegible],000	[illegible],000,000
5.90%	due April 1, 2008	[illegible],000	[illegible],000,000
9⅛% Series	due May 1, 2008	[illegible],000	[illegible],000,000
10⅛%	due April 1, 2009	[illegible],000	[illegible],000,000
10¼%	due September 1, 2009	[illegible],000	[illegible],000,000
14¾% Series	due March 1, 2010	[illegible],000	[illegible],000,000
11⅛%	Series due April 1, 2011	[illegible],000	45,000,000
11⅛% Series	Second Series due April 1, 2011	[illegible],000	45,000,000
16⅜% Series	due December 1, 2011	[illegible],000	90,000,000

which bonds are also sometimes called bonds of the Twenty-seventh through Thirty-eighth 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

[redacted]

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 reserved 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 a 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-eighth Supplemental Indenture, and the terms of bonds of the Thirty-ninth 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, releases, 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 II hereof; also all other property, real personal or 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 in the Mortgage, as heretofore supplemented, expressly excepted), now owned subject to the provisions of Section 97 of the Mortgage hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or restricting by the enumeration of the same the scope and intent of the following) 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 water systems, steam heat and hot plants, substations, lines, and supply systems, bridges, culverts and flumes, railroad tracks, street and interurban systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other motors, regulators, meters, transformers, generators, motors, electrical, and mechanical appliances, conduits, 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-eighth 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 7.01 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, their successors and assigns forever.

IN TRUST NEVERTHELESS, for the purposes and upon the same uses, trusts and conditions and subject to the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Thirty-Fourth 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-Ninth Series of Bonds

Section 1. (I) There shall be a series of bonds designated "13½% Series due July 1, 2012" (herein sometimes referred to as the "Thirty-ninth 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-ninth Series shall be dated as in Section 10 of the Mortgage provided; shall mature on July 1, 2012; 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 13½% per annum, payable semiannually on January 1 and July 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, 13½% Series due July 1, 2012 (Utah Power & Light Company Project) (hereinafter referred to as the "Emery 2012 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-ninth Series shall be redeemed in whole or in like part. To effect the redemption of bonds of the Thirty-ninth 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

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referred to as the "Emery 2012 Redemption Demand") for the redemption of bonds of the Thirty-ninth Series equal in principal amount to the principal amount of Emery 2012 Bonds to be redeemed. The Emery 2012 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 2012 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 2012 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-ninth Series for redemption on the stated date used for redemption of the Emery 2012 Bonds. The Emery 2012 Redemption Demand shall also contain a waiver of notice of such redemption by the Emery Trustee, as holder of all bonds of the Thirty-ninth Series then outstanding. The Corporate Trustee may conclusively presume that statements contained in the Emery 2012 Redemption Demand to be correct. Redemption of bonds of the Thirty-ninth 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 2012 Redemption Demand shall be delivered to the Corporate Trustee by 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 on the bonds of the Thirty-ninth Series so called for redemption.

(II) All bonds of the Thirty-ninth Series shall be pledged by the Company with the Emery Trustee to secure payment of the principal of and interest on the Emery 2012 Bonds. The obligation of the Company to make payments with respect to the principal of and interest on bonds of the Thirty-ninth Series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time any such payment shall be due, the then due principal of and interest on the Emery 2012 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 2012 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-ninth 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 2012 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-ninth 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-ninth 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-eighth 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-ninth Series for the aggregate principal amount of $46,500,000.

ARTICLE II

Miscellaneous Provisions

Section 2. All bonds of the Thirty-ninth Series acquired by the Company shall forthwith be delivered to the Corporate Trustee for cancellation.

Section 3. Subject to any amendments provided for in this Thirty-eighth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Thirty-eighth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 4. 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-eighth 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-eighth 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-eighth Supplemental Indenture.

SECTION 5. Whenever in this Thirty-eighth 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-eighth 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 6. Nothing in this Thirty-eighth 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-eighth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement of, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-eighth 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 7. This Thirty-eighth 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 III

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) The SE 1/4 of the SE 1/4 and the E 1/2 of the SW 1/4 of the SE 1/4 of Section 12, T. 20 S., R. 7 E., S.L.M.

The NW 1/4 of the NW 1/4 of Section 17, T. 20 S., R. 8 E., S.L.M.

Beginning 660 feet north from the east quarter corner of Section 17, T. 20 S., R. 8 E., S.L.M., thence North 330 feet, thence West 1320 feet, thence South 330 feet, thence East 1320 feet, to the point of beginning.

Beginning at the north quarter corner of Section 17, T. 20 S., R. 8 E., S.L.M., thence South 643.5 feet, thence East 2640 feet, thence North 643.5 feet, thence N. 89°58′ W. 2640 feet, more or less, to the point of beginning.

Beginning at the west quarter corner of Section 17, T. 20 S., R. 8 E., S.L.M., thence North 879.94 feet, thence East 2640 feet,

thence South 439.89 feet, thence West 495 feet, thence South 439.89 feet, thence West 495 feet, thence South 439.89 feet, thence West 330 feet, thence South 880.11 feet, more or less, thence West 1320 feet, thence North 1320 feet to the point of beginning, being land acquired by Deed dated June 12, 1981 and recorded February 9, 1982 in Book 126, Page 668 and 669 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, plants, equipment, appliances and devices for transforming, converting distributing electric energy; and all lands of the Company upon which same are situated; and all other properties of the Company, real, personal fixed, forming a part thereof or appertaining thereto, together with all of Company's easements, licenses, rights of way, permits, municipal and franchises, privileges, consents and rights for or relating to the construction, maintenance and operation of, 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 land public or private; including, not limited to, the following described property within the State of Utah:

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

Beginning N. 89°56'58" E. 1308 feet from the northwest corner of Section 31, T. 1 N., R. 1 E., S.L.M., thence N. 89°56'58"

E. 400 feet, thence S. 0°16′02″ E. 300 feet, thence S. 89°56′58″ W. 400 feet, thence N. 0°16′02″ W. 300 feet to the point of beginning being land acquired by Deed dated May 14, 1982 and recorded May 17, 1982 in Book 5373, Page 691 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 and Idaho.

In the State of Utah:

(1) *Enoch 138 kV Tap Line* a 138 kV, post type insulator, single circuit, single wood pole type transmission line in Iron County, Utah, extending from the Company's Sigurd-Cedar City 138 kV in a west direction to the Company's Enoch Substation.

(2) *Grace-Terminal #105 — 138 kV Line, Tap to Industrial Park*, a 138 kV, post type insulator, double circuit, single wood pole type

transmission line in Weber County, Utah, extending from the Company's Grace-Terminal #105—138 kV line in an east direction to the Company's Industrial Park Substation.

In the State of Idaho:

(1) *Scoville-Antelope Tie Line,* a 138 kV, post type insulator, double circuit, single wood pole type transmission line in Butte County, Idaho, extending from the Company's Antelope 138 kV line in a southeasterly direction to the Customer Scoville 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, now owned, 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 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 system of the Company as constructed and equipped in or near the communities villages, towns, cities and

PARAGRAPH F

DISTRIBUTION LINES AND SYSTEMS

The electric distribution lines and system of the Company, including all towers, poles, pole lines, wires, switchracks, transformers, insulators, underground conduits and ducts, meters and appliances, 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 relating to the construction, maintenance and operation thereof, through, 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:

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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 extensions, 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 located:

(a) *Naughton-Evanston 138 kV Tap to Chevron Oil at Skull Valley,* Department of the Interior Grant, Serial No. W-73002, issued November 18, 1981, expires November 18, 2011.

(b) *Chevron-Amoco 25 kV Line,* Department of the Interior Grant, Serial No. W-75981, issued September 28, 1981, expires September 24, 2011.

(c) *Kel Mine Corp. Vent #1 - 12.5 kV Line,* Department of the Interior Grant, Serial No. U-48443, issued December 2, 1981, expires December 2, 2011.

(d) *Adjacent Property at Grace Hydro Plant,* Department of the Interior Grant, Serial No. I-16456, issued December 17, 1981, expires December 17, 2011.

(e) *Gunnison Butte Land and Livestock - 12.5 kV Line,* Department of the Interior Grant, Serial No. U-49[illegible], issued December 18, 1981, expires December 18, 2011.

(f) *Lava Ranch 7.2 kV Line,* Department of the Interior Grant, Serial No. I-18158, issued December 16, 1981, expires December 16, 2031.

(g) *Union Carbide Mine Vent #1700-25 kV Line,* Department of the Interior Grant, Serial No. U-48428, issued December 29, 1981, expires December 29, 2011.

(8) *Union Carbide-Beaver Mine Shaft 25 kV Line,* Department of the Interior Grant, Serial No. U-48429, issued January 4, 1982, expires January 4, 2012.

(9) *Red Fleet Dam Rec. Area 7.2 kV Line,* Department of the Interior Grant, Serial No. U-49234, issued February 5, 1982, expires February 4, 2012.

(10) *Naughton-Carter Creek 138 kV Line,* Department of the Interior Grant, Serial No. W-74762, issued February 19, 1982, expires February 18, 2012.

(11) *Railroad-Natural Gas 138 kV Line,* Department of the Interior Grant, Serial No. W-75795, issued February 19, 1982, expires February 18, 2012.

(12) *Hunt Fork View Subdivision 14.4 kV Line,* Department of the Interior Grant, Serial No. W-78005, issued February 16, 1982, expires February 15, 2012.

(13) *Little Creek Subdivision 7.2 kV Line,* Department of the Interior Grant, Serial No. U-47278, issued March 2, 1982, expires March 1, 2012.

(14) *U.S.G.S. Water Resources 25 kV Line,* Department of the Interior Grant, Serial No. I-18232, issued March 1, 1982, expires March 1, 2012.

(15) *Alvin W. Munns and Sons 25 kV Underground Line,* Department of the Interior Grant, Serial No. I-18234, issued March 1, 1982, expires March 1, 2012.

(16) *Ashley Valley Sewer 12.5 kV Line,* Department of the Interior Grant, Serial No. U-50496, issued April 13, 1982, expires April 12, 2012.

(17) *Emery County Farmers Union Telephone Company 120/240 Volt Line,* Department of the Interior Grant, Serial No. U-50150, issued May 27, 1982, expires May 26, 2012.

(18) *S. J. McCormick 34.5 kV Line,* Department of the Interior Grant, Serial No. U-47384, issued June 1, 1982, expires May 31, 2012.

(19) *Blaine Larsen 25 kV Line,* Department of the Interior Grant, Serial No. I-20112, issued April 27, 1982 expires April 26, 2012.

(20) *7.2 kV Relocation at Little Creek Reservoir Line* Department of the Interior Grant, Serial No. U-47289, issued June 7, 1982, expires June 6, 2012.

(21) *Tooele-Mercur 46 kV Line*, Department of the Interior Grant, Serial No. U-47281, issued March 30, 1982, expires March 29, 2012.

(22) *Garry Ellingford 7.2 kV Line*, Department of the Interior Grant, Serial No. U-47285, issued April 7, 1982, expires April 6, 2012.

(23) *Union Oil Company 69 kV Tap*, Department of the Interior Grant, Serial No. U-49735, issued April 6, 1982, expires April 5, 2012.

(24) *Access Road to Naughton Plant*, Department of the Interior Grant, Serial No. W-78006, issued April 1, 1982, expires April 11, 2012.

(25) *U.P.R.R. Company Signal 12.5 kV Line*, Department of the Interior Grant, Serial No. U-47334, issued April 13, 1982, expires April 12, 2012.

(26) *Lee Oertle 7.2 kV Line*, Department of the Interior Grant, Serial No. U-47380, issued June 1, 1982, expires May 31, 2012.

, all other licenses, permits, rights ty and grants, issued, granted or made to the Company or its pr ors in interest by the United States of America or the departments of, which authorize or permit the Company to construct, maintain perate on lands of the United States, dams, reservoirs, diversion worl pe lines, tunnels, canals, flumes, power houses, electric generating pla uildings, towers, poles, power lines, substations, or switchracks, coal nes, and other property forming a part thereof or appertaining thereto

PARAGRAPH SEVEN

Franchises

franchises of the Company, inclu all franchises, licenses, privileges, permits, grants and consents for t nstruction, maintenance and operation of electric transmission lines, di ation lines and systems, telephone lines, and steam and hot water cond through, on, over, under,

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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, Idaho and Wyoming.

MUNICIPAL FRANCHISES

UTAH

Name	Town or City	Service	Expiration
Tooele	City	G.E.S.	February 1, 2032
Junction	Town	G.E.S.	September 19, 2031
IDAHO			
Lewisville	Town	G.E.S.	January 12, 2012
WYOMING			
Big Piney	City	G.E.S.	March 1, 2006
Marbleton	Town	G.E.S.	July 1, 1991
Diamondville	Town	G.E.S.	January 4, 2006
LaBarge	Town	G.E.S.	June 18, 1983
Pinedale	Town	G.E.S.	January 7, 2000

COUNTY FRANCHISE

WYOMING

Lincoln		G.E.S.	July 1, 1991

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.

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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 situated, which are hereby referred to for more particular description of said lands and rights:

Unimproved (Wyoming)

(1) *Evanston Service Center* Uinta County, Wyoming, a tract of land described as follows:

(1) Beginning at the northeast corner of Section 7, T. 15 N., R. 120 W., 6th P.M., thence S. 51°01′ W. 306.71 feet, thence S. 0°10′39″ W. 567.88 feet, thence S. 63°39′ E. 688.17 feet, thence N. 01°17′15″ E. 591.95 feet to a point on a nontangent curve concave northeasterly to which point a radial line bears S. 55°22′37″ W. 5804.58 feet, thence northwesterly along said westerly right of way line and curve through a central angle of 3°21′12″ 339.73 feet, thence continuing along said right of way line N. 31°16′11″ W. 254.77 feet to the point of beginning, thence S. 1°10′45″ W. 220.58 feet to land acquired by Deed dated December 23, 1981 and recorded February 4, 1982 in Book 401, Pages 401 to 406 in the records of the County Recorder of said County.

[redacted]

Exemption No. 10 (cont.)

(1) *Bear River Flood Properties*, several tracts of additional land in Cache County, Utah, described as follows:

(1) Beginning South 396 feet and West 660 feet and Southwesterly 180 feet, more or less, from the northeast corner of Section 26, T. 14 N., R. 1 W., S.L.M., thence Southwesterly 570 feet, more or less, thence N. 61°45′ W. 35 feet, more or less, thence South 265 feet, more or less, thence East 132 feet, thence South 2310 feet, thence West 132 feet, thence South 515 feet, more or less, thence East 1130 feet, more or less, thence N. 9°41′ W. 84 feet, thence N. 19°43′ W. 265 feet, thence N. 19°37′ E. 187 feet, thence N. 12°28′ E. 199 feet, thence North 100 feet, thence N. 25°50′ E. 130 feet, thence N. 27°55′ E. 120 feet, thence N. 14°15′ E. 140 feet, thence N. 2°00′ E. 135 feet, thence N. 23°40′ E. 124 feet, thence N. 15°15′ E. 110 feet, thence N. 2°25′ E. 95 feet, thence N. 22°31′ E. 170 feet, thence N. 4°15′ W. 93 feet, thence N. 19°45′ E. 125 feet, thence N. 34°36′ E. 40 feet, more or less, thence North 55 feet, more or less, thence N. 11°45′ W. 420 feet, thence N. 15°45′ W. 220 feet, thence N. 30°47′ W. 298 feet, thence N. 24°50′ W. 130 feet, thence N. 47°20′ W. 395 feet, thence N. 60°43′ W. 137 feet, more or less, to the point of beginning.

Beginning South 2300 feet and East 1320 feet, more or less, from the northwest corner of Section 25, T. 14 N., R. 1 W., S.L.M., thence S. 59°30′ W. 157 feet, thence S. 71°05′ W. 175 feet, thence S. 80°30′ W. 220 feet, thence S. 61°10′ W. 110 feet, thence S. 40°00′ W. 63 feet, thence S. 24°50′ W. 128 feet, thence S. 59°30′ W. 36 feet, thence S. 71°20′ W. 113 feet, thence S. 41°00′ W. 134 feet, thence S. 15°55′ W. 235 feet, thence S. 8°05′ W. 228 feet, thence South 80 feet, thence S. 12°00′ W. 180 feet, more or less, thence East 1068 feet, thence North 1254 feet, more or less, to the point of beginning.

Beginning South 3930 feet from the northwest corner of Section 25, T. 14 N., R. 1 W., S.L.M., thence N. 55°40′ E. 250 feet, thence South 165 feet, thence West 180 feet, more or less, to the point of beginning, being land acquired by deed dated June 30, 1981 and recorded July 2, 1981 in Book 287, Pages 981 to 984 in the records of the County Recorder of said County.

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(2) Beginning North 1250 feet, more or less, from the southeast corner of Section 27, T 14 N., R. 1 W., S.L.M., thence N. 40°40′ W. 180 feet, thence N. 42°55′ W. 150.00 feet, thence N. 55°40′ W. 410.00 feet, thence N. 67°55′ W. 210.00 feet, thence N. 82°40′ W. 308.00 feet, then[illegible] S. 83°35′ W. 188.00 feet, thence N. 77°30′ W. 68.00 feet, then[illegible] S. 72°00′ W. 107.00 feet, thence N. 74°35′ W. 245.00 feet, then[illegible] N. 45° 55′ W. 305.00 feet, thence N. 14°20′ W. 335.00 feet, th[illegible] N. 14°50′ E. 207.00 feet, more or less, thence West 200 feet[illegible] or less, thence S. 17°10′ E. 205.00 feet, thence S. 27°40′ E. 1[illegible] feet, thence S. 0°35′ E. 85.00 feet, thence S. 11°15′ E. 145.00[illegible]et, thence S. 15°10′ E. 130.00 feet, thence S. 03°20′ E. 290.00[illegible] thence S 70°50′ E. 160 feet, thence S. 08°10′ E. 67.00 feet, th[illegible] S. 0°10′ E. 300.00 feet, thence S. 14°30′ E. 45.00 feet, then[illegible] S. 32°00′ E. 125.00 feet, thence S. 51°05′ E. 395.00 feet, the[illegible] S. 63°05′ E. 210.00 feet, thence S. 72°15′ E. 65.00 feet, then[illegible] S. 86°45′ E 155.00 feet, thence N. 87°45′ E. 195.00 feet, then[illegible] N. 81°10′ E 215.00 feet, thence N. 72°00′ E. 110.00 feet, then[illegible] N. 53°30′ E. 170.00 feet, thence N. 68°25′ E. 70.00 feet, then[illegible] N. 88°55′ E. 75.00 feet, thence S. 78°50′ E. 95.00 feet, then[illegible] S. 66°35′ E. 100.00 feet, thence S. 85°55′ E. 80.00 feet, then[illegible] S. 29°30′ E 90.00 feet, more or less, thence S. 8°05′ E. 130.00[illegible] thence S. 36°10′ E. 120.00 feet, thence S. 15°25′ E. 480.00[illegible] more or less, thence S. 15°25′ E. 80.00 feet, thence S. 01°0[illegible]W. 172.00 feet, thence S. 08°05′ E. 120.00 feet, thence S. 31[illegible] E. 157.00 feet, thence S. 2°05′ E. 210.00 feet, thence S. 21[illegible] E. 105.00 feet, thence S. 1°20′ E. 220.00 feet, thence S. 22[illegible] E. 80.00 feet, thence S. 55°15′ E. 75.00 feet, more or less, to[illegible]nt on the South line of the property described in Book 29 at P[illegible]312 of the Recorders Office, Cache County, Utah; thence East[illegible]g said line to the Southeast Corner of the property described in[illegible]ook 29 at Page 312 in the Office of the Recorder, Cache Cou[illegible] Utah; thence North along the East line of the property descri[illegible]n said Book and Page, 245.00 feet, more or less to the Southw[illegible]y bank of the Bear River; thence N. 32°10′ W. 150.00 feet, th[illegible] N. 12°35′ W. 150.00 feet, thence N. 7°55′ E. 145.00 feet, then[illegible] N. 21°10′ E. 248.00 feet, thence N. 12°20′ E. 130.00 feet, then[illegible] N. 9°10′ W 200.00 feet, more or less, thence N. 20°15′ W. 110.00 feet, thence N. 38°05 W. 170.00 feet,

thence N. 56°45′ W. 250.00 feet, thence N. 69°05′ W. 180.00 feet, thence N. 62°50′ W. 290.00 feet, thence N. 38°30′ W. 820.00 feet, more or less, to the point of beginning, being land acquired by Deed dated May 28, 1981 and recorded July 2, 1981 in Book 287, Pages 932 to 934 in the records of the County Recorder of said County.

(3) Beginning at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of Section 1, T. 13 N., R. 1 W., S.L.M., thence Westerly along the North line of said Southeast Quarter 1097 feet, more or less, thence S. 04°44′ E. 12.00 feet, thence S. 13°50′ E. 97.00 feet, thence S. 29°20′ E. 154.00 feet, thence S 17°30′ E. 130.00 feet, thence S. 29°37′ E. 230.00 feet, thence S. 44°13′ E. 171.00 feet, thence S. 67°08′ E. 420.00 feet, thence S. 70°30′ E. 352.00 feet, thence S. 84°03′ E. 117.00 feet, more or less, thence North 1012 feet, more or less, thence west 6.6 rods to the point of beginning, being land acquired by Deed dated June 29, 1981 and recorded July 2, 1981 in Book 287, Pages 974 and 975 in the records of the County Recorder of said County.

(4) Beginning at the Northeast Corner of the Southwest Quarter of the Southeast Quarter of Section 1, T. 13 N., R. 1 W., S.L.M. thence West 1228.00 feet, more or less, thence South 1012 feet, more or less, thence S. 84°03′ E. 28.00 feet, thence N. 72°26′ E. 151.00 feet, thence S. 86°53′ E. 110.00 feet, thence S. 71°25′ E. 190.00 feet, thence No. 82°44′ E. 159.00 feet, thence N. 70°38′ E. 247.00 feet, thence N. 40°50′ E. 200.00 feet, thence N. 32°19′ E. 197.00 feet, thence N. 46°50′ E. 192.00 feet, more or less, thence North 485.00 feet, more or less, to the point of beginning, being land acquired by Deed dated June 29, 1981 and recorded July 2, 1981 in Book 287, Pages 972 and 973 in the records of the County Recorder of said County.

(5) Beginning 2250 feet south, more or less, from the center of Section 23, T. 14 N., R. 1 W., S.L.M., thence S. 87°30′ W. 255.00 feet, thence S. 80°49′ W. 211.00 feet, thence S. 84°15′ W. 200.00 feet, thence S. 82°08′ W. 200.00 feet, thence N. 52°32′ W. 120.00 feet, thence S. 33°53′ W. 215.00 feet, thence N. 6°10′ W. 170.00 feet, thence N. 5°10′ E. 170.00 feet, thence N. 8°35′ W. 170.00

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feet, thence N. 33°10′ W. 148.00 feet, thence N. 34°03′ W. 280.00 feet, thence West 1153.00 feet, more or less, to the Easterly bank of the Bear River; thence S. 42°40′ E. 428.00 feet, thence S. 51°00′ E. 270.00 feet, thence S. 44°05′ E. 186.00 feet, thence S. 65°50′ E. 330.00 feet, thence S. 63°34′ E. 180.00 feet, thence S. 47°33′ E. 152.00 feet, thence S. 26°40′ E. 166.00 feet, thence South 300 feet, more or less, thence S. 11°10′ W. 230.00 feet, thence S. 13°40′ W. 125.00 feet, thence S. 10°40′ E. 260.00 feet, thence S. 32°00′ E. 145.00 feet, thence S. 45°50′ E. 170.00 feet, thence S. 80°30′ E. 130.00 feet, thence N. 82°55′ E. 280.00 feet, thence N. 74°15′ E. 190.00 feet, thence N. 78°30′ E. 265.00 feet, thence N. 59°05′ E. 230.00 feet, more or less, thence North 9[illegible] feet, more or less, to the point of beginning, being land acquired by Deed dated June 29, 1981 and recorded July 2, 1981 in Book 287, Pages 929 to 931 in the records of the County Recorder of [illegible] County.

(6) Beginning at the Northeast Co[illegible] of the West half of the Southwest Quarter of the Southeast Q[illegible]er of Section 36, T. 14 N., R. 1 W., S.L.M., thence South 1[illegible]00 feet, more or less, thence West 1009.00 feet, more or less, [illegible]ce N. 15°00′ E. 230.00 feet, thence N. 29°14′ E. 135.00 feet, t[illegible]e N. 47°13′ E. 437.00 feet, thence N. 51°45′ E. 322.00 feet, t[illegible]e N. 72°10′ E. 150.00 feet, thence N. 55°54′ E. 124.00 feet [illegible]ce N. 30°15′ E. 36.00 feet, thence N. 5°31′ W. 350.00 feet, t[illegible]or less, thence East 80 feet, more or less, to the point of begin[illegible]being land acquired by Deed dated May 28, 1981, and record[illegible]y 2, 1981 in Book 287, Pages 988 and 989 in the records of t[illegible]unty Recorder of said County.

(7) Beginning 120 rods South a[illegible]94.75 feet East of the North Quarter corner of Section 22, T[illegible] N., R. 1 W., S.L.M., thence East 628.00 feet, more or less, to [illegible] West bank of the Bear River; thence N. 53°50′ E. 375.00 feet, [illegible]ce N. 35°15′ E. 225.00 feet, thence N. 46°35′ E. 175.00 feet, [illegible]e N. 58°15′ E. 180.00 feet, thence N. 71°00′ E. 435.00 feet, [illegible]e N. 60°30′ E. 150.00 feet, thence N. 41°30′ E. 62.00 feet, th[illegible] N. 16°55′ E. 37.00 feet, thence N. 6°30′ W. 50.00 feet, thenc[illegible] 46°00′ W 65.00 feet, thence S. 71°00′ W. 290.00 feet, thenc[illegible]. 80°15′ W 205.00 feet, thence S. 85°40′ W. 230.00 feet, thenc[illegible] 84°45′ W 580.00 feet,

thence N. 60°00′ W. 128.00 feet, thence N. 67°45′ W. 105.00 feet, thence N. 27°30′ W. 138.00 feet, thence N. 9°00′ W. 160.00 feet, thence N. 6°45′ E. 367.00 feet, thence N. 11°20′ W. 80.00 feet, thence N. 59°25′ W. 70.00 feet, thence West 485.00 feet, thence N. 76°20′ W. 225.00 feet, more or less, thence N. 68°55′ W. 94.00 feet, thence N. 54°40′ W. 187.00 feet, more or less, thence West 325.00 feet, more or less, thence S. 19°55′ E. 195.00 feet, thence S. 33°10′ E. 110.00 feet, thence S. 49°45′ E. 140.00 feet, thence S. 20°25′ E. 70.00 feet, thence S. 47°55′ E. 290.00 feet, thence S. 55°50′ E. 125.00 feet, more or less, thence S. 70°05′ E. 305.00 feet, thence N. 81°15′ E. 75.00 feet, thence S. 64°30′ E. 30.00 feet, thence S. 44°55′ E. 225.00 feet, thence S. 87°00′ E. 158.00 feet, thence S. 81°20′ E. 170.00 feet, thence S. 33°35′ W. 308.00 feet, thence S. 25°40′ W. 365.00 feet, thence S. 21°10′ W. 328.00 feet, thence S. 03°15′ E. 85.00 feet, more or less, to the point of beginning.

Beginning at a point 120 rods South and 394.75 feet East of the North Quarter Corner of Section 22, T. 14 N., R. 1 W., S.L.M., thence East 612.00 feet, more or less, to the West bank of the Bear River; thence S. 46°50′ W. 95.00 feet, thence S. 38°55′ W. 445.00 feet, thence S. 2°30′ West 38.00 feet, thence S. 34°35′ W. 90.00 feet, thence S. 6°15′ W. 70.00 feet, thence S. 42°30′ E. 63.00 feet, thence S. 70°20′ E. 110.00 feet, more or less, thence West 270.00 feet, more or less, thence N. 9°25′ W. 275.00 feet, thence N. 4°45′ W. 406.00 feet, more or less, to the point of beginning, being land acquired by Deed dated June 30, 1981 and recorded July 2, 1981 in Book 287, Pages 955 to 957 in the records of the County Recorder of said County.

(8) The North Half of the Northwest Quarter of Section 5, T. 13 N., R. 1 E. S.L.M.

Beginning at the Northeast Corner of Section 6, T. 13 N., R. 1 E., S.L.M., thence South 1320.00 feet, more or less, thence West 686.00 feet, more or less, thence N. 4°00′ E. 120 feet, thence N. 27°45′ E. 300 feet, thence N. 54°30′ E. 365.00 feet, thence N. 4°25′ E. 741.00 feet, more or less, thence East 164.00 feet, more or less, to the point of beginning, being land acquired by Deed dated

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June 29, 1981 and recorded July 2, 1981 in Book 287, Pages 938 and 939 in the records of the County Recorder of said County.

(9) Beginning at the south quarter corner of Section 15, T. 14 N., R. 1 W., S.L.M., thence North 632.50 feet, thence West 705 feet, more or less, thence S. 0°55′ W. 180.00 feet, thence S. 17°14′ E. 270.00 feet, more or less, thence East 565 feet, more or less, to the point of beginning, being land acquired by Deed dated June 30, 1981 and recorded July 2, 1981 in Book 287, Pages 963 and 964 in the records of the County Recorder of said County.

(10) Beginning at the North Quarter corner of Section 1, T. 14 N., R. 1 W., S.L.M., thence Westerly 1320 feet more or less, thence S. 18°09′ W. 224.00 feet, thence S. 54′ W. 100.00 feet, thence S. 33°15′ W. 100.00 feet, thence S. 15′ W. 100.00 feet, thence S. 30°41′ W. 200.00 feet, thence S. 09′ W. 200.00 feet, thence S. 48°31′ W. 163.00 feet, thence S. 4′ W. 100.00 feet, thence S. 24°22′ W. 105.00 feet, thence 16′ W. 100.00 feet, thence S. 8°45′ E. 134.00 feet, thence S. 7′ W. 100.00 feet, thence S. 40°38′ W. 110.00 feet, thence S. 0′ W. 220.00 feet, thence S. 49°50′ W. 100.00 feet, thence S. 30′ W. 250.00 feet, thence S. 29°44′ W. 52.00 feet, thence S. 13′ W. 196.00 feet, thence S. 46°51′ W. 97.00 feet, thence S. 27′ W. 400.00 feet, thence S. 87°10′ W. 93.00 feet, thence N. 03′ W. 100.00 feet, thence N. 68°51′ W. 120.00 feet, thence S. 35′ W. 100.00 feet, thence S. 16°22′ W. 35.00 feet, thence S. 0′ E. 800.00 feet, thence S. 75°55′ E. 170.00 feet, thence S. 4′ E. 278.00 feet, thence S. 61°45′ E. 60.00 feet, thence S. ′ E. 173.00 feet, thence S. 5°43′ W. 66.00 feet, more or less, thence Easterly 1442 feet more or less, thence N. 32°15′ W. 0 feet, thence N. 20 0′ W. 190.00 feet, thence N. 9°00′ E. 00 feet, thence N. 32 ′ E. 230.00 feet, more or less, then th 1950.00 feet, more or less, to the point of beginning, land acquired by Deed dated June 29, 1981 and recorded Ju 981 in Book 287, Pages 976, 977, 919 and 920 in the records County Recorder of said County.

(11) Beginning at the Center Quarter corner of Section 3, T. 14 N., R. 1 W., S.L.M., thence North 8454 et, more or less, to

the South bank of the Bear River; thence Southeasterly and Southerly along said river bank to a point N. 87°55′ E. 371.75 feet from a point 12.75 chains South from the center of said Section 3; thence S 87°55′ W. 95.00 feet, more or less, thence N. 1°00′ E. 252.00 feet, thence N. 27°05′ W. 128.00 feet, thence N. 83°25′ W. 155.00 feet, thence N. 54°10′ W. 200.00 feet, thence N. 69°20′ W. 133.00 feet, thence N. 59°45′ W. 90.00 feet, thence N. 44°10′ W. 170.00 feet, thence N. 12°15′ E. 60.00 feet, thence N. 46°30′ W. 115.00 feet, more or less, thence Easterly 685 feet, more or less, to the point of beginning, being land acquired by Deed dated June 30, 1981 and recorded July 2, 1981 in Book 287, Pages 985 to 987 in the records of the County Recorder of said County.

(12) Beginning at the Northwest Corner of the Northeast Quarter of the Southeast Quarter of Section 22, thence South 650.00 feet, more or less, to the North Bank of the Bear River; thence N. 80°40′ E. 335.00 feet, thence N. 84°49′ E. 98.00 feet, thence S. 71°51′ E. 105.00 feet, thence S. 46°44′ E. 95.00 feet, thence S. 74°10′ E. 162.00 feet, thence N. 88°48′ E. 58.00 feet, thence S. 64°51′ E. 190.00 feet, thence S. 35°28′ E. 68.00 feet, thence S. 75°46′ E. 44.00 feet, thence S. 48°08′ E. 345.00 feet, more or less, thence S. 48°08′ E. 85.00 feet, thence S. 35°43′ E. 155.00 feet, more or less, thence East 1050.00 feet, more or less, thence N. 34°03′ W. 145.00 feet, thence N. 84°11′ W. 168.00 feet, thence N. 70°07′ W. 228.00 feet, thence N. 49°55′ W. 120.00 feet, thence N. 27°23′ W. 88.00 feet, thence N. 41°00′ W. 497.00 feet, thence N 66°36′ W. 286.00 feet, more or less, thence N. 78°00′ W. 85.00 feet, thence S. 88°25′ W. 183.00 feet, thence S. 73°58′ W. 403.00 feet, thence S. 57°38′ W. 103.00 feet, thence N. 70°45′ W. 110.00 feet, thence N. 55°28′ W. 230.00 feet, thence N. 44°03′ W. 80.00 feet, thence N. 9°02′ W. 194.00 feet, thence N. 28°10′ W. 70.00 feet, thence N. 1°49′ E. 120.00 feet, more or less, thence West 180.00 feet, more or less, to the point of beginning.

Beginning West 1320 feet, more or less from the east quarter Corner of Section 22, T. 14 N., R. 1 W., S.L.M., thence along the West line of the Northeast Quarter of the Southeast Quarter of said Section 22, thence South 665.00 feet, more or less, to the North bank of the Bear River; thence S. 86°24′ W. 90.00 feet, thence N.

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79°42′ W. 141.00 feet, thence N. 65°00′ W. 118.00 feet, thence N. 41°40′ W. 160.00 feet, thence N. 21°[illegible]′ W. 60.00 feet, thence N. 8°50′ W. 71.00 feet, thence N. 3°37′ E. 205.00 feet, thence N. 12°21′ W. 150.00 feet, more or less, thence East 49[illegible] feet, more or less, to the point of beginning, being land acquired by Deed dated June 1, 1981 and recorded July 2, 198[illegible] in Book 28[illegible], Pages 952 to 954 in the records of the County Recorder of said County.

(13) Beginning 25 chains and 1947 feet north of the south quarter corner of the southeast quarter of Section 36, T. 14 N., R. 1 W., S.L.M., thence N. 86°00′ E. 13[illegible] feet, thence South 1065 feet, more or less, thence N. 38°57′ W. 150 feet more or less, thence N. 74°14′ W. 1283.20 feet, th[illegible] North 595 feet, more or less, to the point of beginning.

Beginning 25 chains north of th[illegible]uth quarter corner of the southeast quarter of Section 36, T. 1[illegible], R. 1 W., S.L.M., thence North 36 feet, more or less, thence N[illegible]17′ E. 66[illegible]70 feet, thence N. 77°30′ E. 538.60 feet, thence No[illegible]55′ E. 20[illegible] feet, more or less, thence South 460.00 feet, more[illegible] less, thence S. 32°59′ W. 485.50 feet, thence S. 02°32′ W. 20[illegible] feet, thence S. 47°58′ W. 913.60 feet, thence S. 32°10′ W. 5[illegible]et, more or less, thence Westerly 750 feet, more or less, the[illegible]North 1[illegible] feet, more or less, thence East 660 feet, more or l[illegible]hence N[illegible]th 300.00 feet, more or less, to the point of beginnin[illegible]

Beginning 23.50 chains south [illegible] the north west corner of Section 31, T. 14 N., R. 1 E., S.L.[illegible] thence south 17.3 chains, more or less, thence S. 38°57′ E. 4.[illegible]s, more or less, thence S. 36°55′ W. 4.5 chains, thence south 2[illegible], more or less, thence N. 38°07′ E. 192.00 feet, thence N. 22[illegible] E. 242.00 feet, thence N. 28°04′ E. 408.00 feet, thence N. 13[illegible] E. 188.00 feet, thence N. 2°07′ W. 260.00 feet, thence N. 32°[illegible]W. 236.00 feet, thence No. 9°05′ E. 115.00 feet, thence N. 32°3[illegible]470.00 feet, more or less, thence S. 86°00′ W. 515.00 feet, m[illegible] or less, to the point of beginning.

Beginning at the north quarter[illegible] of Section 1, T. 13 N., R. 1 W., S.L.M., thence Easterly 1[illegible]et, more or less, thence S. 32°10′ W. 154.00 feet, more or les[illegible]hence S. 41°19′ W. 576.00

feet, thence S. 40°03′ W. 140.80 feet, more or less, thence West 82.00 feet, more or less, thence S. 43°15′ W. 65.00 feet, thence S. 30°28′ W. 257.00 feet, thence S. 13°28′ W. 335.00 feet, thence S. 25°13′ W. 168.00 feet, thence S. 42°18′ W. 175.00 feet, thence S. 49°13′ W. 311.00 feet, thence S. 32°00′ W. 165.00 feet, more or less, thence North 1978 feet, more or less, to the point of beginning.

Beginning 556 feet east, more or less, from the Southwest corner of the Northeast quarter of Section 1, T. 13 N., R. 1 W., S.L.M., thence N. 31°46′ E. 218.00 feet, thence N. 26°44′ E. 195.00 feet, thence N. 12°11′ E. 243.00 feet, thence N. 26°03′ E. 100.00 feet, thence N. 42°49′ E. 80.00 feet, thence N. 53°38′ E. 53.00 feet, thence N. 61°31′ E. 228.00 feet, thence N. 53°00′ E. 484.00 feet, thence N. 78°34′ E. 65.00 feet, thence S. 82°56′ E. 67.00 feet, thence N. 71°27′ E. 78.00 feet, thence N. 47°43′ E. 155.00 feet, thence N. 67°57′ E. 195.00 feet, thence N. 83°27′ E. 120.00 feet, thence S. 88°40′ E. 172.00 feet, thence S. 84°12′ E. 137.00 feet, thence S. 79°34′ E. 213.00 feet, more or less, thence South 1341.00 feet, more or less, thence West 2118.00 feet, more or less, to the point of beginning.

Beginning 1480.00 feet South and 1300.00 feet East, more or less, from the Northwest Corner of Section 31, T. 14 N., R. 1 E., S.L.M., thence Southerly 68.00 feet, more or less, thence Westerly 280.00 feet, more or less, thence Northwesterly 100.00 feet, more or less, thence Easterly 360.00 feet, more or less, to the point of beginning, being land acquired by Deed dated June 29, 1981 and recorded August 14, 1981 in Book 290, Pages 228 to 231 in the records of the County Recorder of said County.

(14) Beginning 1320 feet east of the center of Section 36, T. 14 N., R. 1 W., S.L.M., thence South 957 feet, thence N. 87°47′ E. 663.70 feet; thence N. 77°30′ E. 538.60 feet; thence N. 36°55′ E. 530.20 feet; thence N. 38°57′ W. 434.20 feet, thence N. 74°14′ W. 1283.20 feet, more or less, thence South 295.60 feet, more or less, to the place of beginning.

Beginning 1320.00 feet East of the center of Section 36, T. 14 N., R. 1 W., S.L.M., thence South 1320 feet, more or less, thence

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West 740 feet, more or less, thence N. 6°53′ E. 116.00 feet, thence N. 16°25′ E. 117.00 feet; thence N. 32°45′ E. 115.00 feet; thence N. 59°28′ E. 364.00 feet; thence N. 41°23′ E. 123.00 feet; thence N. 9°13′ E. 180.00 feet; thence N. 9°53′ E. 320.00 feet; thence N. 8°28′ E. 116.00 feet; thence N. 2° 11′ W. 100.00 feet; thence N. 8°22′ E. 50 feet; more or less, thence East 82 feet, more or less, to the point of beginning, being land acquired by Deed dated June 30, 1981 and recorded July 2, 198 in Book 287, Pages 958 to 960 in the records of the County Recorder of said County.

(15) Beginning at the south quarter corner of Section 31, T. 14 N., R. 1 E., S.L.M., thence North 1536 feet, more or less, thence N. 61°14′ W. 55.00 feet; thence N. 78°02′ W. 122.00 feet; thence N. 89°27′ W. 260.00 feet; thence S. 72°02′ W. 162.00 feet; thence S. 49°03′ W. 137.00 feet; thence S. 18′ W. 4 00 feet; thence S. 22°40′ W. 423.00 feet; thence S. 8′ W. 00 feet; thence S. 15°58′ W. 280.00 feet; thence S. 6′ W. 2 .00 feet; thence S. 11°55′ W. 258.00 feet; thence S. 19′ W. 43.00 feet; thence S. 65°24′ W. 178.00 feet; thence S. 02′ W. 1 7.00 feet; thence S. 54°59′ W. 105.00 feet; thence S. 5′ W. 00 feet; thence N. 86°33′ W. 62.00 feet; thence S. 10′ W. 00 feet; thence S. 39°20′ W. 148.00 feet; thence S. 22′ W. 8 .00 feet; thence S. 36°38′ W. 146.00 feet; thence S. 4′ W. 24 .00 feet; thence S. 60° 40′ W. 82.00 feet; thence S. W. 43 feet, more or less, thence South 580 feet, more or l nce S. 10′ E. 650.00 feet; thence S. 61°05′ E. 155.00 feet ce N. 3 19′ E. 228.00 feet; thence N. 25°11′ E. 293.00 feet; ce N. 31 25′ E. 423.00 feet; thence N. 35°38′ E. 200.00 fe thence N 47°01′ E. 120.00 feet; thence N. 65°18′ E. 122.00 more or less, thence Easterly 1339 feet, more or less, thence N. 1290 feet, more or less, to the point of beginning, being land red by Deed dated June 29, 1981 and recorded July 2, 1981 ook 287, Pages 978 to 980 in the records of the County Reco f said County.

(16) Beginning at the Nort Corner of Section 36, T. 14 N., R. 1 W., S.L.M., thence West ains; thence South 7½ chains; thence west 4 chains, thence S. 6 ′ W. 6 ch ns, more or less, to the right bank of Bear River; t ce up said bank in a general Westerly direction 2 chains, more less, thence South to a point S.

36°00′ W. 1970.00 feet from a point 658.40 feet East of a point 1501.30 feet South of beginning; thence N. 86°00′ E. 1970.00 feet, thence North 230.00 feet, thence in a Southeasterly direction 400.00 feet; thence Northeasterly 360.00 feet; thence 775.00 feet, more or less, to a point which is 184.00 feet West of an existing fence line; thence North 102.00 feet; thence Northeasterly 400.00 feet; thence North 254.00 feet, thence West 1867.40 feet to the point of beginning.

Beginning 2730 feet east from the southwest corner of Section 25, T. 14 N., R. 1 W. S.L.M., thence N. 28°55′ E. 80.00 feet; thence N. 18°10′ E. 84.00 feet; thence N. 8°35′ E. 133.00 feet; thence N. 22°00′ W. 33.00 feet; thence N. 39°35′ W. 90.00 feet; thence N. 66°55′ W. 70.00 feet, more or less, thence S. 84°07′ E. 209.00 feet; thence Northerly 348.00 feet, more or less, thence S. 57°10′ E. 80.00 feet; thence S. 67°55′ E. 87.00 feet; thence S. 81°25′ E. 145.00 feet; thence S. 77°10′ E. 227.00 feet; thence S. 54°10′ E. 78.00 feet; thence S. 37°15′ E. 183.00 feet; thence S. 26°15′ E. 118.00 feet; thence S. 10°05′ E. 121.00 feet; thence S. 13°55′ W. 214.00 feet, more or less, thence West 867 feet, more or less, to the point of beginning, being land acquired by Deed dated July 1, 1981 and recorded July 2, 1981 in Book 287, Pages 925 to 927 in the records of the County Recorder of said County.

(17) Beginning 80 rods west and 2305 feet south, more or less, from the north quarter corner of Section 25, T. 14 N., R. 1 W., S.L.M., thence South 1430 feet, more or less, thence N. 39°05′ E. 400.00 feet; thence N. 66°25′ E. 159.00 feet; thence N. 76°45′ E. 228.00 feet; thence N.45°00′ E. 85 feet, more or less, thence North 1290 feet, more or less, thence S. 79°25′ W. 72.00 feet; thence S. 58°25′ W. 43.00 feet; thence S. 45°00′ W. 83.00 feet; thence S. 40°00′ W. 71.00 feet; thence S. 20°10′ W. 47.00 feet, thence S. 47°10′ W. 39.00 feet; thence S. 69°25′ W. 162.00 feet; thence S. 79°15′ W. 99.00 feet; thence S. 76°15′ W. 181.00 feet, more or less to the point of beginning.

Beginning at a point which is 80 rods West and 1104.00 feet South from the North Quarter Corner of Section 25, T. 14 N., R. 1 W., S.L.M., thence Westerly 325.00 feet and Southeasterly, thence

North 413.00 feet to the point of beginning, being land acquired by Deed dated May 28, 1981 and recorded July 2, 1981 in Book 287, pages 965 to 967 in the records of the County Recorder of said County.

(18) Beginning at the Southeast corner of Section 25, T. 14 N., R. 1 W., S.L.M., thence West 528.00 feet; thence South 495.00 feet; thence West 264.00 feet; thence S. 59°30' W. 396.00 feet, more or less, thence N. 82°40' W. 200.00 feet, more or less, thence South 660.00 feet, more or less, thence West 64[illegible] feet, thence N. 41°00' [illegible] 390.00 feet; thence N. 32°21' E. 113[illegible] feet; thence N. 23°15' W. 45.00 feet; thence N. 85°53' W. 23[illegible] feet; thence N. 73°45' W. 190.00 feet; thence N. 65°05' W. 180[illegible] feet; thence N. 43°30' W. 83.00 feet; thence N. 31°24' W. 370[illegible] feet; thence N. 13°50' W. 163.00 feet; thence N. 29°45' W. 38[illegible] feet; thence N. 10°45' W. 140.00 feet, more or less, thence East 915.00 feet, more or less, thence N. 14°35' E. 292.00 feet; thence N. 9°35' W. [illegible].00 feet, thence N. 35°45' W. 140.00 feet; thence N. 44°00' W. [illegible]0.00 feet; thence N. 3°25' W. 60.00 feet; thence N. [illegible]°55' W. [illegible]0.00 feet, more or less, thence North 1255.00 feet, more or less, thence S. 52°[illegible] 140.00 feet; thence S. 66°45' E. 196[illegible] feet; thence S. 40°[illegible] 115.00 feet; thence S. 17°40' E. 116[illegible] feet; thence S. 31°[illegible] 140.00 feet; thence S. 23°15' E. 140[illegible] feet; thence S. 76°[illegible] 174.00 feet; thence S. 64°15' E. 176[illegible] feet; thence S. 58°[illegible] 125.00 feet; thence S. 68°15' E. 116[illegible] feet; thence S. 88°[illegible] 140.00 feet; thence N. 74°40' E. 170[illegible] feet; thence East 100[illegible]et; thence S. 73°45' E. 130.00 feet; thence S. 57°15' E. 10[illegible]eet; thence S. 64°40' E. 165.00 feet; thence S. 71°15' E. 154[illegible]eet, more or less, thence South 1004.00 feet, more or less, to the point of beginning.

[illegible]ginning 254 feet South and 1867.4 [illegible] east from the northeast corner of Section 31, T. 14 N., R. [illegible] S.L.M., thence southwesterly 400 feet, thence South 102 feet, [illegible]e southwesterly 775[illegible] more or less, thence southerly 68 feet [illegible]re or less, thence N. [illegible]25' E. 200 feet, thence N. 28°00' E[illegible] feet, thence N. 19[illegible] E. 517 feet, thence N. 16°21' E. 355 [illegible] more or less, to the point of beginning, being land acquired [illegible]eed dated June

29, 1981 and recorded July 2, 1981 in Book 287, Pages 935 to 937 and 992 to 994 in the records of the County Recorder of said County.

(19) Beginning at the Northeast Corner of the Southwest Quarter of Section 1, T. 13 N., R. 1 W., S.L.M., thence West 1340 feet, more or less, thence S. 16°45′ E. 1380.00 feet, more or less, thence East 970 feet, more or less, thence North 1320 feet, more or less, to the point of beginning, being land acquired by Deed dated June 29, 1981 and recorded July 2, 1981 in Book 287, Pages 923 and 924 in the records of the County Recorder of said County.

(20) Beginning at the Northeast Corner of Section 22, T. 14 N., R. 1 W., S.L.M., thence South 1105 feet, more or less, thence S. 63°10′ W., 225.00 feet; thence S. 57°10′ W. 95.00 feet; thence S. 42°10′ W. 165.00 feet; thence S. 64°15′ W. 100.00 feet; thence S. 75°25′ W. 165.00 feet; thence S. 59°05′ W. 217.00 feet; thence S. 44°45′ W. 150.00 feet; thence S. 32°40′ W. 482.00 feet; thence S. 17°25′ W. 43.00 feet; thence S. 13°25′ E. 320.00 feet; thence S. 8°15′ E. 235.00 feet, more or less, thence West 530 feet, more or less, thence N. 0°50′ E. 415.00 feet (N. 2°22′ E. by record), more or less, thence N. 47°20′ E. 420.00 feet; thence N. 49°00′ E. 400.00 feet; thence N. 43°00′ E. 185.00 feet; thence N. 53°50′ E. 210.00 feet; thence N. 64°20′ E. 165.00 feet; thence N. 58°25′ E. 157.00 feet; thence N. 68°45′ E. 95.00 feet; thence N. 44°55′ E. 170.00 feet; thence N. 65°05′ E. 45.00 feet; thence N. 26°30′ E. 78.00 feet; thence N. 13°00′ W. 145.00 feet; thence N. 56°15′ W. 108.00 feet; thence N. 88°00′ W. 115.00 feet; thence S. 84°05′ W. 225.00 feet; thence West 220.00 feet; thence S. 79°05′ W. 310.00 feet; thence S. 84°55′ W. 220.00 feet, more or less, thence North 15 chains, more or less, thence East 1354 feet, more or less, to the point of beginning.

Beginning 2665 feet south and 3660 feet east from the northwest corner of Section 22, T. 14 N., R 1 W., S.L.M., thence N. 0°50′ E. 415.00 feet (N. 2°22′ E. by record), more or less, thence S. 47°20′ W. 80.00 feet; thence S. 41°40′ W. 117.00 feet; thence S. 25°50′ W. 118.00 feet; thence S. 16°00′ W. 100.00 feet; thence S. 32°25′ E. 75.00 feet, more or less, thence East 160 feet, more or less, to the point of beginning.

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Beginning at the southeast corner of Section 26, T. 14 N., R. 1 W., S.L.M., thence West 38 rods, thence Northeasterly to a point which is 16 rods West and 80 rods North of the Southeast Corner of Section 26; thence East 16 rods, thence South 80 rods to the point of beginning, except the Bear River Channel.

Beginning at the southwest corner of Section 25, T. 14 N., R. 1 W., S.L.M., thence East 582 feet, more or less, thence N. 33°00′ E. 660.00 feet; thence N. 8°10′ E. 800.00 feet; thence N. 16°30′ E. 70 feet, thence N. 39°05′ E. 185.00 feet, thence N. 79°30′ E. 241.35 feet; thence North 152 feet, more or less, thence West 1068 feet, more or less, thence S. 10°50′ W. 108.4 feet; thence S. 33°30′ W. 90.00 feet; thence S. 56°00′ W. 219.00 feet, more or less, thence South 1280 feet, more or less, to the point of beginning, being land acquired by Deed dated June 30, 1981 and recorded July 2, 1981 in Book 287, Pages 900 to 903 in the records of the County Recorder of said County.

(21) Beginning South 2400 feet more or less, from the northwest corner of the E 1/2 of the SE 1/4 of Section 23, T. 14 N., R. 1 W., S.L.M., thence N. 53°43′ W. 178.00 feet; thence N. 36°44′ W. 378.00 feet; thence N. 84°49′ W. 140.00 feet; thence S. 5°23′ W. 290.00 feet; thence N. 89°25′ W. 145.00 feet; thence S. 0°49′ W. 130.00 feet, more or less, thence South 320 feet, more or less, thence South 620 feet, more or less, thence S. 42°30′ E. 137.00 feet; thence N. 36°05′ E. 129.00 feet; thence N. 32°50′ E. 98.00 feet; thence N. 49°25′ E. 93.00 feet; thence N. 68°10′ E. 100.00 feet; thence N. 82°25′ E. 109.00 feet; thence S. 72°25′ E. 100.00 feet; thence S. 60°35′ E. 148.00 feet; thence S. 44°05′ E. 103.00 feet; thence S. 5°10′ E. 135.00 feet; thence S. 46°45′ E. 80.00 feet; thence S. 54°35′ E. 155.00 feet; thence S. 54°50′ E. 75.00 feet; thence S. 61°45′ E. 153.00 feet; thence Northeasterly 70 feet, more or less, thence N. 51°05′ E. 190.00 feet; thence N. 6°10′ W. 86.00 feet, thence N. 75°50′ E. 98.00 feet; thence N. 1°20′ W. 52.00 feet; thence N. 37°40′ E. 74.00 feet; thence N. 0°45′ W. 88.00 feet; thence N. 6°35′ E. 100.00 feet, more or less, thence N. 1°31′ W. 60.00 feet; thence N. 33°55′ W. 83.00 feet, thence N. 35°03′ W. 80.00 feet, more or less, to the point of

beginning, being land acquired by Deed dated June 29, 1981 and recorded July 3, 1981 in Book 288, Pages 57 and 58 in the records of the County Recorder of said County.

(22) Beginning at the northeast corner of the northwest quarter of the northeast quarter of Section 22, T. 14 N., R. 1 W., S.L.M., thence South 923 feet, more or less, thence S. 87°45′ W. 240.00 feet; thence N. 69°55′ W. 100.00 feet; thence N. 39°40′ W. 120.00 feet; thence N. 10°25′ W. 124.00 feet; thence N. 1°05′ E. 495.00 feet; thence N. 14°25′ W. 75.00 feet; thence N. 46°10′ W. 90.00 feet; thence N. 79°50′ W. 110.00 feet; thence S. 88°50′ W. 495.00 feet; thence N. 73°45′ W. 228.00 feet, more or less, thence East 1320 feet, more or less, to the point of beginning.

Beginning at the south quarter corner of Section 15, T. 14 N., R. 1 W., S.L.M., thence North 13⅓ rods; thence East 80 rods; thence South 13⅓ rods; thence West 80 rods to the point of beginning, being land acquired by Deed dated June 30, 1981 and recorded July 2, 1981 in Book 287, Pages 921 and 922 in the records of the County Recorder of said County.

(23) Beginning at the Northeast corner of Section 15, T. 14 N., R. 1 W., S.L.M., thence West to the West Bank of Bear River; thence following said West bank in a Southwesterly direction to a point 30 rods South of the point of beginning; thence East to the Section line; thence North 30 rods to the point of beginning, being land acquired by Deed dated June 30, 1981 and recorded July 2, 1981 in Book 287, Pages 940 and 941 in the records of the County Recorder of said County.

(24) Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 15, T. 14 N., R. 1 W., S.L.M., thence South 33⅓ rods, thence 80 rods East, thence North 425.00 feet, more or less, thence N. 62°58′ W. 275 feet, more or less, thence west 1075 feet, more or less, to the point of beginning.

Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 15, T. 14 N., R. 1 W., S.L.M., thence Westerly along the North line of the South half of the Southeast Quarter of said Section 15, 1565.00 feet, more or less, thence N. 72°45′ W. 82 feet, thence N. 30°00′ W. 43.00 feet;

thence N. 04°40′ W. 158.00 feet; thence N. 07°15′ E. 342.00 feet; thence N. 09°50′ W. 186.00 feet; thence N. 12°55′ W. 245.00 feet; thence N. 30°20′ W. 585.00 feet; thence N. 42°35′ E. 120.00 feet; thence N. 65°25′ E. 580 feet; thence N. 35°14′ E. 200.00 feet; thence N. 61°18′ E. 430.00 feet; thence N. 45°00′ E. 295.00 feet; thence N. 28°00′ E. 260.00 feet; thence N. 48°35′ E. 300.00 feet; thence W. 36°55′ E. 345.00 feet; thence N. 72° 40′ E. 500.00 feet; thence S. 86°25′ E. 305.00 feet; thence N. 64°00′ E. 150.00 feet; thence N. 48°35′ E. 260.00 feet; thence N. 64°45′ E. 110.00 feet; thence N. 81°10′ E. 115.00 feet; thence S. 85°00′ E. 70.00 feet; thence S. 49°30′ E. 355.00 feet; thence S. 23°35′ E. 90.00 feet; thence S. 40°15′ E. 125.00 feet, more or l thence Easterly 655 more or less, thence North 30 rod nce West 116 feet, e North 30 rods, thence Westerly feet, mo or less, e South 30 rods; thence West to the st bank of the Bear r, thence Southerly and Southwesterly ng the We t Bank of Bear River to the West line of the East lf of said Section 15, e Southerly along said West line 17 0 feet, mo e or less, e Easterly 1075.00 feet, more or le to the tru point of nning, being land acquired by Deed d June 30 1981 and ded July 2, 1981 in Book 287, Pages 9 to 944 in the records he County Recorder of said County.

SUBPARAGRAPH TEN

Coal Mining Property

The mining property of the Company, inc g the bu ings, coal mining m nery and equipment, generators, sub on and o er equipment, an lands of the Company upon which th ne are situated, and all other erty of the Company, real, personal o ixed, forming a part thereof or pertaining thereto, excluding, however coal or other fuel in, on or und he surface of said lands or stored on lands, commencing and contin g from and after the moment said co her fuel is severed from said ds and becomes consumable in the op on of any properties of the Co ny or others, together with all of the C pany's licenses, rights of way, p nits, privileges, consents and rights or relating to the maintena 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:

.....

.....

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MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
AS CORPORATE TRUSTEE

By .....
Vice President

Attest:

.....
Assistant Secretary

..... (S.)
Authorized Trustee

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

.....

.....

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.:

On this 27th day of July, 1982, before me, MARY S. HARRIS, a Notary Public in and for the State of Utah, County of Salt Lake, personally appeared ~~VERL R. TOMLINSON~~ ROBERT GORDON, 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 ~~VERL R. TOMLINSON~~ ROBERT GORDON resides in Salt Lake 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 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

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

On this 2nd day of August, 1982, before me, LISA C. GILLICK, a Notary Public in and for the State of New York, County of New York, personally appeared P. J. CROOKS and J. M. GAUDIOSO, 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 Vice President 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 P. J. CROOKS resides at Lambertville, New Jersey 08530 and the said J. M. GAUDIOSO resides at Copiague, N.Y. 11726, that they are a Vice President 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 the Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and 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.

LISA C. GILLICK
Notary Public, State of New York
Qualified in Richmond County
Certificate Filed in New York County
No. 31-4740211
Commission Expires March 30, 1983

[redacted]

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

On this 2nd day of August, 1982, before me, ELISA C. GILLICK, 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.

Elisa C. Gillick

ELISA C. GILLICK
Notary Public, State of New York
Qualified in Richmond County
Certificate filed in New York County
No. 43 4740211
Commission Expires March 30, 1983

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DEED OF TRUST AND SECURITY AGREEMENT

192157

STATE OF Wyoming

COUNTY OF Sublette

RECORDED August 30 1982 8:00 A.M
IN BOOK 38 Misc PAGE 348
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy Marlene McClure

KNOW ALL MEN BY THESE PRESENTS THAT:

GENERAL HYDROCARBONS, INC., a Nevada corporation (the "Company") having its principal office at 200 Transwestern II Building, Billings, Montana 59107-1515, for and in consideration of the indebtedness hereinafter described, by these presents does hereby GRANT, BARGAIN, SELL, MORTGAGE, PLEDGE, ASSIGN, TRANSFER, SET OVER and CONVEY IN TRUST unto MICHAEL R. McCLURG (the "Trustee"), having an office at 983 Old Eagle School Road, Suite 603, Wayne, Pennsylvania 19087, and its successors in trust forever, for the use and benefit of EAGLEWOOD FINANCE COMPANY, a Pennsylvania limited partnership (the "Holder), having its principal office c/o Michael R. McClurg, 983 Old Eagle School Road, Suite 603, Wayne, Pennsylvania 19087, all of the estate, right, title and interest of the Company (the "Joint Venture Interest") in, to and under a certain "Energetics-General Hydrocarbons Capital Joint Venture Agreement", dated July 1, 1981, as amended (the "Joint Venture Agreement"), between the Company and Energetics, Inc., a Colorado corporation ("Energetics"), pursuant to which the joint venture known as the "Energetics-General Hydrocarbons Capital Joint Venture" has been formed, including without limitation all of the joint venture interest of the Company in such Joint Venture as a joint venturer under the Joint Venture Agreement; and

The Company, for and in consideration of the same indebtedness and of the sum of $10.00 in hand paid to it, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby GRANT, BARGAIN, SELL, MORTGAGE, PLEDGE, ASSIGN, TRANSFER, SET OVER and CONVEY IN TRUST unto the Trustee and its successors in trust forever, for the same use and benefit, all of the estate, right, title and interest of the Company in, to and under all and singular the lands, leasehold estates, royalties, interests and other properties described in Exhibit A attached hereto and made a part hereof (the "Mortgaged Premises"; the Mortgaged Premises and the Joint Venture Interest granted above being hereinafter sometimes referred to collectively as the "Collateral");

TO HAVE AND TO HOLD the Collateral, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in anywise belonging, unto the said Trustee and its successors and assigns forever, IN TRUST, NEVERTHELESS, and the Company hereby covenants and represents that it is the lawful owner and holder of the Joint Venture Interest and the Mortgaged Premises, and has good right and authority to pledge and convey the same and each and every part and parcel thereof.

INDEBTEDNESS SECURED:

THIS CONVEYANCE is in trust to secure the payment in full, promptly when due, of the principal of and interest on each of the Notes in $2,500,000 original aggregate principal amount from time to time outstanding under a certain Loan Agreement, dated as of March 1, 1982 (the "Loan Agreement"), between the Company and the Holder, and the performance of all of the other obligations of the Company hereunder and all of the obligations of the Company under the Loan Agreement. By this reference the Loan Agreement is hereby incorporated herein and made a part hereof for all purposes to the same extent and with the same effect as though it were fully set forth herein and made a part hereof. In the event of any conflict between this Deed of Trust and Security Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern. Any default by the Company under the Loan Agreement shall constitute an event of default hereunder. This conveyance is further in trust to secure the payment of all other existing or future indebtedness of whatsoever nature of the Company to the Holder and all other related obligations of the Company. As hereinafter used in this instrument, the term "Indebtedness" shall mean and include all of the aforesaid indebtedness and obligations of the Company which are or are intended to be secured by this Deed of Trust and Security Agreement.

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AND the Holder agrees that the Company shall be entitled to the release from the lien of this Deed of Trust and Security Agreement, at any time and from time to time, of one or more portions of the Mortgaged Premises, provided and upon the express conditions that on each occasion (i) the Company shall request such release in a writing signed by the Company and specifically identifying the portion of the Mortgaged Premises with respect to which the release is requested; (ii) such written request is accompanied by a payment in cash, to be applied to the repayment of the Indebtedness (such application to be made as among the various items of Indebtedness in such order and manner as the Holder may elect in its sole discretion), in an amount not less than the then current fair market value of the property proposed to be released, as determined by the Holder in its reasonable judgment; (iii) the elimination of the property proposed to be released from the lien of this Deed of Trust and Security Agreement will not, in the reasonable judgment of the Holder, materially diminish the fair market value or marketability of the remainder of the Mortgaged Premises and such remainder shall be reasonably compact and continguous; and (iv) the cost of the preparation and recording of the required instruments of release shall be paid for by the Company.

COVENANTS OF COMPANY:

For the purpose of better securing the payment of the Indebtedness, promptly when due, the Company covenants and agrees as follows:

(1) To pay and discharge on a timely basis all of its obligations under the Joint Venture Agreement or with respect to the Joint Venture.

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

(3) That no right or remedy in favor of the Holder 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, remedies and securities which the Holder may now or hereafter have securing the Indebtedness.

(4) Not to assert, and the Company hereby waives, all rights of marshalling of assets in the event of the foreclosure of the lien hereby created.

(5) To pay all taxes and assessments of every kind and character charged, levied or assessed against the Mortgaged Premises or any part or parcel thereof, before any such taxes or assessments shall become deliquent.

(6) To preserve the Collateral in good condition and in full force and effect.

DEFAULT AND FORECLOSURE:

Should the Company make prompt payment of the Indebtedness, as the same becomes due and payable, and strictly comply with all the covenants and requirements contained herein and in the Loan Agreement provided and not be in default under any other Indebtedness to the Holder, then the conveyance hereby of the Joint Venture Interest and the Mortgaged Premises shall become of no further force and effect, and the lien hereof shall be released at the cost and expense of the Company, but should the Company default in the punctual payment of the Indebtedness secured hereby, or any part thereof, principal or interest and the same become due (whether by acceleration or otherwise), or should the Company in any respect fail to keep and perform any of the covenants herein or in the Loan Agreement provided to be kept and performed by the Company, or should the Company otherwise be in default hereunder or under the Loan Agreement, then, and in any such case, the whole amount of the Indebtedness remaining shall, at the option of the Holder, immediately mature and become payable, and the Holder may avail itself of any and all legal and equitable remedies available to it for the enforcement of this Deed of Trust and Security

Agreement, and it shall thereupon, or at any time thereafter, the same or any part thereof remaining unpaid, be the duty of the Trustee herein, on the request of the Holder (which request is hereby presumed) to enforce this trust, as to the properties and interests covered hereby, and after giving notice to the Company, and after advertising the time, place and terms of the sale of all of the Collateral, or any part thereof (the privilege of selling in whole or in part being hereby granted), for the time and in the manner, if any, required by the laws of the state wherein the Collateral is located, to sell the same in accordance with such laws, at public auction, at the door of the courthouse of the county in which the Mortgaged Premises are situated, to the highest bidder for cash, selling all property advertised for sale as an entirety or in parcels, as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty binding the Company herein, and its successors and assigns.

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

The Holder shall have equal rights to become the purchaser at any sale made hereunder.

The Trustee shall pay, distribute and apply the proceeds of any such sale as follows: First, in payment of all expenses of advertising, sale and conveyance; Second, payment to the Holder of the principal of and interest accrued on advances made for the account of the Company pursuant to the terms hereof or the terms of any other instruments securing the Notes described above and covering Collateral or any part thereof, application to be made to interest and then principal; Third, in payment of the principal and interest due and unpaid on the Notes hereinabove described and in payment of any other Indebtedness secured hereby, application to be made by the Trustee in such manner as the Holder may elect and specify; Fourth, pay the balance, if any, of the proceeds of any such sale over to the Company, and its successors and assigns; and said sale shall forever bar against the Company and its successors and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser will be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed.

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

ADDITIONAL RIGHTS AND REMEDIES OF THE HOLDER:

If the Company shall fail to comply with the covenants set forth in this Deed of Trust, Security Agreement or the Loan Agreement then the Holder may, but shall not be obligated to, perform the same for the account and at the expense of the Company, and any and all expenses incurred and paid in so doing shall be payable by the Company to the Holder, with interest at the fluctuating rate per annum which at all times shall be 3% in excess of the "Prime Rate" of First Bank (N.A.) - Billings of Billings, Montana, such fluctuating rate to change as and when such Prime Rate shall change, or, if less, the highest rate permitted by law from the date when the same were so incurred or paid, and the amount thereof shall be payable on demand and shall be secured by and under this Deed of Trust and Security Agreement, and the amount and nature of expense and time when paid shall be held fully established by the affidavit of the Holder, or by the affidavit of any Trustee acting hereunder; provided, however, that the exercise of the right of advancement shall in nowise be considered or constituted a waiver of the right of the Holder to declare the Indebtedness secured by this Deed of Trust and Security

Agreement to be at once due and payable. As used herein, the term "Prime Rate" shall mean the rate of interest publicly announced by said First Bank (N.A.) - Billings from time to time as its "Prime Rate" of Interest.

No remedy herein conferred upon or reserved to the Trustee or the Holder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

MISCELLANEOUS PROVISIONS:

If, while this Deed of Trust and Security Agreement is in effect, the title of the Company to the Collateral or any part thereof, or the priority of the lien of this Deed of Trust and Security Agreement, is questioned or attached, directly or indirectly, by suit or other judicial proceedings, or in any other manner, or if a controversy of any nature arises relative to such title or the priority of such lien, or if after this Deed of Trust and Security Agreement is released any person shall make a claim or demand against the Holder on account of any action or omission or alleged action or omission of the Holder hereunder, then the Company agrees to protect and save harmless the Holder from any and all costs, losses, damages, claims and demands, and the Holder is hereby authorized and instructed, at the cost and expense of the Company, to take such steps as in the Holder's judgment may be necessary or proper to defend against any such claim, demand, controversy, suit or attack, including the employment of counsel, the prosecution and defense of litigation and the compromise or discharge of such claims or controversies; and the expenses incurred in such proceedings, including all sums paid in compromise or discharge of such charges and claims, or attorneys' fees, court costs and all other expenses of every kind and nature while this Deed of Trust and Security Agreement remains in effect, shall become an additional part of the Indebtedness secured hereby, bearing the maximum allowable rate of interest (or, if less, the aforesaid fluctuating rate of interest), shall be payable on demand, and shall be secured by the lien of this Deed of Trust and Security Agreement (the same not having been previously released) upon the Collateral; and whether before or after this Deed of Trust and Security Agreement is released, the Company agrees to pay to the Holder on demand all such sums and expenses paid and suffered by the Holder and that the same shall be secured by subrogation to all the rights, liens, equities, superior titles 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 the Holder under this paragraph may be availed of by the Holder and be exercised at any time, regardless of whether the Indebtedness be then due or not; and it is distinctly understood that the release of this Deed of Trust and Security Agreement shall not relieve the Company of its liability to save the Holder harmless from any damage suffered by the Holder on account of any claim or demand made against it before or after release of this Deed of Trust and Security Agreement.

The Company shall deliver to the Holder at any time on the Holder's request all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys, maps, logs, geologic and geographic reports, evaluations and similar documents and other papers relating to the Mortgaged Premises, and in the case of the foreclosure hereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining an assignment of the Mortgaged Premises by reason of such foreclosure.

For the purpose of the provisions hereof calling for the exercise of discretion, the term "Holder" herein used shall include any lawful owner, holder or pledgee for the time being of a majority in aggregate principal amount of the Notes then outstanding, and the Indebtedness evidenced thereby may be assigned in whole or in part by the Holder at any time and from time to time.

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

This Deed of Trust is intended to constitute a security agreement for purposes of the Uniform Commercial Code as in effect in any applicable jurisdiction and is intended to create a security interest in any and all of the Collateral which is of a kind of character subject to the Uniform Commercial

Code, and without limiting any other provision herein contained, upon any default in the payment of any of the Indebtedness or in the performance of any obligation of the Company hereunder, the Trustee shall have and may exercise from time to time for the benefit of the Holder all of the rights and remedies of a secured creditor under the Uniform Commercial Code.

This instrument is executed this 19th day of July, 1982, and shall be deemed, and may be enforced from time to time as, a Deed of Trust.

GENERAL HYDROCARBONS, INC.

CORPORATE SEAL

ATTEST:

Assistant Secretary

By _____
John J. Tonnsen, Vice President

(SEAL)

STATE OF Montana)
) ss.
COUNTY OF Yellowstone)

BEFORE ME, personally appeared John J. Tonnsen and Robin R. Lovell to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President-Exploration and Assistant Secretary of the above-named GENERAL HYDROCARBONS, INC., a corporation, and severally acknowledged to and before me that they executed such instrument as such Vice President-Exploration and Assistant Secretary respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 19th day of July, 1982.

My Commission Expires

Notary Public

EXHIBIT A

Attached to and made a part of the Deed of Trust and Security Agreement dated June 6, 1981, by and between GENERAL HYDROCARBONS, INC., and EAGLEWOOD FINANCE COMPANY.

Lessor: United State of America
#
Lessee: Valeria M. Mohr
#
Lease Date: June 6, 1981 (Effictive date July 1, 1981)
#
Lease Number: W-72837
#
Recorded: Book _____ Page _____ County _____ State _____
#
Description:

Township 28 North, Range 110 West, 6th P.M.

Section 5: Lots 1,2,3,4, S½
Section 6: Lot 4, S½SE¼
Section 7: E½
Section 8: All
Containing 1559.79 acres, more or less,
situated in Sublette County, Wyoming.

Rlsd. Bk 88 pg. 264 1-6-03

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 10-17-79)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by SUSAN ROY WARREN, a single woman,

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*
8/30/82	35,000.00	13.5%	8/30/2015

(If the interest rate is less than _____% for farm ownership or operating loans 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 if 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 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 note, to secure prompt payment of the note and any renewals or extensions thereof and any agreements contained therein, including any provision for the payment of an insurance charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement 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 secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and warrant 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, Wyo., 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 recorded 3/28/78 in Book 3 of Miscellaneous, page [illegible], office of the County Clerk.

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IN BOOK 38 Page 354
FEES $0 Deed Tax
SUBLETTE COUNTY CLERK
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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

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

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

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall 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 satisfactions, 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 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 of its rights under this instrument. Any and all this can be done without affecting the lien or the priority of this instrument for the Borrower's or any other party's liability to the payment of the note or debt secured by this instrument to the Government says otherwise in writing. However, any forbearance by the Government--whether or not 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 purchase 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 any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any of the parties named as Borrower die or be declared incompetent or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice to the Government hereby waived insofar as permitted by law, may: (a) declare the entire amount unpaid on the note and any indebtedness to the Government hereby 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 further 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 hereby and (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 or its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting amount on any debts of Borrower owing or insured by the Government, in the order prescribed above.

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

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

(21) [redacted] ument shall be subject to the present r[redacted] f the Farmers Home Administration, [redacted] ture regulations not inconsistent with the express provisions hereof.

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

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

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

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

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 30th day of August, 19 82

Susan Roy Warren
Susan Roy Warren

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by SUSAN ROY WARREN

_____, _____,

_____, this 30th day of

August, 19 82.

Witness my hand and official seal.

Donna E Sievers
Notary Public

Donna E. Sievers
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Apr. 22, 1986

(SEAL)

My commission expires: 4/22/86

358

Released Book 15, Page 616.

MORTGAGE

THIS MORTGAGE, made as of the 24th day of Aug, 1982, from WILLIAM L. HJORTH and EDNA W. HJORTH, husband and wife, of P.O. Box 260, Wilson, Wyoming 83014, hereinafter referred to as the "Mortgagor", to BARBARA SMITH BREWER, a single woman, of Star Route Box 3655, Jackson, Wyoming 83001, hereinafter referred to as the "Mortgagee".

The Mortgagor, for and in consideration of the sum of Sixty-Eight Thousand One Hundred and No/100 Dollars ($68,100.00) lawful money of the United States, to secure the indebtedness hereinafter referred to, does hereby grant, bargain, mortgage, sell and convey to the Mortgagee forever, the following described real property situated in Sublette County, Wyoming:

The SE of Section 24, T33N, R10[illegible] 6th PM, consisting of 160 acres more or less,

Including and together with all singular the tenements, hereditments, appurtenances and improvements thereon or thereunto belonging, any rights to minerals thereunder, but subject taxes, assessments, restrictions, covenants, conditions, rights-of-way easements and other similar encumbrances of sight or record as of the date hereof, and subject to the First Mortgage referred to below.

TO HAVE AND TO HOLD such property forever (any of such property which is subject to the lien of this mortgage from time to time is referred to as the "property"), the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This mortgage is subject to the first mortgage in the outstanding principal amount of $25,510.32 recorded with the Clerk of Sublette County, Wyoming in Book [illegible] of Mortgages, page 99 (together with the note or notes it secures, the "First Mortgage").

The Mortgagor covenants and warrants that at the signing and delivery of this mortgage, the Mortgagor is lawfully seized in fee simple of the property and has good and lawful right to mortgage, sell and convey such property; that the Mortgagor warrants and will defend the title to such property against all lawful claims and demands; and that the property is free from all encumbrances not permitted hereunder.

This Mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Sixty-Eight Thousand, One Hundred and No/100 Dollars ($68,100.00) together with interest thereon and any applicable late charges according to the provisions of certain promissory note or notes, dated as of the date hereof and the ultimate maturity date of which is Aug 24, 1997, executed and delivered by the Mortgagor to the Mortgagee, and all extensions and renewals thereof and all other amounts due hereunder, then this mortgage and such note or notes shall cease and be null and void. The Mortgagor hereby covenants to pay all such amounts.

1. The Mortgagor further covenants and agrees as follows:

192187

RECORDED August 31 1982 2:00 PM
BOOK 30 Misc PAGE 352
Mary Ann Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted]

a. The lien of this mortgage 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.

b. The Mortgagor shall pay or cause to be paid all taxes and assessments (including without limitation any homeowner assessments) levied or assessed against the property, and shall comply with all recordation and other laws affecting the security of this Mortgage, at the expense of the Mortgagor. The Mortgagor further agrees (i) to maintain all buildings and other structures on the property in substantially their present condition or better, reasonable wear from the elements excepted and reserving the right to replace buildings and structures with property of at least equal value or utility and (ii) to maintain fire and extended coverage insurance covering the insurable buildings and structures on the property, written by sound and reputable insurance companies in the full insurable value of such property subject to reasonable deductibles, covering the parties as their interest may appear (provided that the Mortgagor may use the proceeds to reconstruct buildings, fixtures and improvements on the property), and the Mortgagor shall furnish a copy thereof to the Mortgagee promptly after the execution hereof.

c. The Mortgagor shall not permit the interest of the Mortgagor in the property or any part thereof to be levied upon or attached in any legal or equitable proceeding, except to the extent such proceeding is being contested in good faith by appropriate proceedings.

2. If the Mortgagor defaults in the payment of such taxes, assessments or other lawful charges, the Mortgagee may, without notice or demand, pay the same. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and reasonable attorneys fees, 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 interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien on the property and be secured by this mortgage.

3. If the Mortgagor defaults in the payment of any principal or interest on the indebtedness secured hereby or under the First Mortgage after the same shall become due and payable, or in case of breach of any covenant or agreement herein or therein contained, in each case for a period of thirty (30) days after notice of such default is delivered or mailed by or on behalf of the Mortgagee, the whole of the then outstanding 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 or notes 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 or by advertisement and sale as provided by Wyoming statutes. At any foreclosure sale, the Mortgagee may cause to be executed and delivered to the purchaser or purchasers a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorney fees. The failure of the Mortgagee to promptly foreclose following a default shall not prejudice any right of the Mortgagee to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default

or defaults. The proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including reasonable attorneys fees, and all money expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property, which are superior to the lien hereof; (3rd) the balance due to the Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagor (subject to the rights of any junior lienholders).

4. If the right of foreclosure accrues as a result of any default hereunder and insofar as it is consistent with any senior lien on the property, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of the property and to all rents, income and profits therefrom, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, income and profits shall be delivered immediately to the Mortgagee on request, to the extent permitted under the First Mortgage. On refusal, the delivery of such possession, rents, income and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. The Mortgagee shall be entitled to a receiver for the property and all rents, income 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 the property and without regard to the value of the property, or the sufficiency thereof to discharge the indebtedness secured hereby and foreclosure costs, fees and expenses. Such receiver may be appointed by any court of competent jurisdiction upon application, and the appointment of any such receiver on any such application is hereby consented to by Mortgagor. All rents, income and profits of the property shall be applied by such receiver according to law and the orders and directions of the court.

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 any advertisement and sale of the property or in any other manner now or hereafter provided by Wyoming law, including the power to sell.

5. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagor shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and the Mortgagee shall be entitled to a deficiency judgment.

6. 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 herein.

7. The covenants and agreements herein contained shall bind, and inure to the benefit of, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. The Mortgagor shall not create, incur or suffer to exist any other mortgage or lien on the property, other than any First Mortgage, which is not junior to the lien of this mortgage.

9. The Mortgagor will not enter into or consent to any extension, renewal, replacement, increase in balance, amendment or modification of the First Mortgage or the indebtedness secured thereby without the prior written consent of the Mortgagee, except for any modification which in no way adversely affects or might adversely affect the rights and interests of the Mortgagee hereunder.

10. The Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will not permit any default to occur or remain in effect under any First Mortgage or the indebtedness secured thereby. The Mortgagee shall be deemed to be a third-party beneficiary of the rights of the Mortgagee under the First Mortgage and may take action to enforce the obligations of the Mortgagor thereunder, and the Mortgagee is hereby granted full power and authority to cure any default of the Mortgagor under the First Mortgage and the indebtedness secured thereby and may take any related action deemed by the Mortgagee to be necessary or desirable in obtaining a full or partial release of the property secured hereby from the lien of the First Mortgage, in each case with full rights of subrogation under the First Mortgage, and provided in each case that the Mortgagee shall be under no obligation to do the same. Any sums advanced by the Mortgagee with respect to the First Mortgage shall be secured by such subrogation rights and, to the extent not so secured, shall be deemed to be advanced pursuant to paragraph 2 hereof.

The Mortgagor shall promptly notify the Mortgagee of any default or alleged default under the First Mortgage.

11. The Mortgagor shall not be entitled to set-off or any similar rights against any amounts owed hereunder or under the note or notes secured hereby.

12. If all or any part of the real property or any interest therein (including any partnership interest) is sold, conveyed, encumbered or otherwise transferred voluntarily or involuntarily, the transferring Mortgagor shall remain fully liable hereby, and the Mortgagee may also insist upon the following as a condition to such transfer: approval of the form of the assignment instrument, and all other instruments executed pursuant thereto, which approval will be granted in a reasonable and timely manner. Approval will be granted or withheld within a period of 15 days, or deemed to be given.

The Mortgagor shall give prior written notice to the Mortgagee of any such sale, conveyance, encumbrance or other transfer.

13. This mortgage is executed by the spouse of each Mortgagor, if any.

14. If there is more than one holder of the note or notes secured hereby at any time, any action with respect to this mortgage by the holder or holders of 51% or more in unpaid principal amount thereof shall be binding upon all other holders.

15. Each individual executing this mortgage, as a partner or otherwise, and the related note or notes shall be personally bound, jointly and severally, to perform and observe all

covenants and agreements of the Mortgagor contained herein and therein.

16. Any notice required to be given to any person hereunder or under the note or notes secured hereby shall be given by delivery or by mailing the same by certified mail to such person at the address noted above (or to such other address as shall have been specified in writing), and notice so mailed shall for all purposes hereof be as effectual as though served upon such party in person at the time of depositing such notice in the mail.

IN WITNESS WHEREOF, this mortgage has been executed by the Mortgagor as of the date first above written

WILLIAM L. HJORTH

EDNA W. HJORTH, by
William L. Hjorth, attorney-in-fact

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

On this 27 day of August, 198 before me personally appeared William L. Hjorth, to me known to be the person described in and who executed the foregoing mortgage on his own behalf and as attorney-in-fact for Edna W. Hjorth, and acknowledged that he executed the same as his free act and deed, including the release and waiver of homestead on his own behalf and as attorney-in-fact for Edna W. Hjorth.

Given under hand and seal the date first above written.

Barbara Routh
Notary Public

(seal)
My commission expires:

BARBARA ROUTH — NOTARY PUBLIC
County of Teton
State of Wyoming
MY COMMISSION EXPIRES: 23, 1984

MORTGAGE [redacted] FORM NO. 4½ [redacted] THE MILLER [redacted] 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

William J. Schell and Sharon J. Schell, husband & wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Sixteen thousand three hundred thirteen and 09/100 Dollars, due 10 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,

120 monthly payments at $283.52

do hereby mortgage to

State Bank of Big Piney

mortgagee, whose address is Box 428
Big Piney, Wyoming 83113

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

Lot No. 3 of the Wild Horse Ranch Subdivision as said subdivision appears on the plat and map thereof approved by the Board of County Commissioners of Sublette County, Wyoming on the 6th day of August 1980, and on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming;

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

BUT SUBJECT, NEVERTHELESS, to the provisions of United States patents AND SUBJECT FURTHER TO easements and rights of way of record or in actual for telephone lines, electric transmission lines, and irrigation ditches and canals, AND SUBJECT FURTHER TO all restrictions appearing on the aforesaid plat and map of said subdivision, BUT OTHERWISE FREE AND CLEAR of all exceptions, reservations, defects and encumbrances. AND SUBJECT FURTHER TO all outstanding mineral interests.

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 Seventeen 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 27th day of August A. D. 19 82.

In the presence of

192491

/s/ William J. Schell
/s/ Sharon J. Schell

RECORDED August 31 19 82 8:00 AM
IN BOOK 38 Misc PAGE 363
FEES $6.00 Land Xfer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy Hitchcock

363 Released of record 19 Feb 19 20

364

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William J Schell and Sharon J. Schell, this 27th day of August, 19 82.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: March 17, 1986

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE DEED FORM NO. 4½

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 Ten thousand six hundred fifty five & 18/100---- Dollars, due 36 months with interest from date at the rate of 17 per cent per annum, payable annually evidenced by One promissory note, of even date herewith, 36 monthly installments at $379.88

do hereby mortgage to

State Bank of Big Piney

mortgagee, whose address is Box 428

Big Piney, Wyoming 83113

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

Lot One (1) Block Four (4) Ball 1st Addition the the Town of Marbleton as the same appears of record on the official plat thereof filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
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.

192192

RECORDED August 31 1982 2:42 M
IN BOOK 38 Misc PAGE 365
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
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 ---------- 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 August A. D. 19 82

In the presence of

Terry D. Rekdal

Jean M. Rekdal

365

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Terry D. Rekdal, Jean M. Rekdal, this 26th day of August, 1982.

Witness my hand and official seal.

Terry D. Rekdal
Signature
Joint Owner
Title of Officer

My Commission Expires: March 17, 1986

TERRY K. T... NOTARY PUBLIC ... COUNTY, ...

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

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

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

By ... Deputy Clerk

No. ... Fees, $ ...

MORTGA[redacted]D---FORM NO. 4 A [redacted] THE MILLS COMPA[redacted]54129

MORTGAGE

THIS MORTGAGE, made this 31st day of August, 19 82, between Bruce Karl Kerback and Patricia Maria Kerback, 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, Rock Springs,

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

The Mortgagor, for and in consideration of the sum of Thirty-five Thousand and No/100 - - -

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

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

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

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

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

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 *31st* day of *August*, 19*82*, 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:

370 Released Bk. 15 Lel. & Pg. 268

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM J. SCHELL and SHARON J. SCHELL, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of ELEVEN THOUSAND THREE HUNDRED TWENTY-SEVEN AND 98/100 DOLLARS ($11,327.98), with interest from August 1, 1982, at the rate of TEN PERCENT (10%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in 109 equal monthly installments of $158.50 each, beginning on the 1st day of September, 1982, and continuing thereafter on the 1st day of each and every month until said principal sum and interest have been fully paid, DO HEREBY MORTGAGE to V. L. LOONEY and PATRICIA L. LOONEY, husband and wife, and the survivor thereof, mortgagees, whose address is Pinedale, Wyoming 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming to-wit:

Lot No. 3 of the Wild Horse Ranch Subdivision as said subdivision appears on the plat and map thereof approved by the Board of County Commissioners of Sublette County, Wyoming, on the 6th day of August, 1981, and on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto AND TOGETHER WITH all water and water rights, ditches 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, and irrigation ditches and canals AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO all restrictions appearing on the aforesaid plat and map of said subdivision, AND SUBJECT FURTHER TO that certain real estate mortgage of record in the office of the County Clerk of Sublette County, Wyoming, in Book 38 of Real Estate Mortgages, page 863, in favor of Pinedale State Bank of Big Piney as mortgagee and securing payment of $ 16,313.09 ;

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings insured in a sum NOT LESS THAN

19Sept13

RECORDED
IN BOOK
IN ESC

Sept 19 82 3:47 PM
PAGE 370
COUNTY CLERK

DOLLARS ($_____) during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

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

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

DATED this 26th day of August, 1982.

William J. Schell
WILLIAM J. SCHELL

Sharon J. Schell
SHARON J. SCHELL

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by WILLIAM J. SCHELL and SHARON J. SCHELL, husband and wife, this 26th day of August, 1982.

Witness my hand and official seal.

Notary Public

My commission expires: 11-4-1986

372 Rlsd Bk 73 pg 430

MORTGAGE

THIS MORTGAGE is made this ..... 30th ..... day of ..... August ....., 19 82., between the Mortgagor, Bryan A. and Bonnie David, 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 Three Thousand Six Hundred and no/100---------- ----------Dollars, which indebtedness is evidenced by Borrower's note dated ... August 30, 1982 ... (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, 2002 ..... ;

TO SECURE to Lender (a) the payment of the indebtedness evidenced by 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 7 of the Guinn Third Addition to the Town of Big Piney, Sublette County, Wyoming.

192555

ORDERED ... Apr 3 19
BOOK 2 5 Misc ... PAGE 372
BY ... Deputy
SUBLETTE COUNTY, PINEDALE, WYO.
COUNTY CLERK
RECORDING FEE

which has the address ..... [Street] ..... Big Piney ..... [City]
..... Wyoming 83113 ..... (herein "Property Address");
[State and Zip]

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 hereinafter referred to as the "Property".

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

WYOMING-Single Family-5/77-FNMA/FHLMC UNIFORM INSTRUMENT

[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 or 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 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 this 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 Beneficial Interest in Borrower; Assumption. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable. Lender and the person to whom the Property is to be sold or transferred reach agreement 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 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 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 the sums secured by this Mortgage, Lender prior to acceleration shall give 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]

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.

Bryan A. David ..... —Borrower

Bonnie David ..... —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this August 30, 1982 (date) by

Bryan A. and Bonnie David, husband and wife (person acknowledging)

My Commission expires:

Mae Jean Julian — County of Lincoln — Notary Public — State of Wyoming — My Commission Expires Oct. 1, 1984

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Mae Jean Julian
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

Book 130 of P

376

MORTGAGE

THIS MORTGAGE is made this 3rd day of September, 19 82 between the Mortgagor, Philip Eugene Goggin and Valeria Marie Goggin, Husband and Wife (herein "Borrower"), and the Mortgagee, Rocky Mountain Federal Savings & Loan Association, a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, whose address is 2020 Carey Avenue, Cheyenne, Wyoming 82001 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Eight Thousand, Eight Hundred and no/100 ********** Dollars, which indebtedness is evidenced by Borrower's note dated September 3, 1982 (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, 1997;

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

Lot 3, Block 4, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

10651.3

RECORDED Sept 3 1982 2:02 PM
IN BOOK 130 PAGE 376
FEE $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, WYOMING

which has the address of 1 E. 4th. Street (Street) Marbleton (City)
Wyoming 83113 (State and Zip Code) (herein "Property Address");

TOGETHER with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, 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 hereinafter referred to as the "Property".

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

W [redacted] to Family [illegible] FNMA/FHLMC UNIFORM IN[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 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; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

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 this 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 Beneficial Interest in Borrower; Assumption. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable, if prior to the sale or transfer Lender and the person to whom the Property is 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 exercised 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 attorneys' fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property at the time, 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.

/s/ Philip Eugene Goggin
Philip Eugene Goggin -Borrower

/s/ Valeria Marie Goggin
Valeria Marie Goggin -Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this 3rd of September, 1982 by
(date)

Philip Eugene Goggin and Valeria Marie Goggin, Husband and Wife
(person acknowledging)

My Commission expires: 7-28-84

/s/ 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)

DYNAMATIC®

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ASSUMPTION AGREEMENT

This Assumption Agreement is entered into as of Aug 24th 1982 by and between BARBARA SMITH BREWER, a single woman, of Star Route Box 3655, Jackson, Wyoming 83001 ("Seller") and WILLIAM L. HJORTH and EDNA W. HJORTH, husband and wife, of P.O. Box 260, Wilson, Wyoming 83014 ("Buyer").

WHEREAS, Seller is conveying to Buyer certain real property located in Sublette County, Wyoming on the condition, among others, that Buyer assume all obligations of the mortgagor under the first mortgage on such property, recorded with the Clerk of Sublette County, Wyoming in Book 23 of Mortgages, page 99, and the related escrow agreement and note in an outstanding principal amount of $25,512 (collectively, the "First Mortgage"), copies of which are attached hereto; and

WHEREAS, the real property subject to the First Mortgage is described as follows:

The NE¼ of Section 24, T33N, R109W, 6th P.M., Sublette County, Wyoming consisting of 160 acres more or less, and

WHEREAS, Buyer has agreed to assume such obligations on the terms set forth herein;

NOW THEREFORE, In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assumption. Buyer hereby assumes all obligations of Seller under the First Mortgage, including the payment of principal and interest and other amounts when due at the times and in the manner provided therein, whether as regular payments, at maturity, by acceleration or otherwise, and agrees to perform all other obligations thereunder. This mortgage assumption by Buyer is absolute, unconditional and irrevocable and is not subject to setoff, counterclaim or any other defenses. Buyer agrees to indemnify and hold harmless Seller and Selling Agent from and against all damages, claims, costs and expenses (including legal fees and expenses) relating to the First Mortgage.

2. Amendments. Neither Buyer nor Seller will consent to any amendment or modification of the First Mortgage without the consent of the other party, which consent will not be unreasonably withheld. Buyer may not extend the maturity or increase the principal amount or interest rate of the First Mortgage without the consent of Seller, which consent may be withheld in the discretion of Seller.

3. Miscellaneous.

a. This Agreement shall be binding upon and inure to the benefit of each party hereto and their successors assigns and personal representatives.

b. All notices hereunder shall be in writing, mailed by certified mail postage prepaid (effective when mailed), or delivered to the mailable address set forth in the first paragraph of this Agreement, or at such other address as a party shall have designated in writing to the other party.

c. Any term or provision hereof may be amended or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively) by written instrument signed by the applicable party.

If any provision of this Agreement shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be impaired thereby.

e. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

f. This Agreement may be executed in one or more counterparts, which shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SELLER:

Barbara Smith Brewer
BARBARA SMITH BREWER

BUYER:

William L. Hjorth
WILLIAM L. HJORTH

Edna W. Hjorth by William L. Hjorth as attorney-in-fact
EDNA W. HJORTH, by William L. Hjorth, as attorney-in-fact

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

The foregoing Agreement was acknowledged before me by Barbara Smith Brewer this 24th day of August, 1982.

WITNESS my hand and official seal.

JANICE M. BROWN NOTARY PUBLIC Teton County, Wyoming My Commission Expires Jan. 29, 1983

(seal)
My commission expires: January 29, 1983

Notary Public

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

The foregoing Agreement was acknowledged before me by William L. Hjorth, acting on his own behalf and as attorney-in-fact for Edna W. Hjorth, this 24th day of August, 1982.

WITNESS my hand and official seal.

BARBARA KOOTH — NOTARY PUBLIC County of Teton State of Wyoming MY COMMISSION EXPIRES DEC 29, 1984

Barbara Kooth
Notary Public

(seal)
My commission expires:

138574

RECORDED this 27 day of August A.D. 1982 at 3:20 o'clock P.M. and recorded in Book 75 of Deeds page 380 at the request of Teton County. Fee $4.00 COUNTY CLERK TETON COUNTY, JACKSON, WYOMING

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MORTGAGE DEED—FORM NO. 4-A

THE HILLS COMPANY, DENVER [illegible]—1M—4-60

MORTGAGE

THIS MORTGAGE, made the [illegible] day of [illegible], 19[illegible], between

Barbara A. Black

of Sublette County, Wyoming, hereinafter called the "Mortgagor," and

The Mountain States Mortgage Corporation, a corporation of the State of Wyoming, hereinafter called the "Mortgagee,"

WITNESSETH:

That the Mortgagor, for and in consideration of the sum of Thirty-Six Thousand and No/100 ($36,000.00) Dollars, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and assigns forever, the following described real and personal property situate in Sublette County, Wyoming, to-wit:

All of Section 24, Township 33 North, Range 119 West of the 6th Principal Meridian, Sublette County, Wyoming.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, its successors and assigns forever.

This mortgage is given to secure the payment of a promissory note of even date herewith executed by Grantor, Barbara A. Black, husband and wife, to the Mortgagee in the principal amount of $13,500.00, bearing interest at the rate of five per cent per annum, which mortgage deed and note are to be paid in full on or before October 17, 1961 and duly recorded in the office of the County Clerk of Sublette County, Wyoming, in Book 14 of Mortgages, on page 99.

L 25706

FROM

TO

THE STATE OF WYOMING

County of

Recorded

INDEXED

ABSTRACTED

RECORDED

CHECKED

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.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Thirty-eight Thousand and No/100 ($ 38,000.00) Dollars, together with interest thereon at the rate of SEVEN per cent (7 %) per annum from May 1, 1971, until paid, according to the conditions of two promissory notes, dated May 1, 1971, the ultimate maturity dates of which are set forth in that certain Deed of Trust executed and delivered by Barbara Brewer, the ultimate maturity dates of which are readily ascertainable from the terms of said promissory notes, which promissory notes were executed and delivered by Barbara Brewer

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

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

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than Thirty-eight Thousand and No/100 ($ 38,000.00) 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 above 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 Mortgagor shall at once become entitled to exclusive possession, use and enjoyment of said 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]

[redacted]

[redacted]

[redacted]

[redacted] MACKEY
[redacted] AT LAW
P.O. BOX 671
PINEDALE, WYOMING 82941

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That BOROFF LAND AND LIVESTOCK, INC., a Wyoming corporation, mortgagor, whose mailing address is Daniel, Sublette County, Wyoming 83115, to secure the payment of FOUR HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED FORTY-EIGHT DOLLARS AND SEVENTY CENTS ($436,948.70), with interest from January 1, 1983, at the rate of NINE PER CENT (9%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable $48,448.70 on January 1, 1983, and $38,850 and accrued interest on January 1, 1984, and $38,850 together with accrued interest on the 1st day of January in each year thereafter until the principal sum and all interest have been fully paid, DOES HEREBY MORTGAGE to HAROLD A. THOMPSON, mortgagee, whose mailing address is Daniel, Wyoming 83115, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Township 34 North, Range 113 West of the 6th P.M.

Section 9 - S/2 N/2, S/2
Section 10 - All of section

Township 35 North, Range 112 West of the 6th P.M.

Section 30 - Lot 1 (NW/4 NW/4), NE/4 NW/4, N/2 NE/4

Township 35 North, Range 113 West of the 6th P.M.

Section 19 - E/2 SE/4
Section 20 - SE/4 NW/4, S/2 NE/4, S/2
Section 25 - NE/4, S/2
Section 29 - N/2 NW/4
Section 30 - NE/4 NE/4

BUT EXCEPTING, NEVERTHELESS, AND RESERVING UNTO mortgagee THREE-FOURTHS (3/4) of all minerals, including oil and gas minerals, situate in or upon or underlying said real estate,

AND TOGETHER WITH all fences and improvements situate thereon of 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, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone transmission

RECORDED January 7 1982 8:00 AM
IN BOOK 77 MTG PAGE 385
FEES $ [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M Nelson

192631

Released BK 14 Rel. @ Pg. 234

lines, electric transmission lines, irrigation ditches and canals, and roads and ways;

AND SUBJECT FURTHER TO that certain real estate mortgage in favor of the Federal Land Bank of Omaha, Nebraska, mortgage dated November 30, 1964, and recorded December 9, 1964, in Book 19 of Mortgages, page 111, office of the County Clerk of Sublette County, Wyoming, securing payment of the principal sum of $35,000 and interest as provided therein, unto said mortgagee, the payment of which said mortgage has been heretofore assumed by BOROFF LAND AND LIVESTOCK, INC., mortgagor herein;

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

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of 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, 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;

IN WITNESS WHEREOF, BOROFF LAND AND LIVESTOCK, INC., a Wyoming corporation, has caused its corporate name to be hereunto subscribed by its president and its duly attested corporate seal to be hereunto affixed by its secretary this 1st day of September, 1982.

BOROFF LAND AND LIVESTOCK, INC.,
a Wyoming corporation

Attest:

By Max F. Boroff
Its president

(Seal)

By
Its Secretary

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by MAX F. BOROFF this 8th day of September, 1982.

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

RISE Mtg Book 13, Page 5

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MORTGAGE DEED—FORM NO 45

THE RISE COMPANY, DENVER 741032

10-11-85

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DALE R. SEQUERA and SUSAN J. SEQUERA, husband and wife, (SUSAN J. SEQUERA formerly known as SUSAN J. BLACK)

mortgagor S, of Pinedale, Sublette County, State of Wyoming, to secure the payment of Nineteen Thousand Six Hundred and No/100-($19,600.00) Dollars, due 9/5/92 with interest from 9/1/82 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 $355.18 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:

A parcel of land located in the NE corner of the N½NW¼ of Section 10, T. [illegible] 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; together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents; to easements and rights of way of record or in use; to any general reservations of record.

192642

RECORDED Sept 10, 1982 2:25 PM
in Book 35 Misc Rec PAGE 388
Helen Sara Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYO.
Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay 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 form 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 part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any 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 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 September A. D. 19 82

In the presence of

Dale R. Sequera

Susan J. Sequera

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Dale R. Sequeira and Susan J. Sequeira

this 6 day of September, 1982.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 1/1/84

MORTGAGE DEED

FROM

TO

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

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

County Clerk and Ex-Officio Register of Deeds.

By .....
Deputy Clerk

No. ..... Fees, $.....

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Counterpart No. 109

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-eighth Supplemental Indenture

Dated as of August 1, 1982

1926:1

RECORDED Oct 13 1982 11:00 AM
IN BOOK 38 Misc PAGE 390
FEE $ 56.25 Sharon Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

THIRTY-EIGHTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of August, 1982, 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-eighth 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-eighth 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 2, 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
		Thirty-seventh	October 15, 1981; and

WHEREAS the first through Thirty-seventh 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-eighth Supplemental Indenture is to be recorded and

WHEREAS a instrument, dated as of March 12, 195[illegible] executed by the Company appointing Wesley I. Baker as Co-Trustee successor to said Oliver R. Brooks, resigned, under the Mortgage and by Wesley I. 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-eighth 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—3⅛%	1982	12,500,000	0
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—3⅞%	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	14,900,000
11. Eleventh—4⅜%	7/1/1988	20,000,000	17,675,000
12. Twelfth—5⅛%	1990	20,000,000	14,271,000
13. Thirteenth—4¾%	1992	35,000,000	26,696,000
14. Fourteenth—4½%	12/1/1992	32,000,000	24,405,000
15. Fifteenth—3⅜%	11/1/1974	11,434,000	0
16. Sixteenth—3⅝%	4/1/1978	4,500,000	0

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
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	19,741,000
23. Twenty-third—4¾%	1994	30,000,000	21,961,000
24. Twenty-fourth—5	1995	30,000,000	22,318,000
25. Twenty-fifth—8⅛	1999	25,000,000	23,400,000
26. Twenty-sixth—8	11/1/1999	20,000,000	20,000,000
27. Twenty-seventh ⅛%	2000	25,000,000	24,310,000
28. Twenty-eighth %%	2001	40,000,000	37,860,000
29. Twenty-ninth—	10/1/2001	35,000,000	32,940,000
30. Thirtieth—7¾%	2002	30,000,000	28,550,000
31. Thirty-first—8⅜%	2004	60,000,000	53,695,000
32. Thirty-second—9 %	1983	70,000,000	70,000,000
33. Thirty-third—10 %	1990*	60,000,000	60,000,000
34. Thirty-fourth—	2006	75,000,000	72,770,000
35. Thirty-fifth—7	7/1/2006	35,000,000	35,000,000
36. Thirty-sixth—8	12/1/2006	50,000,000	47,075,000
37. Thirty-seventh %	1/1/2007	15,000,000	15,000,000
38. Thirty-eighth—8⅝%	11/1/2007	100,000,000	97,345,000
39. Thirty-ninth—10 %	2009	100,000,000	99,100,000
40. Fortieth—14¾%	2010	50,000,000	50,000,000
41. Forty-first—15⅜	1991	75,000,000	75,000,000
42. Forty-second—	10/15/1991	100,000,000	100,000,000; and

* Due 19 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 (pursuant to the provisions of Section 120 of the Mortgage) to establish the terms and provisions of a 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, to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented, and to provide for additional series of bonds; and

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WHEREAS the execution and delivery by the Company of this Thirty-eighth Supplemental Indenture, and the terms of the bonds of the Forty-third Series hereinafter referred to, have been duly authorized by the Company;

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 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 all instruments supplemental thereto and any modification made as in the Mortgage provided) and of said 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. G. 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 the 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-seventh 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 heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (b) 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 V hereof, and including (without 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; and rights of way

and roads; all plants for the generation of electricity by steam, water and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas, and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wheresoever situated.

And the Company does hereby confirm that the Company will not cause or consent to a partition, either voluntarily or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common, except as permitted by and in conformity with the provisions of the Mortgage and particularly of Article XI thereof.

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforementioned property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of subsection (1) 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 and other interests in 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 cease 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-eighth 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:

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ARTICLE I.

Forty-third Series of Bonds.

SECTION 1. There shall be a series of bonds designated "Adjustable Rate Series due November 1, 2002" (herein sometimes referred to as the "Forty-third Series"), each of which bonds shall be substantially in the form set forth in Annex A hereto. Bonds of the Forty-third Series shall mature on November 1, 2002 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 rates specified in the bonds of the Forty-third Series, payable semi-annually on May 1 and November 1 of each year, commencing November 1, 1982; and the principal of and interest on each such bond shall 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.

Notwithstanding Section 10 of the Mortgage (as heretofore amended), each bond of the Forty-third Series shall

(i) be dated as of the date of its authentication (except that if any bond of the Forty-third Series shall be authenticated after any interest payment date for that series, it shall be dated as of the day following), provided that any bond of the Forty-third Series issued in exchange or substitution for, or upon the transfer of, an outstanding bond of the Forty-third Series prior to the first interest payment date to which interest has been paid or duly provided for shall be dated the same date as the bond of the Forty-third Series being exchanged, substituted or transferred and

(ii) (except as provided in the paragraph inserted in the Mortgage by the next paragraph of this Thirty-eighth Supplemental Indenture) bear interest from the interest payment date next preceding its date or, in the case of any bond of the Forty-third Series issued prior to the first interest payment date to which interest has been paid or duly provided for, from its date.

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 a bond of the Adjustable Rate Series due November 1, 2002 (hereinafter called the "Forty-third Series") is registered at the close of business on any record date for the Forty-third 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-third 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-third 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-third Series are registered on the day immediately preceding the date of payment of such defaulted interest. Any bond of the Forty-third Series issued upon any transfer or exchange subsequent to the record date for the Forty-third 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-third Series' as used with respect to any interest payment date shall mean the fifteenth day of the calendar month next preceding such interest payment date."

Bonds of the Forty-third Series shall not be redeemable except as set forth in the following Subsections (I) through (III), inclusive:

(I) Bonds of the Forty-third Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, at any time (or from time to time) on or after November 1, 1996 and prior to maturity, either as a whole or in part, upon notice as provided in Section 52 of the Mortgage mailed at least thirty (30) and not more than sixty (60) 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 thirty-first day of October,

1997	104.41%	2000	101.76%
1998	103.53	2001	100.88
1999	102.64	2002	100.00

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Forty-third Series shall also be redeemable at any time (or from time to time) on or after November 1, and prior to maturity, either in whole or in part, upon like notice, by application of cash deposited with the Corporate Trustee pursuant to provisions of Section 64 of the Mortgage, at the following Section 64 Redemption Prices, expressed in percentages of the principal amount of bonds to be redeemed:

Section 64 Redemption Prices

If redeemed during the twelve months ending on the thirty-first day of October,

1988	104.11%	1996	101.76%
1989	103.82	1997	101.47
1990	103.53	1998	101.18
1991	103.23	1999	100.88
1992	102.94	2000	100.59
1993	102.64	2001	100.29
1994	102.35	2002	100.00
1995	102.06		

in each case, together with accrued interest to the date fixed for redemption.

(III) Bonds of the Forty-third Series shall also be redeemable at any time prior to maturity, as a whole but not in part, upon like notice, by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 87 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.

At the option of the registered owner, any bonds of the Forty-third 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-third 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-third Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Forty-third Series.

After the execution and delivery of this Thirty-eighth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as supplemented, there shall be an issue of bonds of the Forty-third Series in an aggregate principal amount not to exceed Fifty Million Dollars ($50,000,000). No bonds of the Forty-third Series shall be originally issued after the issuance of said $50,000,000 aggregate principal amount.

ARTICLE II.

Additional Series of Bonds.

SECTION 2. After the execution and delivery of this Thirty-eighth Supplemental Indenture and authentication and delivery of the bonds of the Forty-third Series and upon compliance with the applicable provisions of the Mortgage, as supplemented, it is contemplated there shall be additional bonds issued, in one or more sequentially numbered series commencing with the Forty-fourth Series (hereinafter referred to as the "Additional Series"), in an aggregate principal amount not to exceed One Hundred Fifty Million Dollars ($150,000,000), and the Board of Directors of the Company has authorized, and this Thirty-eighth Supplemental Indenture hereby confirms

the lien of the Mortgage to secure, the Additional Series of bonds in an aggregate principal amount not to exceed said One Hundred Fifty Million Dollars ($150,000,000).

Section 10 of the Mortgage (as heretofore amended) is hereby further amended by inserting the following provisions at the end thereof:

"Notwithstanding the foregoing, the person in whose name any bond of any series of bonds issued subsequent to the Forty-third Series is registered at the close of business on any record date for any such series of bonds issued subsequent to the Forty-third Series with respect to an 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 any such series of bonds issued subsequent to the Forty-third 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 such 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 any such series are registered on the day immediately preceding the date of payment of such defaulted interest. Any bond of any such series issued upon any transfer or exchange subsequent to the record date for said series and prior to such interest payment date and prior to such interest payment date shall bear interest from such interest payment date. The term 'record date' for any series of bonds issued subsequent to the Forty-third Series shall have the meaning set forth in the Resolution of the Board of Directors of the Company establishing such subsequent series.

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 any series of the Additional Series and to provide for exchangeability of such coupon bonds with the bonds of such series of

the Additional Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

Bonds of any series of the Additional 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 any series of the Additional Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of any series of the Additional Series.

Bonds of any series of the Additional Series shall be in such form and shall be issued upon such terms and conditions as may be from time to time established by Resolution of the Board of Directors of the Company, including but not limited to rate or rates of interest, record and interest payment dates, maturity dates, redemption conditions and redemption prices, and aggregate principal amounts for each of such series; provided, however, that the aggregate principal amount of bonds for all series of the Additional Series shall not exceed One Hundred Fifty Million Dollars ($150,000,000).

ARTICLE III.

Replacement Fund Covenant—Other Related Provisions of the Mortgage—Dividend Covenant.

SECTION 3. Subsection (I) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by substituting the words "Forty-second or Forty-third Series or any series issued subsequent to the Forty-third Series" for "or Forty-second Series" and by substituting the words "Forty-second, Forty-third Series and any series issued subsequent to the Forty-third Series" for "and Forty-second Series" 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-third Series and

any series issued subsequent to the Forty-third Series," before the words "Forty-second 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-third Series and any series issued subsequent to the Forty-third Series," before the words "Forty-second 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-third Series and any series issued subsequent to the Forty-third Series," before "Forty-second".

Clause (e) of Section 5 of the Mortgage, as heretofore amended is hereby further amended by inserting "Forty-third Series and any series issued subsequent to the Forty-third Series," before "Forty-second".

Section 29 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Forty-third Series and any series issued subsequent to the Forty-third Series," before "Forty-second" each time such words appears therein.

ARTICLE IV.

Miscellaneous Provisions.

SECTION 4. The Company and the Corporate Trustee agree that an indemnity agreement in favor of the Company and the Corporate Trustee in form satisfactory to them of any original holder of any bond of the Forty-third Series (or any other institutional holder reasonably acceptable to the Corporate Trustee which holds at least $500,000 aggregate unpaid principal amount of bonds of the Forty-third Series) shall constitute sufficient indemnity (and no surety or bond shall be required) for the purposes of Section 16 of the Mortgage (as heretofore amended) in any case of loss, destruction or mutilation of any such bond. The Company will indemnify and save the Corporate Trustee harmless against any liability resulting from the Corporate Trustee's agreement under this paragraph, resulting from any action taken or omitted by the Corporate Trustee in accordance with its agreement under this paragraph.

The Company and the Corporate Trustee may enter into one or more written agreements that provide that the indemnity agreement in favor of

the Company and the Corporate Trustee of certain holders of bonds of any series of the Additional Series may constitute sufficient indemnity (and no surety or bond shall be required) for the purpose of Section 16 of the Mortgage (as heretofore amended) in any case of loss, destruction or mutilation of any such bond. The Company will indemnify and save the Corporate Trustee harmless against any liability resulting from the Corporate Trustee's agreement under this paragraph or resulting from any action taken or omitted by the Corporate Trustee in accordance with any agreement entered into pursuant to this paragraph.

SECTION 5. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Forty-third Series or any series of the Additional Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 6. Subject to the amendments provided for in this Thirty-eighth Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Thirty-eighth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 7. 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-eighth 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-eighth 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-eighth Supplemental Indenture.

SECTION 8. Whenever in this Thirty-eighth 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-eighth 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 9. Nothing in this Thirty-eighth 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-eighth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-eighth 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 10. This Thirty-eighth 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 V.

Specific Description of Property.

The following described properties acquired subsequent to September 1, 1981, in the States of OREGON, CALIFORNIA, MONTANA, WASHINGTON and WYOMING, owned as of July 31, 1982 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 the electric utility, steam heating, and water supply systems, or for other purposes, as hereinafter indicated respectively:

C—ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

All of the following described real property in the States of OREGON and WYOMING owned by the Company in connection with the operation and

maintenance of the electric substations and switching stations hereinafter designated respectively:

C-397— Jacksonville Substation

In JACKSON County, State of OREGON:

Land additional to and adjoining the tract described in C-397 Item, described as follows:

C-397 Item 2: 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 00° 06′ 20″ east (Record north 00° 02′ east) 1681.75 feet (Record 1675.00 feet) along the west line of said Donation Land Claim to the most westerly northwest corner of the tract described in Volume 364, Page 193 of the Deed Records of Jackson County, Oregon for the true point of beginning, thence north 38° 56′ 24″ east (Record north 39° 04′ east) along the northwesterly line of said tract 138.11 feet; thence north 89° 53′ 40″ west 20.66 feet to the southeasterly right of way line of Hanley Road; thence south 41° 21′ 50″ west along said right of way line 100.00 feet to the west line of said Donation Land Claim; thence south 00° 06′ 20″ west (Record south 00° 02′ west) 32.41 feet along said Donation Land Claim Line to the true point of beginning.

C-400—Eagle Point Substation

In JACKSON County, State of OREGON:

C-400 Item: A tract of land in the southeast quarter of Section 1, Township 36 South, Range 1 West, Willamette Meridian, described as follows:

Commencing at the east quarter corner of said Section 1; thence south 00° 00′ 54″ west along the east section line of said section 191.00 feet to the true point of beginning; thence continuing south 00° 00′ 54″ west along said section line 324.92 feet; thence north 89° 59′ 06″ west 298.67 feet; thence north 00° 48′ 30″ east 3.38 feet; thence north 07° 59′ 56″ east 197.32 feet; thence north 45° 00′ 54″ east 60.00 feet; thence north 64° 19′ 26″ east 157.04 feet; thence north 61° 00′ 50″

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east 32.11 feet; thence north 89° 57′ 30″ east 59.19 feet to the point of beginning.

TOGETHER with a nonexclusive 20′ wide easement for the purposes of ingress and egress, 10′ on each side of the following described centerline:

Commencing at the east quarter section corner of said Section 1; thence south 00° 00′ 54″ west 515.92 feet; thence south 89° 59′ 06″ west 10.00 feet to the true point of beginning; thence south 00° 00′ 54″ west 39[illegible] feet to a point which is north 00° 00′ 54″ east 10.00 feet from the south line of Donation Land Claim No. 43; thence north 89° 59′ 06″ west 45.00 feet.

C-401 Sprague River Substation

In KLAMATH County, State of OREGON:

C-401 Item: A tract of land in Section 14, Township [illegible] South, Range 10 East, Willamette Meridian, described as follows

Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23 and 24, Block 17, Sprague River.

C-402 Pallette Substation

In WALLOWA County, State of OREGON:

C-402 Item: A tract of land in Section 22, Township 3[illegible] North, Range 48 East, Willamette Meridian, described as follows:

Commencing at the corner common to Sections 14, 22 and [illegible], said township and range; thence south 89° 09′ west 9[illegible] feet; thence south 11° [illegible] east 1969.2 feet; thence north 63° 28′ [illegible] 19.0 feet to the true point of beginning; thence north 32° 17[illegible] 81.0 feet; thence north 57° 43′ east 325.4 feet; thence south 4[illegible] west 33[illegible] feet to the point of beginning.

C-403 New Ha[illegible] Substation

In CARBON Co[illegible], State of WYOMING:

C-403 Item: [illegible]act of land located in the southwest quarter of Section 18, Township 22 North, Range 81 West, Sixth Principal Meridian, described as follows:

Commencing at the northwest corner of Block 4, Original Town of Hanna; thence north 88° 17′ 30″ west, 839.14 feet; thence along the arc of a true curve to the right having a radius of 1004.93 feet and through a central angle of 0° 17′ 58″ northwesterly 5.25 feet to the point of beginning; thence along a true curve to the right having a radius of 1004.93 feet and through a central angle of 6° 26′ 33″ northwesterly an arc distance of 113.00 feet; thence south 32° 55′ 22″ west, 100.00 feet; thence south 57° 04′ 38″ east, 100.00 feet; thence north 32° 55′ 22″ east, 152.49 feet to the point of beginning.

D—Electric Transmission Lines

All the following described electric transmission lines of the Company in the States of Oregon, California, Montana, Washington and Wyoming, 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-368 Line: From Bonneville Power Administration's Roundup Substation to McKay Substation (C-399) in Umatilla County, State of Oregon.

D-369 Line: From Pacific Power & Light Company's Rogue River Substation to pole 7/14 on Line 7 in Jackson County, State of Oregon.

D-370 Line: From Pacific Power & Light Company's Northcrest Substation to pole 13A/12 on Line 38-6 in Del Norte County, State of California.

D-371 Line: From Grey Eagle Mine's Substation to pole 16/34 on Line 33 in Siskiyou County, State of California.

D-372 Line: From Trumbull Creek Substation (C-392) to Whitefish Substation (C-175) in Flathead County, State of Montana.

D-373 Line: From Trumbull Creek Substation (C-392) to pole 7/32 on Line 32 in Flathead County, State of Montana.

D-374 Line: From Selah Substation (C-220) to New Wenas Substation (C-388) in Yakima County, State of Washington.

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D-375 Line: From Yellow Cake Substation (C-370) to Antelope Mine Substation to the Campbell County-Converse County line in CONVERSE County, State of WYOMING.

D-376 Line: From Pacific Power & Light Company's Wagonhound Substation to Pacific Power & Light Company's Warm Springs Substation in NATRONA County, State of WYOMING.

D-377 Line: From Big 3 Industries' Substation to Standard Oil Substation to Fairgrounds Substation in NATRONA County State of WYOMING.

D-378 Line: From Blue Rim Switching Station to South Trona Substation (C-391) in SWEETWATER County, State of WYOMING.

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.)

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STATE OF OREGON
COUNTY OF MULTNOMAH } ss.:

On this 10th day of September, 1982, before me, LOLA V. HINCKLEY, a Notary Public in and for the State of Oregon, 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.

LOLA V. HINCKLEY
Notary Public for State of Oregon
My Commission Expires: February 8, 1984

[SEAL]

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

On this 9th day of September, 1982, before me, WILLIAM A. FEENEY, a Notary Public in and for the State of New York, personally appeared M. P. KOWALEWSKI and THOMAS R. BOWEN, known to me to be a Trust Officer and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York trust company, who did say that the seal affixed to the foregoing instrument is the corporate seal of said company and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said company.

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

WILLIAM A. FEENEY
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-6251746
Commission Expires March 30, 1984

[SEAL]

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

On this 9th day of September, 1982, before me, WILLIAM A. FEENEY, a Notary Public in and for the State of New York, personally appeared R. E. SPARROW, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed this instrument as his free and voluntary act and deed.

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

WILLIAM A. FEENEY
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-6251746
Commission Expires March 30, 1984

[SEAL]

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Annex A

PACIFIC POWER & LIGHT COMPANY

First Mortgage Bond, Adjustable Rate Series due November 1, 2002

No. R $

PACIFIC POWER & LIGHT COMPANY, a corporation of the State of Maine (hereinafter called the Company), for value received, hereby promises to pay to or registered assigns on November 1, 20[illegible] at the office or agency of the Company in the Borough of Manhattan, The City of New York, the sum of Dollars 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, and to pay interest thereon (computed on the basis of a 360-day year of twelve 30-day months) from the May 1 or November 1 next preceding the date hereof or, if no interest has been paid on the bonds of this series, from the date hereof, at the rate per annum determined as provided in paragraph 2 hereof, until the principal hereof shall become due and payable, and thereafter at a rate per annum 1% greater than the rate so determined from time to time on any overdue principal and premium, and (to the extent permitted by applicable law) on any overdue interest, in like coin or currency at such office or agency on May 1 and November 1 in each year, commencing November 1, 1982 until the Company's obligation with respect to the payment of such principal shall have been discharged, provided that the interest so payable on any May 1 or November 1 will be subject to certain exceptions set out in the supplemental indenture dated as of August 1, 1982 hereinafter mentioned, to be paid to the person in whose name this bond (or any bond or bonds previously outstanding in exchange or exchange for which this bond was issued) is registered at the close of business on the April 15 or October 15, as the case may be, next preceding such interest payment date.

1. This bond is one of an issue of bonds of the Company issuable in series and is one of a series known as its First Mortgage Bonds, Adjustable Rate Series due November 1, 2002, all bonds of all series issued and to be issued under the Mortgage equally and ratably secured (except so far as any sinking or other fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the

bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indenture supplemental thereto, including the supplemental indenture dated as of August 1, 1982, called the Mortgage), dated as of July 1, 1947, executed by the Company to Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York) (hereinafter called the Corporate Trustee) and Oliver R. Brooks (R.E. Sparrow, successor), as Trustees. Reference is made to the Mortgage for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of the bonds and of the Trustees in respect thereof, the duties and immunities of the Trustees, the terms and conditions upon which the bonds are and are to be secured, and the circumstances under which additional bonds may be issued. With the consent of the Company and to the extent permitted by and as provided in the Mortgage, the rights and obligations of the Company and/or the rights of the holders of the bonds and/or coupons and/or the terms and provisions of the Mortgage may be modified or altered by affirmative vote of the holders of at least seventy percentum (70%) in principal amount of the bonds then outstanding under the Mortgage and, if the rights of the holders of one or more, but less than all, series of bonds then outstanding are to be affected, then also by affirmative vote of the holders of at least seventy percentum (70%) in principal amount of the bonds then outstanding of each series of bonds so to be affected (excluding in any case bonds disqualified from voting by reason of the Company's interest therein as provided in the Mortgage); provided that, without the consent of the holder hereof, no such modification or alteration shall, among other things, impair or affect the right of the holder to receive payment of the principal of (and premium, if any) and interest on this bond, on or after the respective due dates expressed herein, or permit the creation of any lien equal or prior to the lien of the Mortgage or deprive the holder of the benefit of a lien on the mortgaged and pledged property, or permit the deprivation of any non-assenting holder of the benefit of the lien upon the property mortgaged under the Mortgage as security for such holder's bonds (subject only to certain specified liens), or permit the modification of the obligations of the Company under Section 64 of the Mortgage. The Company has reserved the right to amend the Mortgage without any consent or other action by holders of this series of bonds or any other series of bonds created since 1969 so as to change seventy percentum (70%) in the foregoing sentence to sixty-six and two-thirds percentum (66⅔%).

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2. Interest on this bond is payable at a rate per annum determined as follows:

A. Interest on this bond is payable (i) at the rate of [16.75% per annum for the period from the date hereof to and including October 31, 1983]*, and (ii) at a rate per annum equal to the Adjusted Rate (as defined below) for the 12-month period thereafter commencing on November 1, in each year (each such 12-month period being herein called an Applicable Period and each such November 1, being herein called an Adjustment Date). The Adjusted Rate for the Applicable Period commencing on any Adjustment Date shall be (i) the Base Treasury Rate or the Alternate Treasury Rate (each as defined below), as the case may be, determined for such Applicable Period in accordance with the Procedures (as defined and set forth below), times 127%, rounded to the nearest one tenth of one percentage point or (ii) under the circumstances described in paragraph F below, the rate determined by Bankers Trust Firms (as defined below) for such Applicable Period in accordance with said paragraph F, times 127%, rounded to the nearest one tenth of one percentage point; provided, however, that the Adjusted Rate for any Applicable Period shall in no event be less than 10% per annum or greater than 24% per annum. If for any reason beyond the control of the Company, neither the Base Treasury Rate nor the Alternate Treasury Rate shall have been so determined for any Applicable Period prior to the December 1 next succeeding the Adjustment Date for such Applicable Period, the Adjusted Rate for such Applicable Period shall be the interest rate per annum in effect on the October 31 next preceding such Adjustment Date; provided, however, that any rate thereafter determined for such Applicable Period in accordance with paragraph F below shall be deemed to supersede such rate for (and only for) the portion of such Applicable Period commencing on or after the date of such determination.

B. The Base Treasury Rate for the Applicable Period commencing on any Adjustment Date shall be the arithmetic average of the four most

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* The matter in brackets will be set forth in the bonds of this series originally issued and in any bonds of this series issued upon a transfer or substitution or exchange of bonds of this series on or before October 31, 1983. Any bonds of this series so issued thereafter shall specify the Adjusted Rate then in effect for the then current Applicable Period.

recent weekly average yields to maturity for actively traded marketable U.S. Treasury fixed interest rate securities (adjusted to constant maturities of ten years), as published by the Federal Reserve Board in its Statistical Release H.15 (or published in another publication or release referred to in the immediately following sentence) published at least five days prior to such Adjustment Date; provided that such weekly average yields to maturity as so published shall have been computed with respect to weekly periods ended within 50 days prior to such Adjustment Date. If one or more of such Statistical Releases containing such weekly average yields to maturity shall not be available, the Base Treasury Rate shall be determined with reference to any comparable release of such Board substituted therefor or, if such Board shall not publish a comparable release, with reference to any official publication or release of any other U.S. Governmental department or agency that purports to set forth such weekly average yields to maturity (or purports to set forth daily average yields to maturity from which such weekly average yields to maturity can be mathematically derived), adjusted to constant maturities of ten years, in accordance with the Treasury Criteria (as defined below) or other criteria that are substantially equivalent to the Treasury Criteria, as determined by the holders of at least 66⅔% in amount of the bonds of this series then outstanding. In August 1982, such weekly average yields to maturity were determined on the basis of the criteria (herein called the Treasury Criteria) set forth in an attachment to Federal Reserve Board Statistical Release H.15, dated May 14, 1982, and reflected in such Board's Statistical Release H.15, dated August 16, 1982.

C. The Alternate Treasury Rate for the Applicable Period commencing on any Adjustment Date shall be the arithmetic average of the average yields to maturity of the closing bids quoted daily (or less frequently, if daily quotations shall not be available) by each of the three Government Securities Dealers (as defined below) designated in accordance with the Procedures, during the 28-day period ending five days prior to such Adjustment Date, for actively traded marketable U.S. Treasury fixed interest rate securities with a final maturity date of at least eight and one-half years but not more than eleven and one-half years from the date of each such quotation (other than securities which can, at the option of the holder, be surrendered at face value in payment of any Federal estate tax and securities which provide tax benefits to the

holder and are priced to reflect such tax benefits and securities which were originally issued at a deep or substantial discount).

D. The Adjusted Rate for the Applicable Period commencing on any Adjustment Date shall be determined in accordance with the following procedures (herein called the Procedures) or paragraph F below, as the case may be:

(1) On or before the second day next preceding such Adjustment Date the Company will deliver to the holder of this bond and to the Corporate Trustee a certificate, signed by the principal financial officer of the Company (herein called an Adjustment Certificate), either (a) setting forth the Base Treasury Rate for the Applicable Period commencing on such Adjustment Date, determined as above provided (and accompanied by copies of each Statistical Release H.15 or other publication or release used in determining such Base Treasury Rate), whereupon such Base Treasury Rate shall be used to compute the Adjusted Rate for such Applicable Period, or (b) stating that (i) one or more of the Statistical Releases H.15 (or other publication or release) necessary for determining such Base Treasury Rate are not available for the four weeks next preceding such Adjustment Date, and/or (ii) the Treasury Criteria were not in effect for such four week period and, for reasons specified in such certificate, the criteria determined to be substantially equivalent to the Treasury Criteria by the holders of at least 66⅔% in amount of the bonds of this series then outstanding, pursuant to paragraph F below, are not, in the reasonable and good faith judgment of the Company, substantially equivalent to the Treasury Criteria, and setting forth the Alternate Treasury Rate for the Applicable Period commencing on such Adjustment Date, determined as above provided (such Adjustment Certificate to be accompanied by copies of the reports from which such Alternate Treasury Rate was determined from three Government Securities Dealers designated by the Corporate Trustee whereupon such Alternate Treasury Rate shall be used to compute the Adjusted Rate for such Applicable Period.

(2) A "Government Securities Dealer" shall mean Morgan Guaranty Trust Company of New York or any other nationally

[redacted] [redacted] [redacted]

recognized commercial bank or investment banking firm actively engaged in the trading of U.S. Treasury fixed interest rate securities of the types reflected in the Treasury Criteria.

(3) In the event that during any Applicable Period there shall occur (whether by reason of republication to correct an error or otherwise) any change in the published data used as a basis for determination of the Base Treasury Rate (and, therefore, the Adjusted Rate) then in effect with respect to such Applicable Period, the Company will, within 30 calendar days thereafter, deliver to the holder of this bond and to the Corporate Trustee a new Adjustment Certificate setting forth the new Base Treasury Rate and the other information required by the foregoing Clause (1) with respect to such new Base Treasury Rate, whereupon such new Base Treasury Rate shall be used to recompute the Adjusted Rate with respect to such Applicable Period, and such new Adjusted Rate shall be applicable retroactively from and after the Adjustment Date on which such Applicable Period commenced; provided, however, that the Company need only take such action if such change in the published data shall occur on a date no later than 90 calendar days after the beginning of such Applicable Period.

(4) If (i) the holders of at least 33⅓% in amount of the bonds of this series then outstanding or (ii) any of the original holders of the bonds of this series shall deliver to the Company, the Corporate Trustee and each other holder of outstanding bonds of this series, within 15 days after the Company's delivery of an Adjustment Certificate with respect to any Applicable Period pursuant to the foregoing Clause (1) or Clause (3), written notice to the effect that, for reasons specified in such notice, the Base Treasury Rate set forth in such Adjustment Certificate has not been determined in accordance with the Treasury Criteria or other criteria then in effect pursuant to paragraph B above, then the Company will deliver to the holder of this bond, within 10 days after the receipt of such written notice, a second Adjustment Certificate (a) setting forth the Alternate Treasury Rate for such Applicable Period, determined as above provided (and accompanied by copies of the reports from which such Alternate Treasury Rate was so determined from three

Government Securities Dealers designated by the Corporate Trustee), whereupon such Alternate Treasury Rate shall be used to compute the Adjusted Rate for such Applicable Period, or (b) stating that for reasons beyond the control of the Company, the Alternate Treasury Rate for such Applicable Period cannot be determined, and setting forth in reasonable detail the efforts made to determine such rate, whereupon it shall be deemed that for reasons beyond the control of the Company neither the Base Treasury Rate nor the Alternate Treasury Rate has been determined for such Applicable Period.

E. The Company will keep a copy of each Adjustment Certificate at its principal executive office and permit any holder of any of the bonds of this series (or any prospective purchaser of any of the bonds of this series designated by the holder thereof) to inspect each Adjustment Certificate upon request.

F. If for any reason beyond the control of the Company, neither the Base Treasury Rate nor the Alternate Treasury Rate shall have been determined for any Applicable Period in accordance with the Procedures prior to the December 1 next succeeding the Adjustment Date on which such Applicable Period commences, the Company (i) will give written notice to each holder of any bonds of this series and to the Corporate Trustee, in each case within five business days after such December 1 specifying the reasons why neither the Base Treasury Rate nor the Alternate Treasury Rate shall have been so determined and (ii) will keep a copy of such notice at its principal executive office and permit any holder of any of the bonds of this series (or any prospective purchaser of any of the bonds of this series designated by the holder thereof) to inspect such notice upon request. Within 10 calendar days after the giving of such notice the Company shall designate two Banking Firms and within ten calendar days after receipt of such notice the holders of at least 66⅔% in amount of the bonds of this series then outstanding shall designate two Banking Firms. The four Banking Firms so designated shall, within 10 calendar days after the last of said Banking Firms shall have been so designated, designate a fifth Banking Firm. (If within such 10 calendar day period, the four Banking Firms do not agree upon the appointment of a fifth Banking Firm, then either the Company or the requisite holders, as the case may be, on behalf of

both, may request such appointment by the then President of the Association of the Bar of the City of New York (or any organization successor thereto) or in his absence, failure, refusal or inability to act, then either the Company or the requisite holders, as the case may be, may apply to the Supreme Court, New York County, for the appointment of such fifth Banking Firm and the other party shall not raise any question as to the court's full power and jurisdiction to entertain the application and make the appointment.) For purposes of this paragraph, a "Banking Firm" shall mean Morgan Guaranty Trust Company of New York or any other nationally recognized commercial bank or investment banking firm that was within the 12-month period prior to its designation actively engaged in the trading of U. S. Treasury fixed interest rate securities of the types reflected in the Treasury Criteria. Each Banking Firm so designated shall notify the Corporate Trustee and the Company in writing, not later than 10 calendar days after its designation as hereinabove provided, of the yield to maturity which, in its reasonable and good faith judgment, would then be obtainable for marketable U. S. Treasury fixed interest rate securities with a final maturity date of ten years from the date of such notice (other than securities which can, at the option of the holder, be surrendered at face value in payment of any Federal estate tax and securities which provide tax benefits to the holder and are priced to reflect such tax benefits and securities which were originally issued at a deep or substantial discount). The arithmetic average of said yields to maturity set forth in said notices of said five Banking Firms, times 127%, rounded to the nearest one tenth of one percentage point, shall be the Adjusted Rate with respect to such Applicable Period, and such Adjusted Rate shall be applicable for the remainder of such Applicable Period. The Company will give prompt written notice to each holder of any bonds of this series and the Corporate Trustee of such new Adjusted Rate (such notice to be accompanied by copies of the written notices of said five Banking Firms). Notwithstanding anything herein to the contrary, if the Company or the requisite holders shall fail to designate one or both Banking Firms within the time period set forth above or if any of the Banking Firms designated by the Company or the requisite holders shall refuse to participate in the selection of a fifth Banking Firm required by the third sentence of this paragraph, then the arithmetic average of the yields to maturity set forth in the written notices of the Banking Firms designated or participating, as the case may be, times

127%, rounded to the nearest one-tenth of one percentage point, shall be the Adjusted Rate with respect to such Applicable Period, and such Adjusted Rate shall be applicable for the remainder of such Applicable Period.

3. The principal hereof may be declared or may become due prior to the maturity date hereinbefore named on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a default as in the Mortgage provided.

4. This bond is transferable as prescribed in the Mortgage by the registered owner hereof in person, 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 surrender and cancellation of this bond together with a written instrument of transfer, if required by the Company, duly executed by the registered owner or by his duly authorized attorney and, thereupon, a new fully registered bond of the same series for a like principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. Subject to the foregoing provisions as to the person entitled to receive payment of interest hereon, the Company and the Trustees may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

5. In the manner prescribed in the Mortgage, any bonds of this series, upon surrender hereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, are exchangeable for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

6. The bonds of this series are redeemable (as more fully set forth in the supplemental indenture dated as of August 1, 1982 to the Mortgage) at the option of the Company or pursuant to the requirements of the Mortgage at any time (or from time to time) on or after November 1, 1996 and prior to maturity, either as a whole or in part, upon notice (which may be made subject to the receipt of the redemption moneys by the Corporate Trustee before the date fixed for redemption) mailed at least thirty (30) and not more than sixty (60) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of bonds to be redeemed:

General Redemption Prices

If redeemed during the twelve months ending on the thirty-first day of October,

1997	104.41%	2000	101.76%
1998	103.53	2001	100.88
1999	102.64	2002	100.00

in each case, together with accrued interest to the date fixed for redemption.

7. The bonds of this series are also redeemable (as more fully set forth in said supplemental indenture) at any time (or from time to time) on or after November 1, 1987 and prior to maturity, either as a whole or in part, upon like notice, by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 64 of the Mortgage, at the following Section 64 Redemption Prices, expressed in percentages of the principal amount of the bonds to be redeemed:

Section 64 Redemption Prices

If redeemed during the twelve months ending on the thirty-first day of October,

1988	104.11%	1996	101.76%
1989	103.82	1997	101.47
1990	103.53	1998	101.18
1991	103.23	1999	100.88
1992	102.94	2000	100.59
1993	102.64	2001	100.29
1994	102.35	2002	100.00
1995	102.06		

in each case, together with accrued interest to the date fixed for redemption.

8. The bonds of this series are also redeemable (as more fully set forth in said supplemental indenture) at any time prior to maturity, as a whole but not in part, upon like notice, by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 87 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.

9. As provided in the Mortgage, the Company shall not be required to make transfers or exchanges of bonds of any series for a period of ten days next preceding any interest payment date for bonds of such series, or next preceding any designation of bonds of such series to be redeemed, and the Company shall not be required to make transfers or exchange of any bonds designated in whole or in part for redemption.

10. No recourse shall be had for the payment of principal of or interest on this bond against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company or of any predecessor or successor corporation, such, either directly or through the Company or any predecessor or successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors being released by the holder or owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

11. The right, if any, of the Company to assert the defense of usury against holders of bonds of this series shall be determined only under the laws of the State of New York.

This bond shall not become obligatory until Morgan Guaranty Trust Company of New York, the Corporate Trustee under the Mortgage, or its successor thereunder shall have signed the form of authentication certificate endorsed hereon.

IN WITNESS WHEREOF, PACIFIC POWER & LIGHT COMPANY has caused this bond to be signed in its corporate name by its Chairman of the Board or its President or one of its Vice Presidents by his signature or a facsimile thereof, and its corporate seal to be impressed or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries by his signature or a facsimile thereof, on .

Attest: PACIFIC POWER & LIGHT COMPANY,

By:

....

Secretary *Chairman of the Board*

CORPORATE TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series herein designated, described or provided for in the within-mentioned Mortgage.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

As Corporate Trustee,

.....

Authorized Officer

MORTGAGE [redacted] FORM NO. 4-A [redacted] THE RICH COMPANY [redacted] 2M - 8-64

MORTGAGE

THIS MORTGAGE, made this 10th day of September, 19 82, between

1ST WESTERN CORPORATION, A Nevada Corporation, P. O. Box 147, Salt Lake City, Utah 84110

of Salt Lake County, Utah, hereinafter referred to as the "Mortgagor," and

BAR BAR O RANCH, INC., A Wyoming Corporation, Rt. 2, Box 77, Pinedale, Wyoming 82941

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

The Mortgagor, for and in consideration of the sum of Three Hundred Seventy-three Thousand One Hundred Sixty-one and No/100 - -($373,161.00)- - - - - - - - - - - - -

Dollars

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

Township 33 North, Range 109 West of the 6th Principal Meridian, Wyoming

Section 12: E½SE¼SW¼, S 1/3 W3/4 SE¼SW¼, W½NE¼SE¼, W½SE¼, SE¼SE¼;
Section 13: N½;

192686

RECORDED Sept 14 1982 8:00 AM
IN BOOK 53 Misc PAGE 428
FEES $5.00 Carol J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy M. Ellis

Released MBK. 14 Rel @ Pg. 53 and 54
Rlsd. BK 17 Pg 709 3/7/96

Partial Rlse - Book 13, Page 141 (3-4-86)
Partial Rlsd Bk 12 Pg 213
Partial Release Book 12 page 563 (1-7-85)
428

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 [illegible] and reservations of ject, however, to all conditions, easements and rights-of-way, and to mineral, mining and other exceptions 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.

However, this mortgage is subject the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Three Hundred Seventy-three Thousand One Hundred Sixty-one 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 excuted by the Mortgagors the date first above written.

1ST WESTERN CORPORATION,

SEAL

By _____ President

ATTEST: _____ Secretary

Assistant Sec.

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: _____

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 Sublette } ss.

On this 10th day of September, 19 82, before me personally appeared H. E. Thomas to me personally known, who, being by me duly sworn, did say that he is the President of 1ST WESTERN CORPORATION, A Nevada Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires Dec 14, 1982

Don Tegeler
Notary Public
County of Sublette
State of Wyoming

Don Tegeler

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3-27-85
Rec. Book 12 Page 637

MORTGAGE

THIS MORTGAGE is made this 8th day of September, 19 82, between the Mortgagor, Gerald L. Abercrombie and Carolyn J. Abercrombie, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank, N.A., Kemmerer, a corporation organized and existing under the laws of The United States, whose address is 801 Pine Avenue Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Five Hundred Three Thousand Nine Hundred Fifty and 58/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated September 8, 1982 (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 8, 1983 ;

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 Six (6) New Fork Social Club as the same appears of record of 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: together with all water and water rights, ditch and ditch rights, reservoir and reservoir rights thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; RESERVING HOWEVER, to grantors, all oil, gas and all other minerals together with the right of ingress and egress to prospect for mining and remove the same; SUBJECT TO Restrictions Governing New Fork Social Club recorded 6-4-79, Book 35 of Miscellanous, page 363, Office of the County Clerk.

NO PROPOSED DOMESTIC WATER SOURCE. NO PROPOSED MAINTENANCE OF ROADS, NO PROPOSED SEWAGE SYSTEM.

196093

RECORDED September 15 1982 1:30 P M
IN BOOK 38 Misc PAGE 431
FEES $ 10.00 Laura York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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.

4.302

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, 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.

Gerald L. Abercrombie —Borrower

Carolyn I. Abercrombie —Borrower

STATE OF WYOMING, Lincoln County, ss:

The foregoing instrument was acknowledged before me this Sept. 1, 1982, by Gerald L. Abercrombie & Carolyn I. Abercrombie
(person acknowledging)

My Commission expires:

Oct. 1, 1985

Mae Jean Julian
County of
Lincoln
My Commission Expires Oct. 1, 1985
Notary Public
State of
Wyoming

Notary Public

Space Below This Line Reserved For Lender and Recorder

[redacted] MORTGAGE DEED WI[redacted]EASE OF HOMESTEAD [redacted]

THIS DEED, made this 1st day of September, 19 82, between Vernon A. Mrak and Marian A. Mrak, husband and wife of the County of Sublette, State of Wyoming, hereinafter called Mortgagor, and the WYOMING PRODUCTION CREDIT ASSOCIATION, 108 Rancho Road, Casper, Wyoming, a corporation organized and existing under the laws of the United States, hereinafter called Mortgagee;

WITNESSETH, that the said Mortgagor, for and in consideration of the sum of ($ 416,000.00) Four hundred sixteen thousand and no/100---------- DOLLARS paid to the Mortgagor by the Mortgagee, plus advances necessary for the purchase of Class B Stock and/or Participation Certificates of the Mortgagee required by mortgagee's By-Laws and by determination by Mortgagee's Board of Directors, under said By-Laws, pursuant to Federal Law*, to support the outstanding indebtedness, the receipt whereof is hereby confessed and acknowledged, and in further consideration of future advances that may be made by the Mortgagee to the Mortgagor as hereinafter provided, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Mortgagee and unto its successors and assigns, forever, all that piece or parcel of land situate, lying and being in the County of ..... and the State of Wyoming, hereby releasing and waiving all rights under and by the virtue of the homestead exemption laws of this State, and more particularly known and described as follows, to wit:

See Exhibit "A"

192717

RECORDED Sept 12 19 82 3:27 PM
IN BOOK 58 Misc PAGE 435
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

TO HAVE AND TO HOLD the said above described premises unto the said Mortgagee, its successors and assigns forever, together with all the tenements, hereditaments, rights, privileges, appurtenances, and fixtures, including all irrigating and watering apparatus, now or hereafter belonging to, located on, or used in connection with the above described premises, and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits and rights of way thereof, appurtenant to said premises or used in connection therewith; and together with all range and grazing rights (including rights under the Taylor Grazing Act and Federal Forest Grazing privileges), now or hereafter issued in connection with or appurtenant to the said real property; and the mortgagor covenants that he will comply with all rules, regulations and laws pertaining thereto and will in good faith endeavor to keep the same in good standing and will execute all waivers and other documents required to give effect to these covenants, and that he will not sell, transfer, assign or otherwise dispose of said rights or privileges without the prior written consent of the mortgagee.

And, the said Mortagagor, for himself, his successors, heirs, executors, administrators and assigns, does covenant and agree to and with the said Mortgagee, its successors and assigns, that at the ensealing and delivery of these presents, he is well seized in said premises, in and of good and indefeasible estate, in fee simple.

And that they are free from all encumbrances whatsoever except such encumbrances; if any, now of record in the County where said premises are situate. And that he has good and lawful right to sell and convey the same and that he will warrant and defend the same against all lawful claims and demands whatsoever.

PROVIDED, ALWAYS, and these presents are upon this express condition, that if the said Mortgagor shall and does well and truly pay or cause to be paid to the said Mortgagee, its successors and assigns, the sum of $ 416,000.00, plus advances necessary for the purchase of Class B Stock and/or Participation Certificates of the Mortgagee required by mortgagee's By-Laws and by determination by Mortgagee's Board of Directors, under said By-Laws, pursuant to Federal Law*, to support the outstanding indebtedness, according to the conditions of one promissory note dated September 1, 1982, executed by the Mortgagor and payable to the order of the Mortgagee, and of any and all renewals or extensions thereof, together with interest thereon, at such rate or rates as may be specified therein, and such further amount not exceeding $ 2,084,000.00 plus advances necessary for the purchase of Class B Stock and/or Participation Certificates of the Mortgagee required by mortgagee's By-Laws and by determination by Mortgagee's Board of Directors, under said By-Laws, pursuant to Federal Law*, to support the outstanding indebtedness, which may be advanced in the future by the Mortgagee to the Mortgagor, but if advanced, to be advanced prior to December 15, 1988, making the aggregate and ultimate amount secured hereby the sum of $ 2,500,000.00, plus said advances for the purchase of Class B Stock and/or Participation Certificates of the mortgagee, to support the outstanding indebtedness, and the whole amount to become due and payable on or before December 15, 1988 with interest as aforesaid according to the promissory note or notes to be executed by the Mortgagor payable to the order of the Mortgagee, which sum or sums of money the said Mortgagor hereby covenants to pay, and until such payment, shall pay all taxes and assessments upon the above described premises; and shall keep the building thereon insured against fire in an amount satisfactory to the Mortgagee during the life of this mortgage, for the benefit of and payable to the said Mortgagee, its successors and assigns, with such insurance company or companies as they shall approve; then these presents and said note or notes shall cease and be null and void. And if said Mortgagor shall fail to pay all taxes or assessments upon said premises, or shall fail to keep the buildings upon said premises insured, as above provided, then, and in that case, the said Mortgagee, its successors or assigns, are hereby authorized to pay said taxes and assessments and to pay for said insurance, and all such sum or sums of money so expended shall be added to the debt hereby secured, and the same shall draw interest at the same rate. Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Mortgagee.

Rel Book 15 Rel page 529

*Reference to advances necessary for the purchase of Class B Stock and/or Participation Certificates of Mortgagee required by Mortgagee's By-Laws and by determination by Mortgagee's Board of Directors, under said By-Laws, pursuant to Federal Law, as used in this Mortgage, means all advances for the purchase of Mortgagee's Class B Stock and/or Participation Certificates required by Section 2.13(f) of the Farm Credit Act of 1971, as amended (Public Law 92-181) as provided in Mortgagee's By-Laws, and also for the purchase of additional Class B Stock and/or Participation Certificates of Mortgagee authorized by Section 2.13(h) of said Farm Credit Act of 1971, as amended, as provided in Mortgagee's By-Laws

435 Pfl. Rel. Bk. 14 Rel. @ Pg. 181

And it is further provided that in case any installment of principal or any part thereof, or any interest monies, or any part thereof hereby secured to be paid, shall remain due and unpaid for the space of thirty days after the same shall, by the terms hereof, become due and payable, then, and in that case the whole principal sum hereby secured to be paid, together with the interest thereon, shall, at the option of said Mortgagee, its successors or assigns, become due and payable forthwith, anything herein or in said note or notes contained to the contrary notwithstanding.

In case default shall be made in the payment of the above sum hereby secured or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in the payment of any renewal or extension note, or in the payment of the interest thereon, or in the payment of any future advance or advances made hereunder, or the interest thereon, or in case default shall be made in any of the covenants or agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the Mortgagee, its legal representatives or assigns, may proceed pursuant to law to foreclose on and sell said property, either by advertisement and sale as provided in Wyoming Statutes, 1977 Section 34-4-101 through 34-4-113, or by Court action, and out of the proceeds of such sale it shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorney's fees.

If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security do hereby agree to be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment. The Mortgagors further agree to pay all costs of sale and foreclosure, including reasonable attorney's fees incurred by the Mortgagee in connection with the sale and foreclosure.

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.

Witness the hand and seal of the Mortgagor the day and year first above written.

Vernon A. Mrak

Marian A. Mrak

(INDIVIDUAL ACKNOWLEDGEMENT)

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

On this 16 day of September, 19 82, before me personally appeared Vernon A. Mrak and Marian A. Mrak, 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.

BRUCE A. MOOLERY Notary Public
County of Fremont State of Wyoming
My commission expires November 19, 19[illegible]

Bruce A. Moolery
Notary Public

My commission expires November 19, 1985. day of November, A.D., 19 83

(CORPORATION ACKNOWLEDGEMENT)

THE STATE OF WYOMING)
)
County of) ss.

On this day of , 19 , before me personally appeared

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

Notary Public

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

MORTGAGE DEED

FROM

TO

STATE OF WYOMING)
)
County of)

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

County Clerk and Ex-Officio

Deputy Clerk

No. Fees, $

Exhibit "A"

Township 32 North, Range 106 West, 6th P.M.
Section 18: Lot 4; and E½SW¼

Township 33 North, Range 106 West, 6th P.M.
Section 18: Lot 3
Section 19: E½SW¼; and W½SE¼
Section 29: SW¼SW¼
Section 30: SE¼; and NW¼ (also described as Lots 1 and 2 and E½NW¼); and N½NE¼
Section 31: All
Section 32: NW¼; and N½SW¼; and Lot 1

Township 32 North, Range 107 West, 6th P.M.
Section 1: E½W½ (also described as Lot 3 and SE¼NW¼ and E½SW¼)
Section 2: NW¼; and E½SW¼; and NW¼SW¼; and SE¼NE¼; and SE¼ (excepting a tract conveyed to the United States of American, containing 1.17 acres, more or less, more fully described in Book 12 of Deeds, Page 391)
Section 4: E½E½ (also described as Lot 1 and SE¼NE¼ and E½SE¼)
Section 11: E½NW¼; and NE¼ (also described as Lots 1, 2, 3, and 4)
Section 12: W½NW¼; and SE¼NW¼; and NE¼SW¼; and N½SE¼ (also described as NW¼SE¼ and Lot 3)
Section 13: W½; and SW¼NE¼; and W½SE¼; and Lot 4
Section 14: E½ (except a tract of 22.5 acres, more or less, conveyed by deed to Howard Routh, recorded in Book 6, Page 206)

Township 33 North, Range 107 West, 6th P.M.
Section 13: N½SE¼; and SW¼SE¼; and SW¼
Section 14: SE¼
Section 23: NE¼; and SE¼SW¼; and NE¼SE¼; and E½SE¼SE¼; and W½SW¼SE¼; and W½NW¼SE¼; and N½NE¼NW¼SE¼; and N½S½NE¼NW¼SE¼; and S½SE¼NE¼NW¼SE¼
Section 25: E½NE¼; and SE¼; and SW¼NW¼
Section 26: NW¼; and N½SW¼; and W½NE¼; and SE¼NE¼; and E½SE¼
Section 27: SE¼SW¼; and SW¼SE¼
Section 34: E½W½; and SE¼; and NW¼NE¼; and S½NE¼
Section 35: W½SW¼; and SW¼NW¼; and E½NE¼
Section 36: S½SE¼; and NW¼SE¼
Containing 6,020 acres, more or less
This mortgage deed subject to all prior liens and encumbrances of record.

This page is attached to and forms a part of a mortgage deed, dated this first day of September, 1982, to the same extent as if it were set out in full therein, and is identified therewith by the following signatures:

Vernon A. Mrak

Marian A. Mrak

4.38

Released BK 13 RLS. PG. 622

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 KENNETH W. BREWER and DIANE M. BREWER, husband and wife,

residing in SUBLETTE County, Wyoming, whose post office address is P.O. BOX 369 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*
9/17/82	$ 50,000.00	13.5%	9/17/2015

(The interest rate for limited re... e farm ownership or limited resource operati... loan(s) secured by this instrument will be increased after 3 years, as provid... in the Farmers Home Administration regulation... and the note.)

And the note evidences a loan to ...rrower, and the Government, at any time, m... gn the note and insure the payment thereof pursuant to the Consolid... l Farm and Rural Development Act, or Title ...he Housing Act of 1949 or any other statute administered by the Farm... Home Administration;

And it is the purpose and intent ... this instrument that, among other things, at ...nes when the note is held by the Government, or in the event the Gove... ent should assign this instrument without i... ...e of the note, this instrument shall secure payment of the note; but w... the note is held by an insured holder, this ins... ...ent shall not secure payment of the note or attach to the debt eviden... ereby, but as to the note and such debt shall ... ...stitute an indemnity mortgage to secure the Government against loss und... insurance contract by reason of any default b... Borrower;

And this instrument also secures ... recapture of any interest credit or subsidy wh... may be granted to the Borrower by the Government pursuant to 42 U.S.... §1490a.

NOW, THEREFORE, in consider... of the loan(s) and (a) at all times when the ... held by the Government, or in the event the Government should ass... his instrument without insurance of the pay... of the note, to secure prompt payment of the note and any renewa... extensions thereof and any agreements conta... therein, including any provision for the payment of an insurance or o... harge, (b) at all times when the note is held ... an insured holder, to secure performance of Borrower's agreement h... to indemnify and save harmless the Governm... against loss under its insurance contract by reason of any default by ... rower, and (c) in any event and at all times ... ure the prompt payment of all advances and expenditures made by the ...overnment, with interest, as hereinafter des... and the performance of every covenant and agreement of Borrower ...ained herein or in any supplementary agr... t, Borrower does hereby grant, bargain, sell, convey, mortgage, and as... unto the Government the following proper... ated in the State of Wyoming,

County(ies) of Sublette:

Lot 1, 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 all mineral rights of prior record; SUBJECT TO Protective Covenants for Redstone First and Second Additions to the Town of Pinedale recorded in the office of the County Clerk 3/28/78 in Book 3 of Miscellaneous, page 678.

192732

RECORDED Dec 16 1982 3:42 M
IN BOOK 38 PAGE 438
FEES $10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 proper[illegible]red as required by and under insurance polic[illegible]roved by the Government and, at its request, to deliver such polici[illegible]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 could and will be done without affecting the lien or the priority of this instrument, 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 and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without further evidence and without notice of hearing 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 assign and deliver 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 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 any foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by credit on 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) preventing 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) refuse to negotiate for the sale or rental of the dwelling or will to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling to anyone because of race, color, religion, sex, or national origin, and 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 17th day of September, 19 82.

Kenneth W. Brewer
Kenneth W. Brewer

Diane M. Brewer
Diane M. Brewer

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me by Kenneth W. Brewer and Diane M. Brewer

_____, _____,

_____, this 17th day of

September, 19 82.

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

Assigned Bk 4c pg 13
Released Bk. 14 Rel e Pg. 218, 219, 220, 221

MORTGAGE DEED

CACHE VALLEY EXCHANGE, INC. (A Utah Corporation) mortgagor, of Cache County, State of Utah, to secure the payment of One-Hundred-Thousand and No/100 Dollars, due at various dates within one year from date hereof with interest from September 2, 1982 at various interest rates per annum, payable at various intervals evidenced by Three promissory notes, of even date herewith, do hereby mortgage to:

DAVID L. PHILLIPS and BETTY PHILLIPS, husband and wife,
JAMES L. SMART and IRENE B. SMART, husband and wife, and
MOUNTIAN WEST FACTORING, INC. (A Utah Corporation)

mortgagee, whose address is 550 North Main, Suite #220, Logan, Utah 84321, the following described real estate, situated in the County of Sublette, in the State of Wyoming, to wit:

LEGAL DISCRIPTION

A track of Land Located in the SW 1/4 NE 1/4 Section 29, Township 38 N, Range 113 West of the 6th P.M., Sublette County, Wyoming, more perticuliar discribed as follows:

Beginning at Corner No. 1, which lies N. 78 42' W., a distance of 2842.4 feet from the West Quarter Corner of Section 28 T. 38. N., R. 113 W., 6th P.M., and being on the right of way of U.S. Highway 187, and the point of Beginning of this traverse; thence North Easterly 250 feet to Corner No. 2; thence South Easterly and parallel with Highway right of way 350 feet to Corner No. 3; thence South Westerly 250 feet to Corner No. 4, being a point on U.S. Highway No. 187 right of way; thence North Westerly 350 feet, more or less, along said right of way to Corner No. 1, the point of beginning and containing an area of 2.00 acres, more or less:

Together with all improvements and appurtenances thereunto appertaining; SUBJECT TO prior mineral reservations of record; and SUBJECT To rights of ingress and egress to prospect for, mine and remove said minerals.

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 Two-Hundred-Thousand and No/100 Dollars during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the 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 legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including attorney's fees.

Dated this 2ND day of SEPTEMBER A.D. 1982.

~~In the presence of~~

NO CORPORATE SEAL

Cache Valley Exchange, Inc
by: Daniel Anderson
its: President

STATE OF Utah)
) ss.
COUNTY OF Cache)

On the 2nd day of September A.D. 1982 personally appeared before me Daniel L. Anderson who, being by me duly sworn, did say that he is the President respectively of the Cache Valley Exchange, Inc., and that the said instrument was signed in behalf of said corporation by authority of the board of directors and the aforesaid officers acknowledged to me that said corporation executed the same.

Notary Public

Commission expires: 4/1/86

Residing in Paradise, Utah

192712

RECORDED Sept 20 1982 1:00 PM
IN BOOK 336 Misc
FEES $6.50 Carol Clark COUNTY CLERK
ITE COUNTY, PREUDALE, WYOMING
by Donald M. Kerr

444

Position 5

US DA FmHA
Form FmHA 427.1 WY
(Rev. 6-12-81)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by JOHN M. ROW AND DIANE C. ROW, husband and wife

residing in SUBLETTE County, Wyoming, whose post office address is P.O. BOX 519 BIG PINEY, Wyoming 83113, 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*
9/22/82	$50,000.00	13.5%	9/22/2015

(The interest rate for limited re... farm ownership or limited resource operat...n(s) secured by this instrument will be increased after 3 years, as provided ...n the Farmers Home Administration regulati... the note.

And the note evidences a loan to ...rower, and the Government, at any time, may ...ign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title ... the Housing Act of 1949 or any other statute administered by the Farmers Home Administration;

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

And this instrument also secures ... 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 and any renewals, extensions thereof and any agreements contained herein, including any provision for the payment of an insurance charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement 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 prompt 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 properties situated in the State of Wyoming,

County(ies) of SUBLETTE:

Lot 10 of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming, as the same appears on the official plat or map thereof filed in the office of the County Clerk and Ex-officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to reservations for mineral reservations of record; and to covenants, conditions and restrictions of the Declaration of Restrictive Covenants of Guio Third Addition to Big Piney, Wyoming, recorded May 2, 1979 in Book ... of Miscellaneous, page 295, office of the County Clerk.

Rise Book 12 Page 566

RECORDED [illegible] 19 83 at 2:00 P M
IN BOOK 50 PAGE 444
FEE $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 assumed 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 or the priority of this instrument, under this instrument. Any and all this can and will be done without affecting the or debt secured by this instrument borrower's or any other party's liability to the Government for payment of the note Government—whether once or often unless the Government says otherwise in writing; HOWEVER, applicable law, shall not be a waiver of exercising any right or remedy under this instrument, or otherwise afforded by 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 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 die or be declared incompetent or an insolvent, or make an assignment for the benefit of creditors, the Government, 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 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, have a receiver appointed for the property, with all powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to convey all or any part of the property 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: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens 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 election, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a creditor and may pay the Government's share of the purchase price by credit on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower waives all appraisement laws, to the extent permitted by law providing for valuation or appraisal of the property, (b) postponement or limiting the amount thereof or the time within which such sale may be made, (c) any statute of limitations, (d) allowing any right of redemption or possession or other conditions which the Government may by regulation impose, including the requirement that prior to obtaining 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 is for the purchase, construction or repair of property to be used as a dwelling ("the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) Borrower or anyone authorized to act for Borrower will, after receiving a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) [redacted] instrument shall be subject to the present [redacted] of the Farmers Home Administration [redacted] future regulations not inconsistent with the express provisions he[illegible]

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

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

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

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

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 22nd day of September, 19 82.

John M. Row

Diane C. Row

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JOHN M. ROW and DIANE C. ROW

, ,

, this 22nd day of

September, 19 82.

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

448 Rel'd Bk 1379 296

Reception No. Recorded

THIS INDENTURE, Made this 21 day of September

1982 between WILLIAM ROBERT TANNER and HELEN R. TANNER, husband and wife,

of the County of Sublette

and State of Wyoming 83113 of the first part, and

Colorado National Leasing, Inc., a Colorado corporation,

of the County of Jefferson,

and State of Colorado , of the second part,

whose legal address is Building 51, Suite 150, 14142 Denver West Parkway, Golden, CO 80401

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of $10.00 and other valuable consideration including the entry into Equipment Lease No. 83601 between Marbleton Inn, a Partnership, and party of the second part (hereinafter the "Lease"), do hereby grant, bargain, sell, and convey unto the said party of the second part, its successors and assigns, the following described lot or parcel of land situate, lying, and being in the County of Sublette, State of Wyoming, to-wit:

Lots 7, 8, 9, 10, 11 and 12, Block 48,
MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging forever; Provided always, that if the party of the second part, its successors or assigns, shall be fully paid and all other obligations under the Lease in favor of the party of the second part shall be performed according to the tenor and effect of said lease, including payment of total rental of $93,451.20, payable in 60 equal monthly installments of $1,557.52, commencing on or about October 1, 1982, and parties of the first part shall in the meantime keep and perform the covenants and agreements herein contained, then these presents shall be null and void, otherwise remain in full force and effect.

That the said parties of the first part, for themselves, their heirs, executors, and administrators, for the consideration aforesaid, covenant and agree to and with the said party of the second part, its successors and assigns, that they hold the said premises by title in fee simple; that the same are free and clear of all liens and encumbrances, except mortgage in the original principal sum of $41,000.00 recorded March 18, 1976, in Book 27 of Mortgages at page 471 and re-recorded March 25, 1976, in Book 27 of Mortgages at page 486 of the County of Sublette, Wyoming, real property records, and any taxes not yet due and owing.

that they will pay in due season all taxes and assessments levied on said premises, and will keep the buildings now and hereafter erected thereon insured, for the benefit of the said party of the second part, its successors, ~~heirs, executors, administrators~~ and assigns; that they will pay the costs and attorney's fees incurred by said party of the second part, its successors, ~~heirs, executors, administrators~~ and assigns in any foreclosure action, other suit or proceeding, by reason hereof; and that upon default in any obligation under the Lease, or any part thereof, or upon the breach of any of the covenants or agreements herein contained; the whole of the obligations which are secured hereby may at the option of the party of the second part become due and payable, and this mortgage may be forthwith foreclosed.

192798

RECORDED Book 223 1982 8:00 A M
IN BOOK 2 Misc PAGE 448
FEES $4.00 Paid
SUBLETTE COUNTY, WYOMING
COUNTY CLERK

IN WITNESS WHEREOF The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

William Robert Tanner, Husband [SEAL]

Helen R. Tanner, Wife [SEAL]

STATE OF COLORADO
State of Wyoming
County of Sublette

The foregoing instrument was acknowledged before me this 21st day of September 1982 by William Robert Tanner and Helen R. Tanner, husband and wife,

My commission expires 9/1/85 Witness my hand and official seal.

Notary Public

MORTGA[redacted]D—FORM NO. 4½ [redacted] THE [redacted] LARAMIE, WYOMING 82070

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM R. EVANS aka DICK EVANS and R. HELEN EVANS aka Helen Evans

Big Piney, Wyoming 83113

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Fifty 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, 120 monthly payments in the amount of $955.89

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming

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

Lots 22, 23, and 24, Block 36, Marbleton Townsite,
Sublette County, Wyoming.

192500

RECORDED September 23 1982 8:00 AM
IN BOOK 38 Misc PAGE 449
FEES $6.00 Carol Yost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Evans

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 $55,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagorS shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 20th day of July A. D. 19 82.

In the presence of

William R. Evans
R. Helen Evans

21-85 Rlse Book 12, Page 582

4/49

4/52

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by William R. Evans, R. Helen Evans, this 20th day of July, 1982.

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 Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE [redacted] —FORM NO. 4½ [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Edward Scott Mackie and Carol Jane Mackie, husband and wife.

mortgagor s., of Sublette County, State of Wyoming, to secure the payment of ---Fourteen thousand six hundred and no/100---------- Dollars, due September 20, 1989 with interest from 9/17/82 at the rate of 17 per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to

The State Bnak of Big Piney

mortgagee, whose address is 440 Budd Ave.
Big Piney, WY 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) Friendly Creek Subdivision, as the same appear 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 Covenants and Restrictions recorded in the office of the County Clerk, Sublette County, Wyoming, on 5/11/82, in Book 40 of Miscellaneous, page 589

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM, NO PROPOSED DOMESTIC WATER SOURCE, NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

192601

RECORDED September 23 1982 8:00 A M
IN BOOK 38 Misc PAGE 451
FEE $6.00 Lois J Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Atkins

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 it'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, as attorney's fees.

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

Dated this 17th day of September A. D. 19 82 .

In the presence of

x Edward Scott Mackie

x Carol Jane Mackie

Mtge Bk 12 pg 26

615

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Edward Scott Mackie, Carol Jane Mackie,

this 17th day of September, 19 82.

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 } 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, $

MORTGAGE DEED — FORM NO 4½ [redacted] [redacted] [redacted] THE BILLS COMPANY [redacted] 14130B

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JACK W. CASSLE and FRANCES E. CASSLE, husband and wife

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of --One Hundred Twenty 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 monthly payments in the amount of $2,085.58 commencing October 15, 1982

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

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

The land referred to in this policy is situated in the State of Wyoming
County of Sublette and is described as follows:

THAT PART OF THE SW¼NW¼ SECTION 36, T. 30 N., R. 112 W., OF THE 6TH P.M.,

SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Commencing at a corner identical with the southwest corner of that tract of record in the Office of the Sublette County Clerk in Book 10 of Deeds, page 45, N.12°31'E., 645.25 feet from the west one-quarter corner of said Section 36 where is found a 10"x8"x12" quartzite stone marked ¼ on west; thence, N.87°57'E., 202.5 feet along the south line of said tract to the Corner of Beginning; thence, continuing N.87°57'E., 355.34 feet along said south line to the southeast corner of said tract; thence, N.02°03'W., 356.18 feet along the east line of said tract to the northeast corner of said tract on the south right-of-way line of Milleg Lane; thence, N.81°49'W., 246.66 feet along the north line of said tract and said right-of-way line to a point; thence, S.87°57'W., 112.60 feet along said north line and said right-of-way line to a point; thence, S.02°03'E., 400.00 feet to the Corner of Beginning.

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 $120,000.00 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 September A. D. 19 82.

In the presence of

(X) Jack W. Cassle
(X) Frances E. Cassle

19:2302

Lease 251 Pg 83

RECORDED Sept 23 1982 8:00 AM
IN BOOK 38 Misc PAGE 453
FEES $6.00 Jan J Yost COUNTY CLERK
SUBLETTE COUNTY [illegible], WYOMING
by Deputy [illegible]

4/33

454

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Jack W. Cassle,
Frances E. Cassle,
this 15th day of September, 1982.

Witness my hand and official seal.

Notary Public
Signature

My Commission Expires: September 1, 1985

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, $____

THIS MORTGAGE, ASSIGNMENT OF PRODUCTION AND FINANCING STATEMENT, dated as of August 25, 1982, among BACKER RESOURCES, INC. (the "Company"), 999 W. Hastings Street, Suite 1280, Vancouver, British Columbia, V6C 2X2 and THE FIRST NATIONAL BANK OF DENVER, a national banking association, 633 Seventeenth Street, Denver, Colorado, 80202 (the "Bank").

RECITALS:

1. The Company has duly authorized the borrowing of not in excess of $500,000 from the Bank and the mortgaging to the Bank of certain of its properties as security for the payment thereof.

2. The Company proposes to make borrowings under a certain Secured Term Loan Credit Agreement with the Bank dated as of August 25, 1982 (the "Credit Agreement", said Credit Agreement being incorporated herein by reference), such borrowings to be evidenced by a promissory note of the Company (the "Note") substantially in the following form:

(Form of Note)

$500,000 August 25, 1982

For value received, the undersigned hereby promises to pay to the order of THE FIRST NATIONAL BANK OF DENVER (the "Bank"), at its principal banking office at 633 Seventeenth Street, Denver, Colorado 80202, the principal sum of Five Hundred Thousand Dollars ($500,000) in thirty-nine (39) principal installments in immediately available funds on the first day of

192819

RECORDED September 24 1982 9:22 AM
IN BOOK 38 Mtg PAGE 455
FEES $5.75 Sandy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

Assigned Bk 40 Mtg Pg 416 amended 9/16/84 see U-18119

Released Bk. 15 Rel @ Pg. 433

each month as follows: commencing April 1, 1983, principal installments shall be made in the amount of $12,078; commencing January 1, 1984, principal installments shall be made in the amount of $12,305.25; commencing January 1, 1985, principal installments shall be made in the amount of $13,810.33; and commencing January 1, 1986, and ending June 1, 1986, principal installments shall be made in the amount of $12,985.17, and to pay interest from the date hereof on the aggregate principal amount hereof from time to time outstanding, in like money, at said office, monthly on the first day of each month and at the maturity hereof (whether by acceleration or otherwise), commencing September 1, 1982, at a fluctuating interest rate per annum equal to 2% per annum above the prime rate of the Bank in effect from time to time announced publicly by the Bank as its prime rate, each change in such fluctuating interest rate to take effect simultaneously with the corresponding change in the Bank's prime rate. Such interest shall be calculated on the basis of 360 days. Prepayments of principal, if any, shall be applied to principal installments of the Note in the inverse order of maturities.

This promissory note is the Note referred to in, and is entitled to the benefits of, the Secured Term Loan Credit Agreement dated as of August 25, 1982, between the undersigned and the Bank, to which Credit Agreement reference is made for a description of the rights of prepayment, the events of default and the rights of acceleration of maturity in the event of default. Such Note evidences term loans made or to be made to the undersigned by the Bank, and secured by a Mortgage, Assignment of Production and Financing Statement, a copy of which is held by the Bank's Energy Department, to which reference is hereby made for a description of the property thereby mortgaged, the nature and extent of the security and the rights of the holder of this Note and the undersigned in respect of such security.

Should indebtedness represented by this Note or any part hereof be collected at law or in equity or in bankruptcy, receivership or other court proceedings or this Note be placed in the hands of attorneys for collection after default, the undersigned agrees to pay, in addition to the principal and interest due and payable thereof, reasonable attorneys' and collection fees.

BACKER RESOURCE INC.

By: D M Mercier

Title: PRESIDENT

3. All acts necessary to make the Note, when executed and delivered by the Company, the valid obligations of the Company and to constitute this Mortgage, Assignment of Production and Financing Statement a valid mortgage, assignment of production and financing statement and contract for the security of the Note in accordance with their respective terms, have been done;

NOW, THEREFORE, in consideration of the premises and of the debt herein mentioned, and in order to secure the payment of the Note and the performance of all other obligations of the Company under the Credit Agreement and the performance of the covenants therein and herein contained, the Company has granted, bargained, sold, conveyed, assigned, pledged, mortgaged and hypothecated, and by these presents does grant, bargain, sell, convey, assign, pledge, mortgage and hypothecate unto the Bank, its successors and assigns, the following described properties, rights and interests (the "mortgaged property"), namely:

CLAUSE I

The interests specified in Exhibit A, hereto attached and hereby made a part hereof, in and to the oil, gas and mineral leases and leasehold estates which are described in Exhibit A (as the same may be hereafter enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances thereon).

CLAUSE II

All of the Company's right, title and interest in, to and under or derived from, any unitization and pooling agreements, and the units heretofore or hereafter created thereby (including all units formed under orders, regulations, rules or other official acts of any Federal or State governmental agency having jurisdiction), relating to the leasehold or other interests specified in these Granting Clauses.

CLAUSE III

The interests specified in Exhibit A in and to all leasehold and other interests, insofar as the same cover or relate to any lands described or referred to in said Exhibit A, even though such leasehold or other interests be incorrectly described or referred to, or a description thereof be omitted, in said Exhibit A, together with such specified interests in and to the tenements, hereditaments and appurtenances thereto in anywise appertaining or belonging; and, to the extent permitted by law and subject to the rights of the Company hereinafter set forth, a like interest in all the rents, income, proceeds and profits thereof and relating thereto; all oil, gas and other minerals in or under any of said lands attributable to the interests specified in Exhibit A to which the Company is entitled and a like interest in all accounts arising from the sale thereof; and a like interest in and to all personal property, now or hereafter situated on any of said lands and used in connection therewith

(excluding drilling rigs, trucks, automotive equipment or other equipment or other personal property taken to the premises for the purpose of drilling a well or for other similar temporary uses) to which the Company is, or at any time may be, entitled, including all oil or gas wells, all oil or gas well supplies, all buildings, compressors, towers, pumping units, derricks, pipe lines, gathering systems, tanks, casing, tubing, rods, line pipe, telephone lines, machinery, tools, supplies and other equipment.

It is expressly provided that there shall be excluded from the operation of the foregoing Clauses I, II and III any interest which the Company has retained or which is not expressly described in Exhibit A and any additional leasehold or other interest in or relating to any of the lands described in said Exhibit A or in the production therefrom or allocable thereto or in the personal property thereon or used in connection therewith which the Company may now hold for itself or third parties or which it may hereafter acquire, said Clauses I, II and III being limited to the interests of the Company in the various properties described and as set forth in said Exhibit A (as the same may be hereafter enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances thereon), but including any extensions or renewals affecting the interests described in said Exhibit A.

TO HAVE AND TO HOLD the mortgaged property unto the Bank, its successors and assigns.

UPON CONDITION that, unless and until the happening of any event of default (as defined in ARTICLE IV) hereunder, the Company, its successors and assigns, shall have the exclusive right to the possession of the mortgaged property and to administer, operate and receive the rents, income, proceeds and profits from the properties, rights and interests constituting the mortgaged property, and to gather and sell and dispose of, free from the lien created hereby, all oil, gas and minerals produced therefrom or received on account thereof;

AND subject to the covenants and conditions hereinafter set forth.

ARTICLE I

Indebtedness Secured and Definitions

Section 1.1. This is intended as a Mortgage, Assignment of Production and Financing Statement and is executed and delivered by the Company to secure and enforce its indebtedness below described:

A. The indebtedness evidenced by the Note under the Credit Agreement with interest as therein provided.

B. All other indebtedness of the Company arising pursuant to the provisions of the Credit Agreement and/or this Mortgage, Assignment of Production and Financing Statement.

C. All renewals and extensions, in whole or in part, of the Note or of any other indebtedness described or referred to in this Article.

Section 1.2. For all purposes of this instrument, unless the context otherwise requires:

A. "This Mortgage, Assignment of Production and Financing Statement" shall mean this instrument as originally executed or as it may from time to time be supplemented or amended by one or more amendments or indentures supplemental thereto.

B. All references herein to "Articles," "Sections," and other subdivisions refer to the corresponding Articles, Sections and other subdivisions of this instrument, unless otherwise indicated; and the words "herein," "hereof," "hereby," "hereunder" and words of similar import, refer to this instrument as a whole and not to any particular Article, Section or subdivision hereof.

C. Unless otherwise indicated, the following terms shall have the following respective meanings:

1. "the Note," the meanings stated in Recital 2;

2. "the mortgaged property," the meaning stated in the grant herein; and

3. "event of default," the meaning stated in Section 4.1.

D. "Corporation" shall include any voluntary association, joint stock company, business trust or similar organization.

ARTICLE II

Particular Warranties, Representations and Covenants

Section 2.1. The Company hereby represents, warrants and covenants as follows:

A. The Company has all necessary power and authority to execute and deliver this instrument, and the ownership by the Company of the mortgaged property, the execution and delivery of this instrument and compliance with the provisions hereof will not contravene any provisions of law or of the Company's charter or by-laws or partnership agreement, as the case may be, or of any indenture or other agreement or instrument to which the Company is a party or by which it or its property may be bound or affected.

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B. In the execution and delivery of this instrument the Company is not subject to the consent or approval of any regulatory authority or governmental body.

C. The Company has good and defensible title to and is possessed of the properties, rights and interests referred to or described in Exhibit A to the extent stated therein; all of said properties, rights and interests are free of any and all liens, charges or other security interests or encumbrances of any kind or nature, other than as permitted hereby; the Company has full power and lawful authority to grant, bargain, sell, mortgage, pledge, assign, transfer and convey all of said properties, rights and interests in the manner and form hereby done or intended; and all rentals and royalties due and payable under the petroleum, natural gas and or mineral leases and all other properties, rights and interests specifically described or referred to in said Exhibit A have been duly paid or provided for and all of said leases, properties, rights and interests are in full force and effect. Subject to encumbrances permitted hereby, the Company will warrant and defend the title to said properties against the claims and demands of all other persons whomsoever, and will maintain and preserve the lien hereby created so long as any of the indebtedness hereby secured remains unpaid. Should an adverse claim be made against or cloud develop upon the title to any part of said properties (other than a claim or cloud which, if valid, would be a permitted encumbrance), the Company agrees to immediately defend against such adverse claim or take appropriate action to remove such cloud at the Company's cost and expense, and the Company further agrees that the Bank may take such action as it deems advisable to protect and preserve its interests in said properties, and in such event the Company will indemnify against any and all costs, attorney's fees and other expenses which the Bank may incur in defending against any such adverse claim or taking action to remove any such cloud.

Section 2.2. The Company covenants and agrees with the Bank that, so long as any part of the Note or any other amount remains unpaid under the terms of the Credit Agreement, unless the Bank shall otherwise consent in writing:

A. The Company will maintain in good standing its corporate franchise in the State of its incorporation, and will be and remain duly qualified to do business and own

property in the States where necessary for the conduct of its operations, and will promptly pay all franchise and other taxes owing by it.

B. The Company will, on request of the Bank, promptly correct any defect, error or omission which may be discovered in the contents of this instrument or in the execution or acknowledgment hereof, and will execute and deliver such further instrument and do such further acts as may be necessary or as may be reasonably requested by the Bank to carry out more effectively the purposes of this instrument and to subject to the lien hereby created any of the Company's properties, rights or interests covered or intended to be covered hereby, and to perfect and maintain such lien.

C. The Company will duly and punctually pay each and every obligation owing on account of the Note or any other amount under the Credit Agreement in accordance with the terms thereof.

D. The Company will from time to time pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges or levies legally imposed upon the mortgaged property or any part thereof, or upon the proceeds therefrom, or incident to or in connection with the production of oil, gas or minerals therefrom, or the operation and development thereof, the lien whereof might or could be held prior to the lien hereby created, so that the same shall not fall into arrears and so that the priority of the lien hereby created shall be duly preserved. The Company will not suffer or permit any lien or encumbrance of whatsoever kind or nature, not referred to herein and expressly permitted hereby, to be created or to remain upon the mortgaged property or any part thereof, or the rents, income or profits thereof, whether prior or junior to or ranking equally with the lien hereby created, and will not knowingly do or suffer any matter or thing whatsoever to be done or to continue whereby the lien hereof might or could be impaired. Nothing in this Section contained shall, however, require the Company to pay or cause to be paid any tax, assessment, levy or governmental charge or other claim so long as the same is not delinquent or can be paid without penalty or interest or so long as the Company in good faith shall contest the validity thereof by appropriate legal or administrative proceedings, provided that forfeiture of any part of the mortgaged property will not result from any failure to pay such tax, assessment, levy, charge or other claim while the validity thereof is being contested.

E. The Company will at its own expense do or cause to be done all things necessary to preserve and keep in full repair, working order and efficiency all the mortgaged property, including, without limiting the generality of the foregoing, all equipment and machinery, and from time to time will make or cause to be made all needful and proper repairs, renewals and replacements so that at all times the state and condition of the mortgaged property shall be fully preserved and maintained.

F. The Company will promptly pay and discharge, or cause to be paid and discharged, all rentals, delay rentals, royalties, overriding royalties, payments out of production and other indebtedness or obligations accruing under, and perform or cause to be performed each and every act, matter or thing required by, each and all of the leases, agreements and contracts included in or affecting the mortgaged property, and will do all other things necessary to keep unimpaired the Company's rights thereunder and prevent any forfeiture thereof or default thereunder. The Company, while so entitled pursuant to the terms hereof, will operate or cause to be operated the mortgaged property in a diligent, careful and efficient manner and in compliance with all applicable proration and conservation laws and all applicable rules and regulations of every agency and authority, whether State, Federal or municipal, from time to time constituted to regulate the development and operation of oil and gas properties and the production and sale of oil and gas therefrom.

G. The Company will at all times keep or cause to be kept its property which is of an insurable nature and of the character usually insured by companies operating properties similar to the property of the Company, insured against loss or damage by fire and from other causes customarily insured against by similar companies and in such relative amounts as are usually insured against by such companies. The Company will also at all times maintain or cause to be maintained adequate insurance against loss or damage from such hazards and risks to the person and property of owners as are usually insured against by companies operating properties similar to the properties of the Company. All such insurance shall be carried with insurers of good standing.

H. The Company will permit the Bank or its agents at all reasonable times to enter upon the mortgaged property or any part hereof for the purpose of inspecting the condition and operation thereof.

I. The Company will promptly and (insofar as not contrary to applicable law) at its own expense record and rerecord and file and refile this instrument and every other instrument in addition or supplemental hereto that shall be required by law in order to perfect and maintain the lien intended to be created hereby, in such manner and places and within such times as may be necessary to perfect and maintain such lien and preserve and protect the rights and remedies of the holder of the Note, and will furnish satisfactory evidence of every such recording and filing to the Bank.

J. The Company will not after the date hereof create, assume or incur, or suffer to be created, assumed or incurred, any mortgage, lien, assignment of production, charge, security interest, conditional sale or other title retention agreement, or encumbrance of any kind upon any interest in property described in Exhibit A hereto; excluding, however, from the operation of this Subsection:

1. encumbrances securing an obligation of the Company to pay its proportionate share of the costs of development and operation of the property involved and arising by operation of law or as an incident to any present or future operating, farmout, unitization, communitization, or pooling agreement (or any other agreement relating to operations), or assignment or sublease;

2. liens for property taxes not delinquent and liens for taxes which in good faith are being contested or litigated;

3. mechanics', carriers', workmen's, repairmen's or other like liens arising in the ordinary course of business securing obligations which are not overdue for a period of 60 days, or which are in good faith being contested or litigated;

4. pledges or deposits made to secure obligations under workmen's compensation laws or similar legislation; pledges or deposits made to secure performance in connection with bids, tenders, contracts (other than contracts for the payment of money) or leases to which the Company is a party; pledges or deposits made to secure public or statutory obligations of the Company; deposits to secure surety, appeal or custom bonds to which the Company is a party; and leases made, or existing on property acquired, in the ordinary course of business; and

5. liens created by or resulting from any litigation or legal proceeding which is currently being contested in good faith by appropriate proceedings.

K. The Company will not sell, convey, assign or sublease the mortgaged property or any part thereof. However, the Company shall, at any time and from time to time, without the consent of the Bank, be permitted to enter into any pooling or unitization agreement whereby any portion of the mortgaged property is pooled or unitized with other lands, leases and properties to form a drilling, proration or production unit, or to revise any existing pooling or unitization agreement involving or relating to any portion of the mortgaged property. After any pooling or unitization therein authorized, the lien of this Mortgage, Assignment of Production and Financing Statement shall apply to the interest of the Company in the unitized acreage accruing or attributable to such portion of the mortgaged property as is included within such pool or unit.

Section 2.3. The Company agrees that if it fails to perform any act which hereunder it is required to perform, or to pay any money which hereunder it is required to pay, the Bank may, but shall not be obligated to, perform or cause to be performed such act and may pay such money, and any expenses so incurred by the Bank, and any money so paid by the Bank, shall be a demand obligation owing by the Company and shall bear interest at a rate per annum equal to the interest rate applicable to Note on the date of making of such payment, from said date until paid, and shall be part of the indebtedness hereby secured, and the Bank shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment.

ARTICLE III

Release of Property and Defeasance

Section 3.1. No release of any part of the mortgaged property shall in any way alter, vary or diminish the force, effect or lien of this instrument on the balance of the mortgaged property.

Section 3.2. If all indebtedness secured hereby be finally paid as the same becomes due and payable, then and in that case only, this Mortgage, Assignment of Production and Financing Statement shall become null and void and the mortgaged property shall become wholly clear of the lien and conveyance created hereby, and such lien shall be released in due form at the cost of the Company. Otherwise, the Mortgage, Assignment of Production and Financing Statement shall remain and continue in full force and effect.

ARTICLE IV

Remedies in Event of Default

Section 4.1. In case any one or more of the following "events of default" shall occur and shall not have been remedied:

A. an event of default shall occur or exist and be continuing under the Credit Agreement;

B. the Company or Backer Resources, Ltd. ("BR") shall (1) become insolvent or be unable to pay its debts as they mature, (2) apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, (2) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, (4) make a general assignment for the benefit of credit-

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ors, (5) file a petition or an answer seeking reorganization, or an arrangement with creditors or to take advantage of any insolvency law, or (6) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganizaion or insolvency proceeding; or

C. An order, judgment or decree shall be entered, without the application, approval or consent of the Company or BR, by any court of competent jurisdiction, approving a petition seeking reorganization of the Company or BR or appointing a receiver, trustee or liquidator of the Company or BR or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days (any analogous grace period provided by the Credit Agreement to run concurrently with the grace period provided by this clause);

then and in any such event (other than an event set forth in clauses B. and C. of this Section), the Bank at its discretion may, by notice to the Company, declare the Note then outstanding hereunder and interest accrued thereon and all liabilities of the Company hereunder and under the Credit Agreement due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, and the Bank may, by written or telegraphic notice to the Company terminate its Commitment under the Credit Agreement; and in the event of any Event of Default under clause B. or C. of this Section 4.1, the Note outstanding hereunder and all fees and other amounts accrued hereunder shall immediately and forthwith become due and payable and the Commitment shall immediately and forthwith be terminated, all without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Company; and anything herein or in the Note to the contrary notwithstanding, the

Bank may immediately, and without expiration of any period of grace, enforce payment of all liabilities of the Company hereunder, under the Note, and under the Credit Agreement.

Section 4.2. If the entire unpaid principal of and interest on the Note shall have become due and payable, whether at the final maturity date thereof or prior thereto, and shall not have been paid, the Bank shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performace of any covenant or agreement contained herein or in the Credit Agreement or in aid of the execution of any power herein or therein granted, or for any foreclosure hereunder or the sale of the mortgaged property under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver or receivers, or for the enforcement of any other appropriate legal or equitable remedy. All costs and expenses (including attorneys' fees) incurred by the Bank in protecting and enforcing its rights hereunder or under the Credit Agreement shall constitute a demand obligation owing by the Company and shall bear interest at a rate per annum equal to the interest rate applicable to Note on the date on which the entire unpaid principal of and interest on the Note shall have become due and payable as aforesaid, from said date until paid, all of which shall constitute a portion of the indebtedness secured by this instrument.

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Section 4.3. If the entire unpaid principal of and interest on the Note shall have become due and payable, whether at the final maturity date thereof or prior thereto, and shall not have been paid, the Company agrees that the Bank shall be entitled forthwith to receive, and hereby bargains, sells, assigns and conveys to the Bank, its successors and assigns, all proceeds from oil, gas and other minerals, and all oil, gas and other minerals which then are or thereafter would be receivable by the Company by virtue of the leases, units and agreements, or interests therein, included in the mortgaged property; and all parties producing, purchasing or receiving oil, gas or minerals from any properties covered by such leases, units or agreements, or having in their possession oil, gas or minerals or proceeds therefrom, for which they or others are accountable to the Bank by virtue of the provisions of this Section, are authorized and directed to treat and regard the Bank as the assignee and transferee of the Company and entitled in its and his place and stead to receive said oil, gas and other minerals and said proceeds from oil, gas and other minerals upon receipt of the Bank's written request to that effect and its certificate that the entire unpaid principal of and interest on the Note have become due and payable and have not been paid, and said parties, and each of them, shall be fully protected in relying upon any such request and any such certificate of the Bank, and, upon the receipt

thereof, the Bank shall have the right and power, in the ordinary course of business, to sell and dispose of said oil, gas and other minerals. The Company will, at the request of the Bank, furnish to it the names of all parties having in their possession oil, gas or minerals or proceeds therefrom for which they or others are accountable to the Bank by virtue of the provisions of this Section, and the Company will also execute and deliver, as the Bank may direct, any and all assignments, authorizations and other instruments deemed by the Bank to be necessary or desirable for the purpose of further assurance of the assignment and conveyance hereby made and the rights and privileges hereby conferred, and otherwise will do or perform all matters or things necessary or expedient to be done or performed in order to carry out the intent and purposes of this Section. For the purposes of effectuating the conveyance and assignment in this Section made, and of otherwise carrying out the intent and purpose of this Section, the Company agrees, to the full extent that it lawfully may, that the Bank shall have the right and power to enter into and upon and take possession of all or any part of the mortgaged property in the possession of the Company, its successors or assigns, or its agents or servants, and to exclude the Company, its successors or assigns, and its agents or servants wholly or partly therefrom and to hold, use, administer, manage and operate the same to the extent that the Company, its successors or assigns, shall be at the time entitled and in its place and stead. In case of the sale of all or any part of the mortgaged

property or in case the Bank shall be reimbursed for all advances made by it under the Credit Agreement and for all costs and expenses incurred by it thereunder and hereunder and the entire principal of and interest on the Note shall have been paid and discharged together with attorneys' and collection fees, if any, then in any such case the Bank shall assign and convey to the party or parties entitled thereto all of its right, title and interest in and to the proceeds of oil, gas and minerals thereafter payable and oil, gas and minerals thereafter produced from said property which are derived by virtue of the provisions of this Section.

Section 4.4. The proceeds of sale of the mortgaged property and all other moneys received by the Bank hereunder or under the Credit Agreement or in any proceedings for the enforcement hereof or thereof, the application of which has not elsewhere herein been specifically provided for, shall be applied as follows:

First: to the payment of all necessary costs and expenses incident to the enforcement of the Credit Agreement and this Mortgage, Assignment of Production and Financing Statement, including, without limiting the generality of the foregoing, expenses of any entry or taking of possession, of any sale, advertisement thereof, and of conveyances and court costs, compensation of agents and employees and legal fees;

Second: to the payment of the Note and any other indebtedness of the Company secured hereby, and

Third: the remainder, if any, shall be paid to the Company, its successors or assigns.

Section 4.5. The Bank shall have the right to become the purchaser at any sale of the mortgaged property, and if purchasing at any such sale shall have the right to credit, upon the amount of the bid made therefor, the amount payable out of the net proceeds of such sale to the Bank.

Section 4.6. The Company agrees that after an event of default has occurred, the Bank shall as a matter of right be entitled to the appointment of a receiver or receivers, of the Bank's choice, except as may be prohibited by law, for all or any part of the mortgaged property, whether such receivership be incident to a proposed sale thereof or otherwise, and the Company does hereby consent to the appointment of such receiver or receivers and agrees not to oppose any application therefor by the Bank.

Section 4.7. All remedies expressly provided for herein and in the Credit Agreement are in addition to any and all other remedies now existing at law or in equity, and the Bank shall, in addition to the remedies expressly provided for herein, and in the Credit Agreement, be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of the indebtedness hereby secured and the enforcement of the obligations contained herein and in the Credit Agreement and the foreclosure of the lien evidenced hereby, and the resort to any remedy provided for hereunder or under

the Credit Agreement or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 4.8. The Bank may resort to any security given by this instrument or to any other security now existing or hereafter given to secure the payment of any of the indebtedness secured hereby, in whole or in part, and in such portions and in such order as may seem best to the Bank in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or liens created by this instrument or by the Credit Agreement.

Section 4.9. To the full extent that it may lawfully so agree, the Company agrees that it will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of the Credit Agreement or this Mortgage, Assignment of Production and Financing Statement or the absolute sale of the mortgaged property, any part thereof, or the possession thereof by any purchaser at any such sale, but the Company for itself and all who may claim under it, insofar as it now or hereafter lawfully may, hereby waives the benefit of all such laws. The Company, for itself and all who may claim under it, waive, to the extent that it lawfully may, all right to have the mortgaged property marshalled upon any foreclosure hereof.

If any law in this Section referred to and now in force, of which the Company or its successors might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of this Section.

Section 4.10. If any event of default shall have occurred and be continuing, the Company will upon request of the Bank execute and deliver to such person or persons as may be designated by the Bank appropriate powers of attorney to act for and on behalf of the Company in all transactions of the Company with the Bureau of Land Management relating to any of the mortgaged property.

ARTICLE V

Miscellaneous Provisions

Section 5.1. All options and rights of election provided in the Credit Agreement and herein for the benefit of the Bank are continuing, and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option or election at any later date. By the acceptance of payment of any sum secured hereby after its due date, the Bank does not waive the right either to require prompt payment when due of all other sums so secured or to regard as a default the failure to pay any other

sums due which are secured hereby. No exercise of the rights and powers granted herein or in the Credit Agreement and no delay or omission in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised, at any time and from time to time.

Section 5.2. No provision of the Credit Agreement, this instrument or of the Note shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is so provided for, or shall be adjudicated to be so provided for, neither the Company nor its successors and assigns shall be obligated to pay such interest in excess of the amount permitted by law.

Section 5.3. To the extent applicable, this instrument shall be construed also to be a security agreement and a financing statement pursuant to the Uniform Commercial Code as the same may be in force and effect in one or more of the states in which a portion of the mortgaged property is situated. Any notices herein provided for may be mailed, first class postage prepaid, addressed to the Company (at the Company's address) or the Bank at the respective addresses shown on page 1 hereof.

Section 5.4. It is further understood and agreed that if any provision hereof or of the Credit Agreement is invalid or unenforceable in any jurisdiction, the other provisions hereof or

thereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof or thereof shall be liberally construed in favor of the Bank in order to effectuate the provisions hereof or thereof, and the invalidity or unenforceability of any provision hereof or thereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 5.5. The terms, provisions, covenants and conditions hereof shall bind and inure to the benefit of the respective successors and assigns of the Company and of the Bank.

Section 5.6. The fees and expenses of counsel for the Bank, Messrs. Hughes & Dorsey, incurred by the Bank in connection with this transaction are payable by the Company upon demand.

ARTICLE VI

Execution of Instrument in Counterpart

Section 6.1. This Mortgage, Assignment of Production and Financing Statement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Mortgage, Assignment of Production and Financing Statement.

IN WITNESS WHEREOF, the Company and the Bank have executed this instrument on the day and year first appearing above.

ATTEST:

Secretary

BACKER RESOURCES, INC.

By: D W Mercier

Title: PRESIDENT

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PROOF OF EXECUTION BY CORPORATION

I certify that on the 25th day of August, 1982, at Vancouver, in British Columbia, DAVID M. MERCER whose address is 1220 - 999 W Hastings ST. Vancouver, and who is the PRESIDENT of Backer Resources, Inc., personally known to me appeared before me and acknowledged to me that he is the authorized signatory of Backer Resources, Inc. and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it, (and that the corporation existed at the date the instrument was executed by the corporation.)

In testimony of which I set my hand and seal of office at Vancouver this 25th day of August, 1982.

Name

Qualifications

THE FIRST NATIONAL BANK OF DENVER

By: Karen A VanDyke
Title: Corporate Banking Officer

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me this 25th day of August, 1982, by Karen A VanDyke as Corporate Banking Officer of THE FIRST NATIONAL BANK OF DENVER.

WITNESS my hand and official seal.

My commission expires: 2/14/85.

John M Fuccello
Notary Public

Address: FIRST NATIONAL BANK OF DENVER
633 17th STREET
DENVER, CO 80217

JOHN M. FUCCELLO NOTARY PUBLIC STATE OF COLORADO (Notarial Seal)

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EXHIBIT A
to
MORTGAGE, ASSIGNMENT OF PRODUCTION
AND FINANCING STATEMENT
from BACKER RESOURCES, INC.
to THE FIRST NATIONAL BANK OF DENVER

All of the properties, interests and rights granted, conveyed, transferred, assigned, mortgaged, pledged and hypothecated in granting Clauses I, II and III of the Mortgage, Assignment of Production and Financing Statement to which this Exhibit "A" is attached, are sometimes collectively called the "mortgaged property." The Company's revenue interest, as used in this Exhibit "A," is defined as the Company's present interest in the mortgaged property and in the gross production of oil, gas and other minerals from the Parcels described in this Exhibit after giving effect to all valid lessors' royalties, overriding royalties, production payments and outstanding interests in production owned by third parties.

This Exhibit "A" contains the specific descriptions of the mortgaged property located in a particular County in the state of Wyoming.

All references in this Exhibit "A" to an oil, gas and mineral lease, mineral deed, royalty deed or other title instrument are hereby declared to include all instruments of ratification, amendment and reformation, together with the respective records thereof in the appropriate County, if and when filed or recorded, all of which files and records are incorporated herein by reference.

Individual/ Company Backer Resources, Inc.

EXHIBIT "A"

Page 1 of 2

State of Wyoming County of Sublette

Field Name Bird Canyon

Lease Name & Number	Legal Description of Leased Property	Lessor	Lessee	Date of Lease	Recorded Book	Recorded Page	Net Revenue Interest	Wells Names & Location
W-63821	T27N-R111W-6th P.M. Sec. 32: E/2	U.S.A.	Energetics, Inc.	July 1, 1978	Not Recorded		1.1592% R.I.	40-32 C-SE/4 Sec. 32
W-51347	T27N-R111W-6th P.M. Sec. 5: W/2 6: S/2 NE/4, SE/4 7: NE/4 8: NW/4, N/2 SW/4	U.S.A.	True Oil Company	August 1, 1975	Not Recorded		.919656% R.I. 3.3516% R.I. 3.389 R.I. 3.3516% R.I. 3.7944% R.I.	10-5 C-NW/4 Sec. 5 40-6 C-SE/4 Sec. 6 10-8 C-NW/4 Sec. 8 30-8 C-SW/4 Sec. 8 40-7 C-SE/4 Sec. 7
W-34033	T27N-R111W-6th P.M. Sec. 29: NE/4 NE/4	U.S.A.	Energetics, Inc.	May 1, 1972	Not Recorded		1.139697% R.I. 14.224959% R.I.	40-29 C-SE/4 Sec. 29 20-29 C-NE/4 Sec. 29
W-54136	T27N-R111W-6th P.M. Sec. 15: SW/4	U.S.A.	Northwest Exploration Co.	April 1, 1976	Not Recorded		.9504% R.I.	30-15 C-SW/4 Sec. 15
W-35399	T27N-R111W-6th P.M. Sec. 15: NW/4	U.S.A.	Energetics, Inc. et al.	July 1, 1972	Not Recorded		.9504% R.I.	30-15 C-SW/4 Sec. 15

Individual/ Company Backus Resources, Inc.

EXHIBIT "A"

State of Wyoming County of Sublette

Field Name Bird Canyon

Lease Name & Number	Legal Description of Leased Property	Lessor	Lessee	Date of Lease	Recorded Book	Recorded Page	Net Revenue Interest	Wells Names & Location
W-62508	T27N-R111W-6th P.M. Sec. 29: N/2 NE/4, SE/4 NE/4, W/2, SE/4	U.S.A.	Energetics, Inc.	November 1, 1979	Not Recorded		1.1026975% R.I. 1.1592% R.I. 14.22495% R.I.	40-29 [illegible] 10-29 C-NW/4 Sec. 29 20-29 C-NE/4 Sec. 29
W-67808	T27N-R111W-6th P.M. Sec. 6: N/2 NE/4 7: SE/4	U.S.A.	[illegible]	[illegible]	[illegible]		[illegible]% R.I. 3.7944% R.I.	[illegible] 40-7 C-SE/4 Sec. 7
W-68117	T27N-R111W-6th P.M. Sec. 8: S/2 SW/4 17: W/2	U.S.A.	Energetics, Inc.	July 1, 1979	Not Recorded		4.83% R.I. 4.83% R.I. 3.3516% R.I.	10-17 C-NW/4 Sec. 17 30-17 C-SW/4 Sec. 17 30-8 C-SW/4 Sec. 8
W-35398	T27N-R111W-6th P.M. Sec. 17: NE/4	U.S.A.	True Oil Co.	July 1, 1972	Not Recorded		2.3908% R.I.	20-17 C-NE/4 Sec. 17

MORTGAGE DEED—FORM NO. 4½ [redacted] [redacted] THE MILLS COMPANY, CASPER 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS E. KETCHBAW and DONNA L. KETCHBAW, husband and wife,

5 Turkey Trail, Houston, Texas 77079

mortgagor S, of Harris County, State of Texas, to secure the payment of One Hundred Sixty-eight Thousand Two Hundred Thirty-three and No/100 (168,233.00) Dollars, due 9/15/97 with interest from 9/13/82 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 monthly payments of $1,426.85 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 A-1 of the Amended Fourth Filing of Boulder Lake Country Estates as the same appears 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 U.S. patents and to easements and rights of way of record or in use; and SUBJECT TO reservations of record.

192840

RECORDED Sept 21 1982 4:30 P M
IN BOOK 32 Misc PAGE 483
FEES $6.00 Laura Lyon COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Thum

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

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

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

Dated this 13th day of September A. D. 1982.

In the presence of

Thomas E. Ketchbaw
Thomas E. Ketchbaw

Donna L. Ketchbaw
Donna L. Ketchbaw

Released BK. 13 RLS. Pg. 741 483

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Thomas E. Ketchbaw,

this 24 day of September, 82.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 9-24-1986

STATE OF TEXAS X
COUNTY OF HARRIS X

The foregoing instrument was acknowledged before me by Donna L. Ketchbaw on this the 17th day of September, 1982.

Witness my hand and official seal.

Susan A. Calhoun
Notary Public, State of TEXAS
My commission expires: 4/8/85
SUSAN A. CALHOUN
Notary Public, State of Texas
My Commission Expires: 04/08/85

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

By Deputy Clerk

No.

Fees, $

MORTGAGE

THIS MORTGAGE is made this 26th day of September, 19 97, between the Mortgagor, Stuart D. Godfrey and Carol C. Godfrey (herein "Borrower"), and the Mortgagee, Foothill Savings and Loan, a corporation organized and existing under the laws of the State of Wyoming, whose address is 716 Thor, Evanston, Wyoming (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Five Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated (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 30, 2017;

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 Uinta, State of Wyoming:

Tract 135, Sheet 7, Pioneer Ranches Subdivision, Uinta County, Wyoming.

STATE OF WYOMING
COUNTY OF UINTA
FILED FOR RECORD
IN BOOK 205 PAGE 252
THIS 26 DAY OF Sept A.D. 1997
AT 10:00 O'CLOCK A.M.
RECORDED IN MORTGAGE BOOK 205
OF PAGE 252
FEE $ 10.00
COUNTY CLERK
EVANSTON, WYOMING

which has the address of [illegible] Evanston [illegible],
(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.

WYOMING - 1 to 4 Family - 6/75 - FANNIE MAE/FREDDIE MAC UNIFORM INSTRUMENT

1185 Bk 12 Pg 705

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 payments are due under the Note, until the Note is paid in full, a sum ("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 amounts paid to Lender by Borrower under the first sentence of this paragraph 2 shall exceed the amounts paid by Lender for taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be 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, however, this Mortgage is foreclosed or 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 to be paid 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, subject to the terms of any prior 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, if 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, whether or not then due, 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 payments referred to in paragraphs 1 and 2 hereof or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Mortgage shall be paid to the entity legally entitled thereto.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees and enter upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, and reasonable attorneys' fees, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

[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 Note rate, 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 reasonable prior notice of 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 payments referred to in paragraphs 1 and 2 hereof or change the amount of such payments.

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

11. **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.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by 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.

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

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

15. **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 12 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 12 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 expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the persons in possession of the Property, in accordance with applicable law. Lender shall cause a copy of a notice of sale to be published in each county in which any part of the Property is located. 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 (a) five days before sale of the Property pursuant to the power of sale contained in this Mortgage or (b) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

23. **Waiver of Statute of Limitations.** Borrower hereby waives all right of homestead exemption in the Property.

24. **Waiver of Statutory Rights.** Borrower hereby waives all statutory rights which may affect any of Lender's rights as to the Property.

By Witness Whereof, Borrower has executed this Mortgage.

[redacted]
Borrower

[redacted]
Borrower

State of Wyoming, [redacted] County ss:

The foregoing instrument was acknowledged before me this [redacted] day of [redacted], by [redacted].

[redacted]
(Person acknowledging)

My Commission expires: [redacted]

[redacted]
Notary Public

[redacted]
Date

[redacted]

[redacted]

MORTGAGE

THIS MORTGAGE, made this 4th day of September, 19 82, between [redacted] husband and wife, of Natrona County, Wyoming, hereinafter referred to as the "Mortgagor," and [redacted], of [redacted] County, Wyoming, hereinafter referred to as the "Mortgagee."

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

($ 20,000.00) 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 [redacted] County, Wyoming.

Amended
Lot No. A-1 of Boulder Lake Country Estates, Fourth (4th) Filing, an addition to Sublette County, Wyoming, as said lot is depicted and described on the duly recorded plat of said addition.

The lien and priority of this mortgage are acknowledged to be subordinate and secondary to the mortgage and lien of a mortgage to be given by said mortgagors to the First National Bank of Pinedale, Wyoming, the date of which should be contemporaneous or in the near proximity of the date of such latter mentioned mortgage.

[redacted]

COUNTY CLERK
PINEDALE, WYOMING

Misc 136 Pg. 43

4-5-2

Together with all buildings and improvements thereon, or which 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 hereditaments now or hereafter used or appurtenant thereto, subject, however, to [illegible] and reservations contained in the patent, [illegible] and conditions of record.

TO HAVE AND TO HOLD the same unto said party of the second part 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 time of the ensealing and delivery of these presents, said party of the first part is the owner in fee simple of said premises, and seized of a good and indefeasible estate therein, free and clear of all liens, encumbrances and defects of title except as above stated, and that Mortgagor will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided always, and these presents are upon the express condition that whereas the Mortgagor is justly indebted to the Mortgagee in the sum of Twenty Thousand One Hundred and 00/100

($20,100.00) Dollars, together with interest thereon at the rate of Twelve (12%) per cent ([illegible]) per annum from date [illegible], 198[illegible], payable to the order of the Mortgagee as follows: [illegible] on or before seven years from date hereof with [illegible], 198[illegible] the balance maturing, date of which is 7 years from this date [illegible] which promissory note was executed and delivered by

Thomas F. Pet[illegible]w and Bonnie L. Kotchkaw, husband and wife,

to the Mortgagee, which by reference is made a part hereof, and by the Mortgagor hereby assumed and agreed to be paid to the Mortgagee, its successors or assigns, the principal sum and interest thereon in accordance with the terms of said promissory note, and any renewals or extensions thereof, and any sums which may be hereafter loaned or advanced by the Mortgagee to the Mortgagor, its successors or assigns, with interest thereon, and any other indebtedness of the Mortgagor to the Mortgagee, its successors or assigns, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, joint or several, or joint and several, and whether arising by note, book account, overdraft or otherwise, and any and all renewals or extensions of any of the foregoing, and all costs and expenses incurred or paid by the Mortgagee in collecting any of the foregoing or enforcing any of the rights of the Mortgagee hereunder, then these presents shall become void and of no effect.

Mortgagor and Mortgagee further covenant and agree as follows:

1. Mortgagor shall pay the indebtedness as hereinbefore provided, and shall keep the buildings now or hereafter erected on said premises continuously insured against loss by fire, with extended coverage, in such amounts and with such companies as may be satisfactory to the Mortgagee, with loss payable to the Mortgagee as its interest may appear, and shall deliver the policies to the Mortgagee. In default of such insurance by Mortgagor, the Mortgagee may procure such insurance and pay the premiums therefor, and the amount so paid shall become a part of the indebtedness secured hereby and shall bear interest at the rate provided in the promissory note secured hereby from the date of payment by the Mortgagee until repaid.

2. Mortgagor shall not commit or suffer any waste on said premises and shall maintain the improvements thereon in good condition and repair. Mortgagor shall not remove or demolish any building thereon without the written consent of the Mortgagee. Mortgagor shall complete any building which may be now or hereafter in the process of construction on said premises within a reasonable time and shall restore promptly any building which may be damaged or destroyed by any cause whatsoever, and shall comply with all laws affecting said premises or requiring any alterations or improvements to be made thereon. Mortgagor shall not commit or permit any waste or deterioration of said premises, and shall keep and maintain all roads, ditches, drains and water courses in good repair and condition. Mortgagor shall not change the use of said premises without the written consent of the Mortgagee.

3. Mortgagor shall pay when due and before any penalty attaches all general and special taxes, assessments, water rates and other charges of every description levied on or assessed against said premises or the interest of the Mortgagee or Mortgagor therein, and shall deliver to the Mortgagee, on demand, receipts evidencing such payments. Mortgagor shall not suffer or permit any unauthorized lien to attach to said premises, and should any such lien attach, Mortgagor shall cause the same to be fully discharged and released at once. In default of any of the foregoing, the Mortgagee may pay the same, and any amounts so paid shall become a part of the indebtedness secured hereby and shall bear interest at the rate provided in the promissory note secured hereby from the date of payment by the Mortgagee until repaid.

4. Mortgagor shall keep the improvements now existing or hereafter erected on said premises insured as required by the Mortgagee and shall 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, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and 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 mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. In the event Mortgagor fails to keep the improvements now existing or hereafter erected on said property insured as required by this mortgage, or to pay when due any taxes, assessments, water rates or charges against said property, or to discharge any lien which may be prior to this mortgage, or to perform any of the covenants hereof, the Mortgagee may do any or all of the things necessary to protect the security hereof, and all amounts so paid by the Mortgagee, with interest thereon at the rate provided in the promissory note secured hereby, shall be immediately due and payable without notice and shall be secured by this mortgage. The Mortgagee shall be subrogated to the claims and liens of all parties whose claims are discharged in whole or in part with the funds of the Mortgagee. The Mortgagee shall have the right to enter upon said property at any reasonable time for the purpose of inspecting the same and may condition the exercise of such right upon giving reasonable notice of its intention to exercise it. Mortgagor shall not hold any officer or representative of the Mortgagee liable in any event for any error in judgment or mistake made in good faith while acting hereunder or under the note secured hereby.

6. Mortgagor shall not sell, convey, lease or assign all or any part of said property or any interest therein without the written consent of the Mortgagee. In the event Mortgagor, without such consent, sells, conveys, leases or assigns all or any part of said property or any interest therein, or is divested of title to any part thereof in any manner or way, whether voluntarily or involuntarily, the Mortgagee shall have the right, at its option, to declare any indebtedness secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

7. Mortgagor shall not lease any portion of said property for a period longer than one year without the written consent of the Mortgagee. Mortgagor shall not terminate or modify any lease affecting said property or any part thereof without the written consent of the Mortgagee. Mortgagor hereby assigns to the Mortgagee all rents from said property as additional security hereunder, and hereby authorizes the Mortgagee to collect the rents due or to become due and gives the Mortgagee the right to enter upon said property for the purpose of collecting the same and to let the property or any part thereof, and to apply the rents so collected, less reasonable collection charges, to the payment of the indebtedness secured hereby, in such order as the Mortgagee may determine. The Mortgagee shall not be liable to account for more than the rents actually received by it, and shall not be liable for any failure to lease said property or to collect rents due. Mortgagor hereby assigns to the Mortgagee any award made in any condemnation proceeding, whether for the whole or any part of said property, and any award for change of grade of streets. All such awards shall be paid to the Mortgagee, which may apply the same, less costs and attorneys' fees incurred, upon the indebtedness secured hereby, in such order as the Mortgagee may determine, or at its option may release any such award in whole or in part to the Mortgagor. The Mortgagee shall not be liable for any failure to collect or to exercise diligence in collecting any such award.

8. If Mortgagor fails to keep and perform any of the covenants and agreements contained in any prior mortgage, deed of trust or other lien on said property, or if any action or proceeding is commenced which affects said property or any interest therein, including but not limited to eminent domain, condemnation, code enforcement or bankruptcy proceedings, then Mortgagee may do such things as it deems necessary to protect the security hereof, including but not limited to appearing in court, paying reasonable attorneys' fees, and expending such sums as it deems necessary to keep the improvements in good repair or to effect such compliance, and all such sums so expended shall become a part of the indebtedness secured hereby, shall be payable on demand, and shall bear interest at the rate provided in the promissory note secured hereby from the date of expenditure until repaid. Mortgagor hereby assigns to Mortgagee, to the extent of the indebtedness secured hereby, all proceeds of any insurance policies paid by reason of damage to, or destruction of, the property described herein, and all proceeds paid or to be paid by any public body or other person for any taking of the property described herein by eminent domain, condemnation or for any conveyance in lieu thereof, and all causes of action and their proceeds for any damage or injury to said property or rights of Mortgagor appurtenant thereto, including causes of action arising in tort, accruing before or after the date of this mortgage. Mortgagor authorizes Mortgagee, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of said property, and to settle or compromise any claim in connection therewith. All such proceeds are hereby assigned to and shall be paid forthwith to Mortgagee to be applied by Mortgagee to the indebtedness secured hereby, whether or not due, in such order as Mortgagee may determine. Mortgagee shall not be limited to the interest paid on the claim for damages while it is held by Mortgagee, but shall be entitled to interest at the rate which would have been earned on the funds had they been invested by a prudent person in property of the type most nearly like the property described herein during the period they are held by Mortgagee. Mortgagee shall not be required to make or file any claims for damages or to take any other action to recover any insurance proceeds, condemnation awards or other payments or relief described in this paragraph, and shall not be liable for any failure or delay in so doing or for failure to collect any amount which may be collectible in connection therewith. Mortgagee is hereby appointed as Mortgagor's attorney-in-fact to endorse any checks payable to Mortgagor for any insurance proceeds or condemnation awards and agrees that all such endorsements and actions taken by Mortgagee under the power of attorney granted herein shall be binding upon Mortgagor. Mortgagee's attorney-in-fact shall not be liable for any act or omission hereunder, except acts or omissions resulting from gross negligence or willful misconduct. This power of attorney is coupled with an interest and cannot be revoked by Mortgagor.

9. Mortgagor shall pay all costs, fees and expenses reasonably incurred by the Mortgagee in connection with the transactions evidenced by the note and this mortgage, including, without limitation, all attorneys' fees, recording fees, abstracting fees, title insurance premiums and costs of any foreclosure proceeding, whether incurred before or after any default hereunder. All such costs, fees and expenses shall become part of the indebtedness secured hereby, shall be payable on demand, and shall bear interest at the rate provided in the promissory note secured hereby from the date of expenditure until repaid. Mortgagor hereby waives any and all homestead or exemption rights it may have under any statute or rule of law, both as to the indebtedness secured hereby and as to any action brought to enforce the same, whether arising before or after the date of this mortgage.

10. Mortgagor shall not assign any of the rents or profits of said property for the purpose of avoiding the effect of this paragraph, and if Mortgagor does so, such assignment shall be void. Mortgagor shall not execute any instrument which modifies the interest of the Mortgagee in the rents or profits of said property for the purpose of avoiding the effect of this paragraph, and if Mortgagor does so, such instrument shall be void.

11. Mortgagor shall not permit or suffer the use of any of the premises for any purpose which may render void or voidable any insurance then in force with respect thereto.

12. Mortgagor shall not suffer or permit any unauthorized person or persons to occupy or use said premises, or any portion thereof, during any period while the premises are vacant, unoccupied or abandoned.

13. Mortgagor shall not suffer or permit the removal of any of the fixtures, machinery, equipment, appliances, vehicles or personal property forming a part of the security hereof at any time while the same is subject to the lien hereof, unless the same are replaced by articles of equal suitability and value, owned by Mortgagor free and clear of any lien or security interest except that which is created hereby or which is first consented to in writing by Mortgagee.

14. Mortgagor shall not suffer or permit the cutting, removing, severing or destruction of timber, trees, crops, minerals (including oil and gas), soil, gravel or rock products on or from said premises without the prior written consent of Mortgagee. In the event of any unauthorized cutting, removing, severing or destruction, Mortgagee may declare all sums secured hereby immediately due and payable, or if the Mortgagee elects to treat the severance as a contract to sell, Mortgagee may declare the value of the timber, crops, minerals, soil, gravel or rock products severed to be immediately due and payable. Mortgagee shall be entitled to the proceeds of the severance, whether severed by Mortgagor or others, and Mortgagee shall be entitled to collect the same from the purchasers thereof. Mortgagee shall not be required to account to Mortgagor for any greater amount than the actual net proceeds received by Mortgagee after deducting the costs of severance, sale and delivery.

15. If the property described herein is sold by the Mortgagee to collect the indebtedness secured hereby, Mortgagor shall be personally liable for any deficiency, but the personally liable

[redacted] [redacted] [redacted]

10. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, devisees, grantees, 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 be applicable to all genders. The terms "foreclosure" and "foreclose," as used herein, shall include the right of foreclosure by any suit, action or proceedings 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 on the date first above written.

Thomas G. Retzlaff

Donna L. Retzlaff

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss
County of Sublette)

On this 21st day of September, 19 82, before me personally appeared

Thomas G. Retzlaff and Donna L. Retzlaff, husband and wife

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

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

My commission expires 1-27-86

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING TEXAS)
) ss
County of Bell)

On this 17th day of SEPTEMBER, 19 82, before me personally appeared

DONALD L. ELDRIDGE,

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: 4/1/85

Susan A. Calhoun
Notary Public, State of TEXAS

SUSAN A. CALHOUN
Notary Public, State of Texas
My Commission Expires 04/01/85

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss
County of)

On this day of , 19 , before me personally appeared

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

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

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

My commission expires.

4/4/

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MORTGAGE DEED FORM NO. [illegible]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FRANK G. BALL JR. and MARGARET E. BALL, husband and wife

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

Ten Thousand and no/100 ---------- Dollars, due 5 years

with interest from date at the rate of 17 per cent per annum, payable monthly annually

evidenced by one (1) promissory note, of even date herewith, 60 monthly payments in the

amount of $248.51

do hereby mortgage to

SPACE 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, BLOCK 1, BALL SECOND ADDITION TO THE TOWN OF MARBLETON,

SUBLETTE COUNTY, WYOMING.

[illegible]

[illegible]

The mortgagor s agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $10,000.00 Dollars during the life of this mortgage, in two such taxes and assessments and to keep and taxes and not coincide, and all sum secured, and shall draw interest at the same rate

In case default shall be made in the payment of the above sum hereby secured, or any part of such principal or interest when the same shall become due, or in case default shall be made in any of the covenants and agreements herein, 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 said premises property, and 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 September A D 19 81.

In the presence of

Frank G. Ball Jr.

Margaret E. Ball

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by FRANK D. HALL, III and MARGARET S. HALL.

this 23rd day of September, 1983.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: September 1, 1985

RECORDED
FILED
INDEXED
ABSTRACTED
MICROFILMED

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MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Richard H. Zeigler and Nancy M. Zeigler, husband and wife
Pinedale, Wyoming 82941

mortgagors, of Sublette County, State of Wyoming, to secure the payment of
One hundred fifty thousand dollars Dollars, due 5/1
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

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:

Lots 7, 8, and 9 Block 5 of the Triangle Addition to the Town of Pinedale, Sublette County, Wyoming

Recorded at request of
Book 33 Misc
Page 494
Sublette County
Wyoming

The mortgagors agree to pay all taxes and assessments on said premises
and to keep the buildings thereon insured in the sum of Fifty thousand Dollars
during the life of this mortgage, in favor of the mortgagee, to pay such taxes and assessments and to keep
said insurance, and to pay all taxes and assessments, and all premiums on insurance hereby secured, and shall draw interest at the
rate of the mortgagor shall fail to pay
any of the said taxes, assessments or premiums, the said buildings and any
payment of the above indebtedness hereby secured, or any part of such payment, at or after the above indebtedness hereby
matures and is payable, as above set forth, The payment of the interest thereon shall be made in any of the above
mentioned, and the mortgagee shall thereupon become due and payable, and the mortgagee shall thereupon become due and pay-
able, and the mortgagee may, at law, to foreclose on and
sell said property, 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 24th day of April A. D. 19 82.

In the presence of

Richard H. Zeigler

Nancy M. Zeigler

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Richard R. Zeigler

Nancy M. Zeigler

this 30th day of September, 1982.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: September 1, 1985

MORTGAGE

TO

[redacted]

4 9C

MORTGAGE

THIS MORTGAGE is made this 22nd day of September, 19 82, between the Mortgagor, Jerry Loyd and Linda Jean McMillen (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 Five Thousand Eight Hundred and No/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated September 22, 1982 (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, 2012;

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 being Part of Lot 31 of Medow Canyon Estates a subdivision of record in the Sublette County Clerk's Office, said tract being more particularly described as follows:

Beginning at the northwest corner of said Lot 31, thence S 87°11' 00.4"E. along the north boundary of said Lot 31, a distance of 261.50 feet; thence S 1°00'00" W, a distance of 261.50 feet; thence N 1°00'00" E along the west boundary of said Lot 31 and centerline of Second West Road, a distance of 166.58 feet to the point of beginning; said tract contains 1.00 acres, more or less.

193014

RECORDED October 4 1982 8:00 AM
IN BOOK 38 Mtg PAGE 496
FEES $10.25 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Shum

which has the address of [Street] Big Piney [City], Wyoming 83113 [State and Zip Code] (herein "Property Address");

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Jerry L. McMillen
Jerry Loyd McMillen —Borrower

x Linda Jean McMillen
Linda Jean McMillen —Borrower

STATE OF WYOMING, Lincoln County ss:

The foregoing instrument was acknowledged before me this September 22, 1982 (date) by

Jerry Loyd and Linda Jean McMillen
(person acknowledging)

My Commission expires:
October 1, 1984

Mae Jean Julian
Notary Public

Mae Jean Julian
County of
Lincoln
My Commission Expires
Notary Public
State of
Wyoming
Oct. 1, 1984

(Space Below This Line Reserved For Lender and Recorder)

RISE Book 13, Page 15

500

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That JACK W. CASSLE and FRANCES E. CASSLE, husband and wife, mortgagors, of 4510 East 13th Street, Cheyenne, Wyoming 82001, to secure the payment of FORTY-TWO THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS AND EIGHTEEN CENTS ($42,733.18), with interest from date hereof at the rate of TWELVE PER CENT (12%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable $470.53 on the 15th day of October, 1982, and monthly thereafter; provided, however, that Mortgagor shall be granted a grace period of fifteen (15) days past the due date specified herein within which to make each monthly installment payment without penalty or late charge, until the 15th day of October, 1992, on which said date the entire balance of principal sum and interest in amount of $32,795.85 shall be due and payable, DO HEREBY MORTGAGE TO HARVARD B. CHAPIN, JR., and LAURA A. CHAPIN, husband and wife, and the survivor thereof, mortgagees, whose address is Big Piney, Wyoming 83113, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

That part of the SW/4 NW/4 Section 36, T. 30 N., R. 112 W., of the 6th P.M., Sublette County, Wyoming, more particularly, described as follows:

Commencing at a corner identical with the southwest corner of that tract of record in the office of the Sublette County Clerk in Book 10 of Deeds, page 45, N.12°31'E., 645.25 feet from the west one-quarter corner of said Section 36 where is found a 10"X8"X12" quartzite stone marked 1/4 on west;

thence, N.87°57"E., 202.5 feet along the south line of said tract to the corner of beginning;

thence, continuing N.87°57'E., 355.34 feet along said south line to the southeast corner of said tract;

thence, N. 02°03'W., 356.18 feet along the east line of said tract to the northeast corner of said tract on the south right-of-way line of Milleg Lane;

thence, N.81°49'W., 246.66 feet along the north line of said tract and said right-of-way line to a point;

thence, S.87°57'W., 112.60 feet along said north line and said right-of-way line to a point;

thence, S.02°03'., 400.00 feet to the corner of beginning;

193036

RECORDED October 5 1982 8:10 AM
IN BOOK 38 Mtg PAGE 500
FEES $ 8.00 Linda Yoder COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

TOGETHER WITH all buildings and improvements situate thereon or appurtenant thereto,

BUT SUBJECT TO the provisions of United States patents, AND SUBJECT FURTHER TO all easements and rights of way of record or in actual use, AND SUBJECT FURTHER TO all outstanding mineral interests, AND SUBJECT FURTHER TO that certain real estate mortgage securing payment of $120,000, and interest as provided therein, unto the STATE BANK OF BIG PINEY of Big Piney, Wyoming, mortgagee, dated this day and intended for record hereafter in the office of the County Clerk of Sublette County, 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 _____ _____ DOLLARS ($_____) during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

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

MORTGAGE DEED—FORM NO. 4½ THE HILLS COMPANY, SHERIDAN 14130R

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GRANT BECK

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Sixty Thousand and No/100 - - -($60,000.00)- - - - Dollars, due 4/1/83 with interest from 9/1/82 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:

A tract of land described as follows:
Township 33 North, Range 108 West of the 6th P. M., Sublette County, Wyoming;
Section 19: Lots 1 and 2 ($W\frac{1}{2}NW\frac{1}{4}$), EXCEPTING those parcels of land conveyed to various grantees in Warranty Deeds recorded: August 15, 1974, in Book 17 of Deeds, page 199; December 21, 1976, in Book 19 of Deeds, page 10; March 19, 1979, in Book 20 of Deeds, page 603; May 25, 1979, in Book 20 of Deeds, page 699; and April 24, 1980, in Book 21 of Deeds, page 553;

Township 33 North, Range 109 West of the 6th P. M., Sublette County, Wyoming;
Section 24: $E\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}W\frac{1}{2}NE\frac{1}{4}$;

Together with all improvements and appurtenances thereunto appertaiming;
SUBJECT TO reservations and restrictions contained in United States patents and any reservations of record, and to easements and rights of way of record or in use.

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

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

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

Dated this 28th day of September A. D. 19 82.

In the presence of

193043

Grant Beck.
Grant Beck

RECORDED October 5 1982 2:00 P M
IN BOOK 38 Misc PAGE 503
FEES $ 6.00 Lou J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Lewis Rlsd Feb 13 pg 445

509

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Grant Beck,

_____, _____,

this 28th day of September, 19 82.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/83

JAN W. TAYLOR NOTARY PUBLIC SUBLETTE CO. WYO.

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of _____ } ss.

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

_____
County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $_____

[redacted] [redacted] [redacted]

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 6-12-81)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by RORY JAMES MATTSON and CARLA J. MATTSON, husband and wife,

residing in SUBLETTE County, Wyoming, whose post office address is P.O. BOX 1044 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*
10/7/82	$50,000.00	13.125%	10/7/2015

193084

RECORDED October 7 1982 11:30 AM
IN BOOK 38 Mtg PAGE 505
FEES 10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy M. Stevens

(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 6, Block 4, 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; SUBJECT TO prior mineral reservations of record; and SUBJECT TO Protective Covenants for Redstone First and Second Additions to the Town of Pinedale recorded in the office of the County Clerk 2/28/78 in Book 33 of Miscellaneous, page 678.

505

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 [redacted] 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 such 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 Borrower at the post office address shown above 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 7th day of October, 19 82.

Rory James Mattson

Carla J Mattson

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by Rory James Mattson and Carla J. Mattson, husband and wife, this 7th day of October, 19 82.

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

MORTGAGE [redacted] FORM NO. 4—A [redacted] THE MILLS [redacted] Y, SHERIDAN 158955

MORTGAGE

THIS MORTGAGE, made this 6th day of October, 1982, between James M. Thomas and Margie J. Thomas, husband and wife, of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and Dwayne Garlick of Sublette County, Wyoming, hereinafter referred to as the "Mortgagee."

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

($ 27,500.00) 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 Ten (10) in the Favazzo Subdivision of Sublette County, Wyoming, as the same appears of record on the official map or plat thereof, filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

193097

RECORDED October 8 1982 1:30 P M
IN BOOK 38 Mtg PAGE 509
FEES $8.00 Lenny Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

Released BK. 14 RLS. @ Pg. 9

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

($ 27,500.00) Dollars, together with interest thereon at the rate of Eighteen per cent (18 %) per annum from October 6, 1982, until paid, according to the conditions of one promissory note ----, dated October 6, 1982, the ultimate maturity date of which is November 6, 1982, which promissory note was executed and delivered by

James M. Thomas and Margie J. Thomas

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

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

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

($) 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.

[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.

James M. Thomas

James M. Thomas

Margie J. Thomas

Margie J. Thomas

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater
ss.

On this 6th day of October, 1982, before me personally appeared

James M. Thomas and Margie J. Thomas

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: Dec. 26, 1983

NOTARY PUBLIC

Jerri Ann Crouch

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: .....

.....

.....

571

512

PLPC II/PPC

193115

MORTGAGE,

RECORDED October 13, 1982 10:30 A.M.
IN BOOK 38 Misc PAGE 512
FEES 60.00 Lucy Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
Leigh Ann Mc Kleen

SECURITY AGREEMENT,

ASSIGNMENT OF PROCEEDS

AND

FINANCING STATEMENT

THIS INSTRUMENT, dated as of September 30, 1982, is from PARTNERSHIP PROPERTIES CO., a Colorado general partnership ("Nominee") and PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership ("Owner"), both with an address of 717 Seventeenth Street, Denver, Colorado 80202, to 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 ("Secured Party"). References herein to "Debtor" shall be deemed to refer to Nominee, Owner or both Nominee and Owner.

Nominee holds legal, record title to the Collateral, as hereinafter defined, as nominee, trustee and agent for the benefit of Owner.

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, unit agreements, unit operating agreements, pooling agreements, joint operating agreements, 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 (except any such other interest of Debtor held for the benefit of a third party), 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 (except any such other interest of Debtor held for the benefit of a third party), 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 wells, platforms, derricks, casing, tubing, tanks, tank batteries, separators, rods, pumps, flow lines, water lines, gas lines, machinery, pipelines, power lines and other 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 (except any such other interest of Debtor held for the benefit of a third party), 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 (except any such other interest of Debtor held for the benefit of a third party), 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 (except any such other interest of Debtor held for the benefit of a third party), 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, including without limitation condemnation awards and the proceeds of any and all title insurance policies and other insurance policies covering all or any part of said property.

IN CONSIDERATION of the matters hereinafter set forth, Debtor hereby grants, bargains, sells, assigns, transfers, pledges, mortgages, conveys and grants a security interest in the Collateral to Secured Party with power of sale, as mortgagee and secured party.

TO HAVE AND TO HOLD the Collateral, together with all of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining thereto, to Secured Party forever, subject to all of the terms, conditions, covenants, and agreements herein set forth, AS SECURITY, for the benefit of Secured Party and its successors and assigns.

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. (1) A promissory note dated December 31, 1981, made by Owner, in the face amount of $600,000,000, payable to the order of Secured Party at the principal office of Secured Party in Los Angeles, California, on or before December 31, 1983, with interest until maturity or default at an annual rate equal to the floating commercial loan rate of Secured Party announced from time to time as its prime rate (the "Prime Rate") plus one-fourth of one percentage point per year, and after maturity or default at an annual rate equal to the Prime Rate plus five percentage points per year;

(2) A promissory note dated December 31, 1981, made by Owner, in the face amount of $600,000,000, payable to the order of Secured Party at the principal office of Secured Party in Los Angeles, California, on or before December 31, 1983, with interest until maturity or default at an annual rate equal to the London Interbank Offered Rate, as determined pursuant to said note ("LIBOR"), plus seven-eighths of one percentage point per year, and after maturity or default at an annual rate equal to the Prime Rate plus five percentage points per year;

B. All other promissory notes made by Debtor 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 Debtor, or either of them; provided that such additional loans:

(1) shall not together in unpaid principal amount aggregate more than $1,000,000,000 at any time;

(2) shall have been made prior to December 31, 1995; and

(3) shall completely mature prior to December 31, 2000;

C. All other indebtedness, liabilities and obligations of Debtor 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, including without limitation any and all obligations of Debtor to Secured Party for fees, costs and expenses pursuant to or in connection with any loan agreements now or hereafter in force;

D. All sums advanced and costs and expenses incurred by Secured Party or its successors or assigns, including without limitation 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 Debtor 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.

[redacted] [redacted] [redacted]

Section 1.2 As to any and all of the Collateral which constitutes real property pursuant to applicable state law, the lien on such portion of the Collateral created by this instrument shall not exceed at any one time the maximum amount of $1,500,000,000.

ARTICLE II

Warranties, Representations and Covenants

Section 2.1 Debtor warrants, represents and covenants to and with Secured Party that (a) all of the representations and warranties of Debtor contained in any and all loan agreements now or hereafter existing between Debtor and Secured Party are, and shall at all times continue to be, true and correct in all material respects, and all of the covenants of Debtor contained in any of said loan agreements have been performed and complied with by Debtor; (b) unless otherwise indicated, the oil and gas leases or licenses described in Exhibit "A" cover all Hydrocarbons in and under the Land; (c) 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 Hydrocarbons produced, saved and marketed from the Land; (d) Debtor's share of development and operating costs with respect to the Land and the wells on the Land is no greater than the "Operating Interest" or "Working Interest" specified in the description of the Land or wells in Exhibit "A"; (e) Debtor's share of the gross production of all Hydrocarbons from the Land and said wells is no less than the "Net Revenue Interest" specified in the description of the Land or wells in Exhibit "A"; (f) Debtor is the lawful owner of good and defensible title to the Collateral and has the right and authority to mortgage, pledge and hypothecate the same; (g) the leases and licenses described in Exhibit "A" are valid and subsisting and are in full force and effect; (h) all royalties due and payable under the leases and licenses described in Exhibit "A" and all severance and production taxes payable by Debtor have been paid; (i) all producing wells located and the leases and licenses described in Exhibit "A" have been drilled, operated and produced in conformity with all applicable laws and rules, regulations and orders of all regulatory authorities having jurisdiction, and are subject to no penalties on account of past production; (j) none of such wells are deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations; (k) such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands described in Exhibit "A"; (l) each loan evidenced by the Obligations is or shall be for a business or commercial purpose; and (m) Debtor warrants and will forever defend the title to the Collateral against the claims of all persons whomsoever claiming or to claim the same or any part thereof.

Section 2.2 Debtor covenants that, so long as any part of the Obligations remains unpaid, unless Secured Party shall have otherwise consented in writing:

A. Debtor shall pay when due the Ob igations in accordance with the terms thereof and here f;

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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 Secured Party because of its 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 and similar 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 record 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 (except in accordance with prudent oil-field practice) 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; or (4) consent to or permit (to the extent it has the power to prevent) any such act by another party in respect of the Land or any part thereof,

E. Debtor shall, at Debtor's own expense, (1) take all reasonable steps to 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) take all reasonable steps to 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) take all reasonable steps to pay or cause to be paid when due all expenses incurred in connection with such maintenance, development, operation and protection of the Collateral; (4) take all reasonable steps to keep all goods, including equipment, 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 Secured Party, through its 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 Secured Party to exercise this right whenever Secured Party so desires; and (6) do all other things necessary to keep unimpaired Secured Party's interests in the Collateral;

F. Debtor shall carry or cause to be carried, with responsible insurance carriers, and in reasonable amounts, (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; 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 Secured Party such other and further instruments and do such other acts as in the reasonable opinion of Secured Party may be necessary or desirable to effect the intent of this instrument, promptly upon request of 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 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 Secured Party and at Debtor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings, employing attorneys agreeable to Secured Party; and Secured Party r y take such independent action in connection therew h as it may in its discretion deem

advisable, and all costs and expenses, including without limitation reasonable attorneys' fees and legal expenses, incurred by 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. Debtor is 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 Debtor's duties thereunder and hereunder; and Debtor shall not, without the prior written consent of Secured Party, consolidate or otherwise reorganize;

provided, however, that with respect to any of the Collateral which is operated by operators other than Debtor, Debtor shall not be obligated itself to perform any undertakings contemplated by the covenants and agreements contained herein which are performable only by such operators and are beyond the control of Debtor; and provided further, that Debtor agrees to promptly take all actions available to Debtor under any operating agreement or otherwise to bring about the performance of any such undertaking required to be performed by such operators.

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 September 1, 1982, 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 Pary 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 as provided below, 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 (with any balance remaining after such application to be paid to Debtor):

A. First, to the payment to Secured Party of all unreimbursed costs and expenses incurred by Secured Party pursuant hereto or in any way relating to the Obligations, and any part of the Obligations other than the principal and interest thereon, including without limitation all fees, charges and penalties due Secured Party;

B. Second, to the payment of all interest accrued on the Obligations; and

C. Third, to the payment or prepayment of the principal of the Obligations in any order selected by Secured Party;

provided however, that if any date of application specified above (herein called a "regular application date"), shall be a Saturday, Sunday or holiday on which Secured Party is authorized by law to close, the proceeds to be applied by Secured Party pursuant to this Section 3.2 shall be applied on the business day next succeeding such regular application date which is not a Saturday, Sunday or holiday on which Secured Party is authorized by law to close, and the amount to be applied as described above shall be the amount accrued up to the 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 Debtor 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 Secured Party. The liabilities of Debtor as set forth in this Section shall survive the termination of this instrument.

Section 3.6 Debtor hereby authorizes and empowers Secured Party to demand, collect, receive and receipt for all production, proceeds and payments assigned hereunder, and Secured Party is hereby appointed agent and attorney-in-fact of Debtor for the purpose of executing any release, receipt, division order, transfer order, relinquishment or other instrument that Secured Party deems necessary in order for Secured Party to collect and receive such production, proceeds and payments. In addition, Debtor agrees that upon Secured Party's request it will promptly execute and deliver to Secured Party such transfer orders, payment orders, division orders and other instruments as Secured Party may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Secured Party of all proceeds, production, and payments assigned hereunder. Debtor hereby authorizes and directs that upon the request of Secured Party all pipeline companies, purchasers, transporters and other parties now or hereafter purchasing oil, gas or other mineral production produced from or allocated to the Interests, or any part thereof, or now or hereafter having in their possession or control any production from or allocated to the Interests, or any part thereof, or the proceeds therefrom, or now or hereafter otherwise owing monies to Debtor under contracts herein assigned, shall, until Secured Party directs otherwise, pay and deliver such proceeds, production or amounts directly to Secured Party at Secured Party's address set forth in the introduction to this instrument, or in such other manner as Secured Party may direct such parties in writing, and this authorization shall continue until this instrument is released. Debtor agrees that all division orders, transfer orders, receipts and other instruments that Secured Party may from time to time execute and deliver for the purpose of collecting and receipting for such proceeds, production, or payments may be relied upon in all respects, and that the same shall be binding upon Debtor and its successors and assigns. No party making payments to Secured Party at its request under the assignments contained herein shall have any responsibility to see to the application of any of such funds, and any party paying or delivering proceeds, production or amounts to Secured Party under such assignments shall be released thereby from any and all liability to Debtor to the full extent and amount of all payments, production, or proceeds so delivered. Debtor agrees to indemnify and hold harmless any and all parties making payments to Secured Party, at Secured Party's request under the assignments contained herein, against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees resulting from the delivery of such payments to Secured Party. Should Secured Party bring suit against any third party for collection of any amounts or sums included within this assignment (and Secured Party shall have the right to bring any such suit) it may sue either in its own name or in the names of Debtor.

Section 3.7 Should any purchaser taking the production from the Interests fail to make any payment promptly to Secured Party, in accordance with this assignment, then Secured Party, to the fullest extent permissible under applicable law, 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 Secured Party in making such selection, so long as ordinary care is used in the making thereof; and failure of Debtor to consent to and promptly effect such change of

connection shall constitute an Event of Default, as defined in Article V below.

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 Secured Party has no further commitments to make advances to Debtor, and if Debtor shall have well and truly performed all of the covenants herein contained, then 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 The occurrence of any of the following events ("Events of Default") shall, automatically (as to any Event of Default described in D or F below), and at the option of Secured Party (as to any other Event of Default), terminate any and all obligations of Secured Party to extend any credit to Debtor and make all sums of principal and interest then remaining unpaid on the Obligations and all other amounts secured hereby immediately due and payable, all without demand, presentment or notice, all of which are hereby expressly waived, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law:

A. Failure to pay any fee due Secured Party or any installment of principal of or interest on the Obligations when due;

B. Failure of Debtor to perform or observe any term, condition or provision of this instrument, of any document or agreement executed by Debtor in connection with this instrument or of any other agreement now or hereafter existing between Debtor and Secured Party;

C. Any of Debtor's representations or warranties made herein or any statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect;

D. Debtor shall become insolvent; or admit in writing its inability to pay its debts as they mature; or make an assignment for the benefit of creditors; or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business; or such a receiver or trustee otherwise

shall be appointed and shall not be discharged within 30 days after such appointment;

E. Any money judgment, writ or warrant of attachment, or similar process shall be entered or filed against Debtor or any of its assets (except any of its assets held for the benefit of a third party) and shall remain unvacated, unbonded or unstayed for a period of 30 days or in any event later than five days prior to the date of any proposed sale thereunder;

F. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against Debtor, or any order, judgment or decree shall be entered against Debtor decreeing its dissolution of division;

G. Any material adverse change shall occur as to Debtor, Debtor's business or the Collateral;

H. Debtor shall purchase or otherwise acquire the assets or business of any person or other entity, except in the ordinary and normal course of its business as now conducted; or liquidate, dissolve or consolidate; or sell any material part of its assets; or sell, lease, assign or transfer any material part of its business or fixed assets, or any property or other assets necessary for the continuation of its business as now conducted, including without limitation the selling of any property or other asset accompanied by the leasing back of the same; or

I. Any event of default shall occur as to any other agreement now or hereafter existing relating to extensions of credit to Debtor by Secured Party or any third party.

Section 5.2 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 5.3 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, Secured Party shall have all of the rights and remedies of a mortgagee 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 Secured Party were the absolute owner of such real property and without any liability to Debtor in connection therewith.

Section 5.4 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party, 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 5.5 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 5.6 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party may, subject to any mandatory requirements of applicable law, sell or have sold 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

Secured Party may deem appropriate. Secured Party shall make a conveyance to the purchaser or purchasers thereof, and Debtor shall warrant title thereto to such purchaser or purchasers. Secured Party 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 Secured Party, 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 5.7 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 Secured Party may do in carrying out the provisions of this instrument.

Section 5.8 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 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 5.9 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 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 89-1-55 of the Mississippi Code (1978), 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 5.10 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party 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 Secured Party 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. Secured Party 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 Secured Party proceed under Article 3810 of the Revised Civil Statutes of Texas, Secured Party 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 Secured Party, 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 affect 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 Secured Party, shall not be deemed exclusive but such notice or notices may be given in any other manner which may be permitted by applicable law. Secured Party shall receive the proceeds of said sale or sales and apply the same as herein provided.

Section 5.11 All costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in protecting and enforcing its 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 5.12 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 without limitation a reasonable compensation to the agents, attorneys and counsel of Secured Party;

B. Second, to the payment or prepayment 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 5.13 Upon any sale made under the powers of sale herein granted and conferred, the receipt of Secured Party 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 Secured Party be obliged to see to the application thereof or be in any way answerable for any loss, misapplication or nonapplication thereof.

ARTICLE VI

Miscellaneous Provisions

Section 6.1 Each and every right, power and remedy hereby granted to 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 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 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 of Debtor 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 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 6.2 No release from the lien of this instrument of any part of the Collateral by Secured Party shall in any way alter, vary or diminish the force, effect or lien of this instrument on the balance of the Collateral.

Section 6.3 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 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 or 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 6.4 This instrument is made with full substitution and subrogation of 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 6.5 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 6.6 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 6.7 Insofar as permitted by otherwise applicable law, this instrument and the Obligations shall be construed under and governed by the laws of Colorado.

Section 6.8 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 6.9 All recording references in Exhibit "A" are to the official real property records of the county in which the affected land is located. 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 6.10 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 6.11 This instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor and of Secured Party, including without limitation any and all other banks, lending institutions and parties which may participate in the indebtedness evidenced by the Obligations. 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 and 364 days 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 6.12 Some of the above goods are or are to become fixtures on the land described in Exhibit "A". The above described minerals or other substances of value which may be extracted from the earth (including without limitation oil and gas), and the accounts relating thereto 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 in which the affected real estate is located. Debtor is the owner of a record interest in the real estate concerned.

Section 6.13 Owner shall perform or cause to be performed all covenants and agreements of Debtor contained in this instrument.

EXECUTED as of the date first above written.

PARTNERSHIP PROPERTIES CO.

By: _____
Dwight C. Moorhead,
General Partner

PETRO-LEWIS PRODUCING COMPANY II

By: Petro-Lewis Funds, Inc.,
General Partner

By: _____
Dwight C. Moorhead,
Vice Chairman

ATTEST:

_____
David Bowman,
Assistant Secretary

(SEAL)

By: _____
Gerald Johnston,
Treasurer

THIS INSTRUMENT PREPARED BY:

Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Charlotte E. Brown, a notary public in and for said county in said state, hereby certify that Dwight C. Moorhead, Gerald Johnston and David Bowman, whose names as Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, as the general partner of PETRO-LEWIS PRODUCING COMPANY II,

a Colorado limited partnership, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner as aforesaid. Given under my hand and seal of office this 30th day of September, A.D. 1982.

(Arkansas and South Dakota Form)

On this the 30th day of September, 1982, before me, Charlotte E. Brown, the undersigned officer, personally appeared Dwight C. Moorhead, Gerald Johnston and David Bowman, who acknowledged themselves to be the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMANY II, a Colorado limited partnership, and that they, as such Vice Chairman, Treasurer and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation as general partner of said limited partnership, by themselves as Vice Chairman, Treasurer and Assistant Secretary of said corporation. In witness whereof, I hereunto set my hand and official seal.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Dwight C. Moorhead, Gerald Johnston and David Bowman, the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, who acknowledged that they signed and delivered the foregoing instrument on the day and the year therein mentioned, on behalf of said corporation and said limited partnership. Given under my hand this the 30th day of September, A.D. 1982.

(Montana Form)

On this 30th day of September, in the year 1982, before me, Charlotte E. Brown, a notary public, personally appeared Dwight C. Moorhead, Gerald Johnston and David Bowman, known to me to be the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, the corporation and the limited partnership that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation and the limited partnership therein named, and acknowledged to me that such corporation and such limited partnership executed the same.

(Colorado, Florida, Kansas, Michigan, New Mexico, North Dakota, Ohio, Oklahoma, West Virginia, and Wyoming Form)

The foregoing instrument was acknowledged before me this September 30, 1982, by Dwight C. Moorhead, Gerald Johnston and David Bowman, the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS,

INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, on behalf of said corporation and said limited partnership. Witness my hand and official seal.

Charlotte E. Brown,
Notary Public

Residence: Denver, Colorado
Address: 1700 Broadway
Denver, Colorado 80290

My commission expires: October 10, 1983

(SEAL)

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Charlotte E. Brown, a notary public in and for said county in said state, hereby certify that Dwight C. Moorhead, Gerald Johnston and David Bowman, whose names as Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, as the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner as aforesaid. Given under my hand and seal of office this 30th day of September, A.D. 1982.

(Arkansas and South Dakota Form)

On this the 30th day of September, 1982, before me, Charlotte E. Brown, the undersigned officer, personally appeared Dwight C. Moorhead, Gerald Johnston and David Bowman, who acknowledged themselves to be the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, and that they, as such Vice Chairman, Treasurer and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation as general partner of said limited partnership, by themselves as Vice Chairman, Treasurer and Assistant Secretary of said corporation. In witness whereof, I hereunto set my hand and official seal.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Dwight C. Moorhead, Gerald Johnston and David Bowman, the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS

FUNDS, INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, who acknowledged that they signed and delivered the foregoing instrument on the day and the year therein mentioned, on behalf of said corporation and said limited partnership. Given under my hand this the 30th day of September, A.D. 1982.

(Montana Form)

On this 30th day of September, in the year 1982, before me, Charlotte E. Brown, a notary public, personally appeared Dwight C. Moorhead, Gerald Johnston and David Bowman, known to me to be the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, the corporation and the limited partnership that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation and the limited partnership therein named, and acknowledged to me that such corporation and such limited partnership executed the same.

(Colorado, Florida, Kansas, Michigan, New Mexico, North Dakota, Ohio, Oklahoma, West Virginia, and Wyoming Form)

The foregoing instrument was acknowledged before me this September 30, 1982, by Dwight C. Moorhead, Gerald Johnston and David Bowman, the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, on behalf of said corporation and said limited partnership. Witness my hand and official seal.

Charlotte E. Brown,
Notary Public

Residence: Denver, Colorado
Address: 1700 Broadway
Denver, Colorado 80290

My commission expires: October 10, 1983

(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. As used in this Exhibit "A," "ORR" means overriding royalty, "BPO" means before payout and "APO" means after payout. Where BPO and APO are used, reference is made to the agreement wherein such rights are created and to which reference must be made as to the meaning of "payout."

5. This Exhibit "A" consists of numerous sections, each of which is preceded by a "Title Page." The Title Page identifies the name of the acquisition to which that portion of Exhibit "A" relates and states Debtor's interest in the property interests described in such portion of Exhibit "A," if Debtor's interest is less than the entire interest shown thereon. In addition, each portion of this Exhibit "A" (except the Title Pages) is designated with two letters and a number. The two letters correspond to the code name for the acquisition to which that portion of Exhibit "A" relates, as set forth in the caption of the respective Title Page.

6. All references in this Exhibit "A" to the interest of "Seller" or the interest of "Assignor" (other than interests specifically reserved to "Seller" or "Assignor") shall be deemed to refer to Debtor.

TITLE PAGE

WESTRANS EC ACQUISITION

The interests covered by this portion of Exhibit "A" are the interests relating to the portion of the interests on the attached pages designated as "Interest A" (the "A Interests").

Debtor owns an undivided 78.17821 % interest in and to the A Interests for each property description in this portion of Exhibit "A." Debtor's leasehold interest, Operating Interest (or Working Interest) a[illegible] Net Revenue Interest for each property can be calculat[illegible] by multiplying said percentage by the respective leasehol[illegible] interest, Operating Interest (or Working Interest) and Net Revenue Interest for the A Interests, as shown for that property on this Exhibit "A."

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#41-36 State and #33-36 State.

An undivided 87.5% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of October 2, 1966, bearing Serial Number 66-15523, from the State of Wyoming, lessor, to Nat Novick, lessee, recorded in Book 48 of Oil and Gas Leases at page 143, covering the following described land:

T. 27 N., R. 112 W., 6th P.M.
Section 36: All;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 12.0% before payout and 5.75% after farmout payout.

C. Operating Agreement dated July 1, 1972, among Westrans Petroleum, Inc., et al.

D. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

F. Gas Purchase Agreement dated August 1, 1972 between Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

	BEFORE PAYOUT*	AFTER FARMOUT PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A			
WORKING INTEREST	84.88731%	42.443660%	42.661380%
NET REVENUE INTEREST	64.08992%	34.697685%	34.875685%
INTEREST B			
1971-B Program			
WORKING INTEREST	1.92123%	0.960610%	0.800510%
NET REVENUE INTEREST	1.45053%	0.785300%	0.654420%
1971-C Program			
WORKING INTEREST	0.69146%	0.345730%	0.288110%
NET REVENUE INTEREST	0.52205%	0.282640%	0.235520%

*The "Before Payout" interests specified in this column apply only to the #41-36 State well located in the NE¼NE¼ of Section 36, T. 27 N., R. 112 W., 6th P.M.

EC-110

535

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#22-25 Federal

An undivided 50.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of November 1, 1966, bearing Serial Number W-2108, from The United States of America, lessor, to Jas. O. Breene, Jr., lessee, recorded in Book 47 of Oil and Gas at page 373, covering the following described land:

T. 27 N., R. 112 W., 6th P.M.

Section 25: W½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 11.25% before payout and 5.0% after farmout payout;

C. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al.

D. Gas Purchase Agreement dated August 1972, between Westrans Petroleum, Inc., et al., a[illegible]ellers and FMC Corporation, as buyer.

E. Operating Agreement dated as of Nov[illegible]ber 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

	BEFORE PAYOUT	AFTER FARMOUT PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A			
WORKING INTEREST	48.[illegible]0703%	24.25353%	24.37793%
NET REVENUE INTEREST	36.98661%	20.0091[illegible]%	20.11180%
INTEREST B			
1971-B Program			
WORKING INTEREST	1.[illegible]785%	0.54892%	0.45744%
NET REVENUE INTEREST	0.[illegible]711%	0.45286%	0.37738%
1971-C Program			
WORKING INTEREST	0.39512%	0.19756%	0.16463%
NET REVENUE INTEREST	0.30128%	0.16299%	0.13582%

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#33-25 Federal

An undivided 25.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of February 1, 1967, bearing Serial Number W-3776, from The United States of America, lessor, to Josephine E. Frye, lessee, recorded in Book 41 of Oil and Gas Leases at page 445, insofar as said lease covers the following described land:

T. 27 N., R. 112 W., 6th P.M.

Section 25: E½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 5.0%.

C. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al.

D. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

	BEFORE PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A		
WORKING INTEREST	24.25352%	24.37793%
NET REVENUE INTEREST	20.00915%	20.11180%
INTEREST B		
1971-B Program		
WORKING INTEREST	0.54892%	0.45744%
NET REVENUE INTEREST	0.45286%	0.37738%
1971-C Program		
WORKING INTEREST	0.19756%	0.16463%
NET REVENUE INTEREST	0.16299%	0.13582%

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#33-24 Federal

An undivided 25.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of October 1, 1968, bearing Serial Number W-15340, from The United States of America, lessor, to Ruth Fox Sears, lessee, recorded in Book 47 of Oil and Gas Leases at page 505, covering the following described land:

T. 27 N., R. 112 W., 6th P.M.
Section 24: E½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 5.0%.

C. Operating Agreement dated January 4 1972, among Westrans Petroleum, Inc., as Operator, and Davco Oil Company, et al., as Non-Operators.

D. Gas Contract Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Barnett, et al, as Non-Operators.

	BEFORE PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A		
WORKING INTEREST	24.25352%	24.37793%
NET REVENUE INTEREST	20.00915%	20.11179%
INTEREST B		
1971-B Program		
WORKING INTEREST	0.54892%	0.45744%
NET REVENUE INTEREST	0.45286%	0.37738%
1971-C Program		
WORKING INTEREST	0.19756%	0.16463%
NET REVENUE INTEREST	0.16299%	0.13582%

EC-113

TITLE PAGE

BARBER LL ACQUISITION

Debtor owns an undivided 85.640196% interest in and to the interests listed for each property description in this portion of Exhibit "A." Debtor's leasehold interest, Operating Interest (or Working Interest) and Net Revenue Interest for each property can be calculated by multiplying said percentage by the respective leasehold interest, Operating Interest (or Working Interest) and Net Revenue Interest shown for that property on this Exhibit "A."

The leasehold interests, Operating Interests (or Working Interests) and Net Revenue Interests shown on this portion of Exhibit "A" are expressed in decimal equivalents (1.00 = 100%).

Exhibit "A"

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 BTA 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)

5462

11

1

[redacted] [redacted] [redacted]

PLC/PLF/PPC

193116

MORTGAGE,

SECURITY AGREEMENT,

ASSIGNMENT OF PROCEEDS

AND

FINANCING STATEMENT

RECORDED October 18, 1982 10:00 A.M.
IN BOOK 38 Misc PAGE 54
FEES 60.25 Sam York COUNTY CLERK
SUBLETTE COUNTY CLERK
Kathleen Mc Elwee
Deputy

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THIS INSTRUMENT, dated as of September 30, 1982, is from PARTNERSHIP PROPERTIES CO. ("Nominee"), a Colorado general partnership, and PETRO-LEWIS CORPORATION ("PLC") and PETRO-LEWIS FUNDS, INC. ("PLF"), both Colorado corporations, all with an address of 717 Seventeenth Street, Denver, Colorado 80202, to 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 ("Secured Party"). References herein to "Debtor" shall be deemed to refer to Nominee, PLC, PLF or any two or more of them.

Nominee holds legal, record title to some of the Collateral, as hereinafter defined, as nominee, trustee and agent for the benefit of PLF and/or PLC.

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, unit agreements, unit operating agreements, pooling agreements, joint operating agreements, 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 (except any such other interest held for the benefit of a third party), 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 (except any such other interest held for the benefit of a third party), 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 (except any

such other interest held for the benefit of a third party), 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 wells, platforms, derricks, casing, tubing, tanks, tank batteries, separators, rods, pumps, flow lines, water lines, gas lines, machinery, pipelines, power lines and other 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 (except any such other interest held for the benefit of a third party), 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 (except any such other interest held for the benefit of a third party), 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 (except any such other interest held for the benefit of a third party), 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, including without limitation condemnation awards and the proceeds of any and all title insurance policies and other insurance policies covering all or any part of said property.

IN CONSIDERATION of the matters hereinafter set forth, Debtor hereby grants, bargains, sells, assigns, transfers, pledges, mortgages, conveys and grants a security interest in the Collateral to Secured Party with power of sale, as mortgagee and secured party.

TO HAVE AND TO HOLD the Collateral together with all of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incident or appertaining thereto, to Secured Party forever, subject to all of the terms, conditions, covenants, and agreements herein set forth, AS SECURITY, for the benefit of Secured Party and its successors and assigns.

ARTICLE I

Obligations

Section 1. This Instrument is executed, acknowledged and delivered by Debtor to secure and enforce the following obligations (herein called the "Obligations"):

[redacted] [redacted] [redacted]

A. (1) A promissory note dated September 30, 1981, made by PLC and PLF, in the face amount of $250,000,000, payable to the order of Secured Party, at the principal office of Secured Party in Los Angeles, California, on or before September 30, 1984, with interest until maturity or default at an annual rate equal to the floating commercial loan rate of Secured Party announced from time to time as its prime rate (the "Prime Rate"), and after maturity or default at an annual rate equal to the Prime Rate plus five percentage points per year;

(2) A promissory note dated September 30, 1981, made by PLC and PLF, in the face amount of $250,000,000, payable to the order of Secured Party, at the principal office of Secured Party in Los Angeles, California, on or before September 30, 1984, with interest until maturity or default at an annual rate equal to the London Interbank Offered Rate, as determined pursuant to said note ("LIBOR"), plus three-eighths of one percentage point per year, and after maturity or default at an annual rate equal to the Prime Rate plus five percentage points per year;

(3) A promissory note dated January 20, 1982, made by PLC, in the face amount of $264,373,539, payable to the order of Secured Party, at the principal office of Secured Party in Los Angeles, California, on or before July 31, 1983, with interest until maturity or default at an annual rate equal to the Prime Rate plus one and one-half percentage points per year, and after maturity or default at an annual rate equal to the Prime Rate plus five percentage points per year;

(4) A promissory note dated January 20, 1982, made by PLC, in the face amount of $264,373,539, payable to the order of Secured Party, at the principal office of Secured Party in Los Angeles, California, on or before July 31, 1983, with interest until maturity or default at an annual rate equal to LIBOR plus one and seven-eighths percentage points per year, and after maturity or default at an annual rate equal to the Prime Rate plus five percentage points per year;

(5) A promissory note dated May 24, 1982, made by PLC, in the face amount of $99,000,000, payable to the order of Secured Party, at the principal office of Secured Party in Los Angeles, California, on or before November 24, 1982, with interest until maturity or default at an annual rate equal to the Prime Rate plus one and one-half percentage points per year, and after maturity or default at an annual rate equal to the Prime Rate plus five percentage points per year;

B. All other promissory notes made or guaranteed by Debtor 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 Debtor or guaranteed by Debtor; provided that such additional loans:

(1) shall not together in unpaid principal amount aggregate more than $4,000,000,000 at any time;

(2) shall have been made prior to December 31, 1995; and

(3) shall completely mature prior to December 31, 2000;

C. All other indebtedness, liabilities and obligations of Debtor 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, including without limitation any and all obligations of Debtor to Secured Party for fees, costs and expenses pursuant to or in connection with any loan agreements now or hereafter in force;

D. All sums advanced and costs and expenses incurred by Secured Party or its successors or assigns, including without limitation 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 Debtor 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.

Section 1.2 As to any and all of the Collateral which constitutes real property pursuant to applicable state law, the lien on such portion of the Collateral created by this instrument shall not exceed at any one time the maximum amount of $5,000,000.

ARTICLE II

Warranties, Representations and Covenants

Section 2.1 Debtor warrants, represents and covenants to and with Secured Party that (a) all of the representations and warranties of Debtor contained in any and all loan agreements now or hereafter existing between Debtor and Secured Party are, and shall at all times continue to be, true and correct in all material respects, and all of the covenants of Debtor contained in any of said loan agreements have been performed and complied with by Debtor; (b) unless otherwise indicated, the oil and gas leases or licenses described in Exhibit "A" cover all Hydrocarbons in and under the Land; (c) 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 on all Hydrocarbons produced, saved and marketed from the Land; (d) Debtor's share of development and operating costs with respect to the Land and the wells on the Land is not greater than the "Operating Interest" or "Working Interest" specified in the description of the Land or wells in Exhibit "A"; (e) Debtor's share of the gross production of all Hydrocarbons from the Land and said wells is no less than the "Net Revenue Interest" specified in the description of the Land or wells in Exhibit "A"; (f) Debtor is the lawful owner of good and defensible title to the

Collateral and has the right and authority to mortgage, pledge and hypothecate the same; (g) the leases and licenses described in Exhibit "A" are valid and subsisting and are in full force and effect; (h) all royalties due and payable under the leases and licenses described in Exhibit "A" and all severance and production taxes payable by Debtor have been paid; (i) all producing wells located and the leases and licenses described in Exhibit "A" have been drilled, operated and produced in conformity with all applicable laws and rules, regulations and orders of all regulatory authorities having jurisdiction, and are subject to no penalties on account of past production; (j) none of such wells are deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations; (k) such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands described in Exhibit "A"; (l) each loan evidenced by the Obligations is or shall be for a business or commercial purpose; and (m) Debtor warrants and will forever defend the title to the Collateral against the claims of all persons whomsoever claiming or to claim the same or any part thereof.

Section 2.2 Debtor covenants that, so long as any part of the Obligations remains unpaid, unless 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 Secured Party because of its 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 and similar 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

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"A"; (2) release, surrender, abandon (except in accordance with prudent oil-field practice) 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; or (4) consent to or permit (to the extent it has the power to prevent) any such act by another party in respect of the Land or any part thereof;

E. Debtor shall, at Debtor's own expense, (1) take all reasonable steps to 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) take all reasonable steps to 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) take all reasonable steps to pay or cause to be paid when due all expenses incurred in connection with such maintenance, development, operation and protection of the Collateral; (4) take all reasonable steps to keep all goods, including equipment, 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 Secured Party, through its 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 Secured Party to exercise this right whenever Secured Party so desires; and (6) do all other things necessary to keep unimpaired Secured Party's interests in the Collateral;

F. Debtor shall carry or cause to be carried, with responsible insurance carriers, and in reasonable amounts, (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; 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 Secured Party such other and further instruments and do such other acts as in the reasonable opinion of Secured Party may be necessary or desirable to effect the intent of this instrument, promptly upon request of 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 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 Secured Party and at Debtor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings, employing attorneys agreeable to Secured Party; and Secured Party may take such independent action in connection therewith as it may in its discretion deem advisable, and all costs and expenses, including without limitation reasonable attorneys' fees and legal expenses, incurred by 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. Debtor is 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 Debtor's duties thereunder and hereunder; and Debtor shall not, without the prior written consent of Secured Party, merge, consolidate or otherwise reorganize;

provided, however, that with respect to any of the Collateral which is operated by operators other than Debtor, Debtor shall not be obligated itself to perform any undertakings contemplated by the covenants and agreements contained herein which are performable only by such operators and are beyond the control of Debtor; and provided further, that Debtor agrees to promptly take all actions available to Debtor under any operating agreement or otherwise to bring about the performance of any such undertaking required to be performed by such operators.

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 September , 1982, 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 Pary 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 as provided below, 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 (with any balance remaining after such application to be paid to Debtor):

A. First, to the payment to Secured Party of all unreimbursed costs and expenses incurred by Secured Party pursuant hereto or in any way relating to the Obligations, and any part of the Obligations other than the principal and interest thereon, including without limitation all fees, charges and penalties due Secured Party;

B. Second, to the payment of all interest accrued on the Obligations; and

C. Third, to the payment or prepayment of the principal of the Obligations in any order selected by Secured Party;

provided however, that if any date of application specified above (herein called a "regular application date"), shall be a Saturday, Sunday or holiday on which Secured Party is authorized by law to close, the proceeds to be applied by Secured Party pursuant to this Section 3.2 shall be applied on the business day next succeeding such regular application date which is not a Saturday, Sunday or holiday on which Secured Party is authorized by law to close and the amount to be applied as described above shall be the amount accrued up to the 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 on the Obligations, then Debtor 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 Secured Party. The liabilities of Debtor as set forth in this Section shall survive the termination of this instrument.

Section 3.6 Debtor hereby authorizes and empowers Secured Party to demand, collect, receive and receipt for all production, proceeds and payments assigned hereunder, and Secured Party is hereby appointed agent and attorney-in-fact of Debtor for the purpose of executing any release, receipt, division order, transfer order, relinquishment or other instrument that Secured Party deems necessary in order for Secured Party to collect and receive such production, proceeds and payments. In addition, Debtor agrees that upon Secured Party's request it will promptly execute and deliver to Secured Party such transfer orders, payment orders, division orders and other instruments as Secured Party may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Secured Party of all proceeds, production, and payments assigned hereunder. Debtor hereby authorizes and directs that upon the request of Secured Party all pipeline companies, purchasers, transporters and other parties now or hereafter purchasing oil, gas or other mineral production produced from or allocated to the Interests, or any part thereof, or now or hereafter having in their possession or control any production from or allocated to the Interests, or any part thereof, or the proceeds therefrom, or now or hereafter otherwise owing monies to Debtor under contracts herein assigned, shall, until Secured Party directs otherwise, pay and deliver such proceeds, production or amounts directly to Secured Party at Secured Party's address set forth in the introduction to this instrument, or in such other manner as Secured Party may direct such parties in writing, and this authorization shall continue until this instrument is released. Debtor agrees that all division orders, transfer orders, receipts and other instruments that Secured Party may from time to time execute and deliver for the purpose of collecting and receipting for such proceeds, production, or payments may be relied upon in all respects, and that the same shall be binding upon Debtor and its successors and assigns. No

party making payments to Secured Party at its request under the assignments contained herein shall have any responsibility to see to the application of any of such funds, and any party paying or delivering proceeds, production or amounts to Secured Party under such assignments shall be released thereby from any and all liability to Debtor to the full extent and amount of all payments, production, or proceeds so delivered. Debtor agrees to indemnify and hold harmless any and all parties making payments to Secured Party, at Secured Party's request under the assignments contained herein, against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees resulting from the delivery of such payments to Secured Party. Should Secured Party bring suit against any third party for collection of any amounts or sums included within this assignment (and Secured Party shall have the right to bring any such suit) it may sue either in its own name or in the names of Debtor.

Section 3.7 Should any purchaser taking the production from the Interests fail to make any payment promptly to Secured Party, in accordance with this assignment, then Secured Party, to the fullest extent permissible under applicable law, 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 Secured Party in making such selection, so long as ordinary care is used in the making thereof and failure of Debtor to consent to and promptly effect such change of connection shall constitute an Event of Default, as defined in Article V below.

ARTICLE IV

Termination

If all of the Obligations shall be paid in full pursuant to the terms and conditions of the instrument and the instruments evidencing the Obligations and if Secured Party has no further commitments to make advances to Debtor, and if Debtor shall have well and truly performed all of the covenants herein contained, then 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 The occurrence of any of the following events ("Events of Default") shall, automatically (as to any Event of Default described in D or F below), and at the option of Secured Party (as to any other Event of Default), terminate any and all obligations of Secured Party to extend any credit to Debtor and make all sums of principal and interest then remaining unpaid on the Obligations and all other amounts secured hereby immediately due and payable, all without demand, presentment or notice, all of which are

hereby expressly waived, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law:

A. Failure to pay any fee due Secured Party or any installment of principal of or interest on the Obligations when due;

B. Failure of Debtor to perform or observe any term, condition or provision of this instrument, of any document or agreement executed by Debtor in connection with this instrument or of any other agreement now or hereafter existing between Debtor and Secured Party;

C. Any of Debtor's representations or warranties made herein or any statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect;

D. Debtor shall become insolvent; or admit in writing its inability to pay its debts as they mature; or make an assignment for the benefit of creditors; or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business; or such a receiver or trustee otherwise shall be appointed and shall not be discharged within 30 days after such appointment;

E. Any money judgment, writ or warrant of attachment, or similar process shall be entered or filed against Debtor or any of their respective assets (except any of their respective assets held for the benefit of a third party) and shall remain unvacated, unbonded or unstayed for a period of 30 days or in any event later than five days prior to the date of any proposed sale thereunder;

F. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against Debtor, or any order, judgment or decree shall be entered against Debtor decreeing its dissolution of division;

G. Any material adverse change shall occur as to Debtor, Debtor's business or the Collateral;

H. Debtor shall purchase or otherwise acquire the assets or business of any person or other entity, except in the ordinary and normal course of its business as now conducted; or liquidate, dissolve, merge or consolidate; or sell any material part of its assets; or sell, lease, assign or transfer any material part of its business or fixed assets, or any property or other assets necessary for the continuation of its business as now conducted, including without limitation the selling of any property or other asset accompanied by the leasing back of the same; or

I. Any event of default shall occur as to any other agreement now or hereafter existing relating to extensions of credit to Debtor by Secured Party or any third party.

Section 5.2 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 5.3 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, Secured Party shall have all of the rights and remedies of a mortgagee 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 Secured Party were the absolute owner of such real property and without any liability to Debtor in connection therewith.

Section 5.4 Upon the occurrence of any of the Events of Default, or at any time thereafter Secured Party, 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 5.5 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

[redacted] [redacted] [redacted]

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 5.6 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party may, subject to any mandatory requirements of applicable law, sell or have sold 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 Secured Party may deem appropriate. Secured Party shall make a conveyance to the purchaser or purchasers thereof, and Debtor shall warrant title thereto to such purchaser or purchasers. Secured Party 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 Secured Party, 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 5.7 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 Secured Party may do in carrying out the provisions of this instrument.

Section 5.8 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 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 5.9 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 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 Sect. 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 89-1-55 of the Miss. Code (1978), insofar as such provisions restrict the right of Secured Party to have sold more than 160 acres at one time, and Secured Party may offer the Collateral as a whole regardless of the manner in which it may be described.

Section 5.10 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party 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 Secured Party 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 in 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 by 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. Secured Party 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 Secured Party proceed under Article 3810 of the Revised Civil Statutes of Texas, Secured Party 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 Secured Party, 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 affect 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 Secured Party, shall not be deemed exclusive but such notice or notices may be given in any other manner which may be permitted by applicable law. Secured Party shall receive the proceeds of said sale or sales and apply the same as herein provided.

Section 5.11 All costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in protecting and enforcing its 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 5.12 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 without limitation a reasonable compensation to the agents, attorneys and counsel of Secured Party;

B. Second, to the payment or prepayment 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 5.13 Upon any sale made under the powers of sale herein granted and conferred, the receipt of Secured Party 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 Secured Party be obliged to see to the application thereof or be in any way answerable for any loss, misapplication or nonapplication thereof.

ARTICLE VI

Miscellaneous Provisions

Section 6.1 Each and every right, power and remedy hereby granted to 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 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 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 of Debtor 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 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 6.2 No release from the lien of this instrument of any part of the Collateral by Secured Party shall in any way alter, vary or diminish the force, effect or lien of this instrument on the balance of the Collateral.

Section 6.3 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 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 or 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. PLC and PLF will be jointly and severally liable to Secured Party for performing or causing to be performed any and all obligations of Debtor hereunder.

Section 6.4 This instrument is made with full substitution and subrogation of 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 6.5 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 6.6 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 6.7 Insofar as permitted by otherwise applicable law, this instrument and the Obligations shall be construed under and governed by the laws of Colorado.

Section 6.8 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 6.9 All recording references in Exhibit "A" are to the official real property records of the county in which the affected land is located. 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 6.10 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 6.11 This instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor and of Secured Party, including without limitation any and all other banks, lending institutions and parties which may participate in the indebtedness evidenced by the Obligations. 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 and 364 days 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 6.12 Some of the above goods are or are to become fixtures on the land described in Exhibit "A". The above described minerals or other subst ces of value which may be extracted from the earth (inc ding without limitation oil and gas), and the accounts r ating thereto will be financed at the wellhead of the we or wells located on the land described in Exhibit "A". Thi nstrument is to be filed for record in the real estate re s of each county in which the affected real estate l ocated. Debtor is the owner of a record interest in the r estate concerned.

EXECUTED as of the date first abo written.

PARTNERSHIP PROPERTIES CO.

By _____
Dwight C. Moorhead,
General Partner

PETRO-LEWIS CORPORATION

By _____
Dwight C. Moorhead,
Vice Chairman

ATTEST:

_____
David Bowman,
Assistant Secretary

By _____
Gerald Johnston,
Treasurer

(SEAL)

PETRO-LEWIS FUNDS, INC.

By _____
Dwight C. Moorhead,
Vice Chairman

ATTEST:

_____
David Bowman,
Assistant Secretary

By _____
Gerald Johnston,
Treasurer

[redacted] [redacted] [redacted]

(SEAL)

THIS INSTRUMENT PREPARED BY:

Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Charlotte E. Brown, a notary public in and for said county in said state, hereby certify that Dwight C. Moorhead, whose name as General Partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such general partner, executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 30th day of September, A.D. 1982.

(Arkansas and South Dakota Form)

On this 30th day of September, 1982, before me, Charlotte E. Brown, the undersigned officer, personally appeared Dwight C. Moorhead, who acknowledged himself to be one of the partners of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, and that he, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership, by himself as a partner. In witness whereof, I hereunto set my hand and official seal.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Dwight C. Moorhead, a general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, who acknowledged that he signed and delivered the foregoing instrument on the day and the year therein mentioned, on behalf of said general partnership. Given under my hand this the 30th day of September, A.D. 1982.

(Montana Form)

On this the 30th day of September, in the year 1982, before me, Charlotte E. Brown, a notary public, personally appeared Dwight C. Moorhead, known to me to be the person whose name is subscribed to the within instrument as the general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, the partnership that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the general partnership therein named, and acknowledged to me that such general partnership executed the same.

(Colorado, Florida, Kansas, Michigan, New Mexico, North Dakota Ohio, Oklahoma, West Virginia, and Wyoming Form)

The foregoing instrument was acknowledged before me this September 30, 1982, by Dwight C. Moorhead, a General Partner, on behalf of PARTNERSHIP PROPERTIES CO., a Colorado general partnership. Witness my hand and official seal.

Charlotte E. Brown, Notary Public
Residence: Denver, Colorado

Address: 1700 Broadway
Denver, CO 80290

My commission expires: October 1? 1983

(SEAL)

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Charlotte E. Brown, a notary public in and for said county in said state, hereby certify that Dwight C. Moorhead, Gerald Johnston and David Bowman, whose names as Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION and PETRO-LEWIS FUNDS, INC., both Colorado corporations, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporations. Given under my hand and seal of office this 30th day of September, A.D. 1982.

(Arkansas and South Dakota Form)

On this the 30th day of September, 1982, before me, Charlotte E. Brown, the undersigned officer personally appeared Dwight C. Moorhead, Gerald Johnston and David Bowman, who acknowledged themselves to be the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION and PETRO-LEWIS FUNDS, INC., both Colorado corporations, and that they, as such Vice Chairman, Treasurer and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the names of said corporations, by themselves as Vice Chairman, Treasurer and Assistant Secretary. In witness whereof, I hereunto set my hand and official seal.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Dwight C. Moorhead, Gerald Johnston and David Bowman, the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION and PETRO-LEWIS FUNDS, INC., both Colorado corporations, who acknowledged that they signed and delivered the foregoing instrument on the day and the year therein mentioned, on behalf of said corporations. Given under my hand this the 30th day of September, A.D. 1982.

(Montana Form)

On this 30th day of September, in the year 1982, before me, Charlotte E. Brown, a notary public, personally appeared Dwight C. Moorhead, Gerald Johnston and David Bowman, known to me to be the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION and PETRO-LEWIS FUNDS, INC., both Colorado corporations, the corporations that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporations therein named, and acknowledged to me that such corporations executed the same.

(Colorado, Florida, Kansas, Michigan, New Mexico, North Dakota, Ohio, Oklahoma, West Virginia, and Wyoming Form)

The foregoing instrument was acknowledged before me this September 30, 1982, by Dwight C. Moorhead, Gerald Johnston and David Bowman, the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION and PETRO-LEWIS FUNDS, INC., both Colorado corporations, on behalf of said corporations. Witness my hand and official seal.

Charlotte E. Brown, Notary Public
Residence: Denver, Colorado

Address: 1700 Broadway
Denver, CO 80290

My commission expires: October 10, 1983

(SEAL)

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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. As used in this Exhibit "A," "ORR" means overriding royalty, "BPO" means before payout and "APO" means after payout. Where BPO and APO are used, reference is made to the agreement wherein such rights are created and to which reference must be made as to the meaning of "payout."

5. This Exhibit "A" consists of numerous sections, each of which is preceded by a "Title Page." The Title Page identifies the name of the acquisition to which that portion of Exhibit "A" relates and states Debtor's interest in the property interests described in such portion of Exhibit "A," if Debtor's interest is less than the entire interest shown thereon. In addition, each portion of this Exhibit "A" (except the Title Pages) is designated with two letters and a number. The two letters correspond to the code name for the acquisition to which that portion of Exhibit "A" relates, as set forth in the caption of the respective Title Page.

6. All references in this Exhibit "A" to the interest of "Seller" or the interest of "Assignor" other than interests specifically reserved to "Seller" or "Assignor" shall be deemed to refer to Debtor.

TITLE PAGE

WESTRANS EC ACQUISITION

The interests covered by this portion of Exhibit "A" are the interests relating to the portion of the interests on the attached pages designated as "Interest A" (the "A Interests").

Debtor owns an undivided 21.821781% interest in and to the A Interests for each property description in this portion of Exhibit "A." Debtor's leasehold interest, Operating Interest (or Working Interest) and Net Revenue Interest for each property can be calculated by multiplying said percentage by the respective leasehold interest, Operating Interest (or Working Interest) and Net Revenue Interest for the A Interests, as shown for that property on this Exhibit "A."

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#41-36 State and #33-36 State.

An undivided 87.5% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of October 2, 1966, bearing Serial Number 66-1[illegible]23, from the State of Wyoming, lessor, to Nat Novick, lessee, recorded in Book 48 of Oil and Gas Leases at page 143, covering the following described land:

T. 27 N., R. 112 W., 6th P.M.
Section 36: All;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 12.0% before payout and 5.75% after farmout payout.

C. Operating Agreement dated July 1, 1[illegible]2, among Westrans Petroleum, Inc., et al.

D. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operator.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Litton, et al., as Non-Operators.

F. Gas Purchase Agreement dated August 1, 1972 between Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

	BEFORE PAYOUT*	AFTER FARMOUT PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A			
WORKING INTEREST	84.887318%	42.443[illegible]60%	42.661380%
NET REVENUE INTEREST	64.08992%	34.697[illegible]85%	34.875685%
INTEREST B			
1971-B Program			
WORKING INTEREST	1.921238%	0.960[illegible]10%	0.800510%
NET REVENUE INTEREST	1.450538%	0.78[illegible]%	0.654420%
1971-C Program			
WORKING INTEREST	0.691468%	0.345[illegible]30%	0.288110%
NET REVENUE INTEREST	0.52205%	0.282[illegible]40%	0.235520%

*The "Before Payout" interests specified in this column apply only to the #41-36 State well located in the NE¼NE¼ of Section 36, T. 27 N., R. 112 W., 6th P.M.

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#22-25 Federal

An undivided 50.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of November 1, 1966, bearing Serial Number W-2108, from The United States of America, lessor, to Jas. O. Breene, Jr., lessee, recorded in Book 47 of Oil and Gas at page 373, covering the following described land:

T. 27 N., R. 112 W., 6th P.M.

Section 25: W½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 11.25% before payout and 5.0% after farmout payout;

C. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al.

D. Gas Purchase Agreement dated August 1, 1972, between Westrans Petroleum, Inc., et al., as sellers and FMC Corporation, as buyer.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

	BEFORE PAYOUT	AFTER FARMOUT PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A			
WORKING INTEREST	48.50703%	24.25352%	24.37793%
NET REVENUE INTEREST	36.98661%	20.00915%	20.11180%
INTEREST B			
1971-B Program			
WORKING INTEREST	1.09785%	0.54892%	0.45744%
NET REVENUE INTEREST	0.83711%	0.45286%	0.37738%
1971-C Program			
WORKING INTEREST	0.39512%	0.19756%	0.16463%
NET REVENUE INTEREST	0.30128%	0.16299%	0.13582%

EC-111

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SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#33-25 Federal

An undivided 25.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of February 1, 1967, bearing Serial Number W-3776, from The United States of America, lessor, to Josephine E. Frye, lessee, recorded in Book 41 of Oil and Gas Leases at page 445, insofar as said lease covers the following described land:

T. 27 N., R. 112 W., 6th P.M.

Section 25: E½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 5.0%.

C. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al.

D. Gas Purchase Agreement dated August , 1972, among Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

	BEFORE PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A		
WORKING INTEREST	24.25352%	24.37793%
NET REVENUE INTEREST	20.00915%	20.11180%
INTEREST B		
1971-B Program		
WORKING INTEREST	0.54892%	0.45744%
NET REVENUE INTEREST	0.45286%	0.37738%
1971-C Program		
WORKING INTEREST	0.19756%	0.16463%
NET REVENUE INTEREST	0.16299%	0.13582%

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#33-24 Federal

An undivided 25.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of October 1, 1968, bearing Serial Number W-15340, from The United States of America, lessor, to Ruth Fox Sears, lessee, recorded in Book 47 of Oil and Gas Leases at page 505, covering the following described land:

T. 27 N., R. 112 W., 6th P.M.

Section 24: E½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 5.0%.

C. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., as Operator, and Dalco Oil Company, et al., as Non-Operators.

D. Gas Contract Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

	BEFORE PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A		
WORKING INTEREST	24.25352%	24.37793%
NET REVENUE INTEREST	20.00915%	20.11179%
INTEREST B		
1971-B Program		
WORKING INTEREST	0.54892%	0.45744%
NET REVENUE INTEREST	0.45286%	0.37738%
1971-C Program		
WORKING INTEREST	0.19756%	0.16463%
NET REVENUE INTEREST	0.16299%	0.13582%

EC-113

TITLE PAGE

BARBER LL ACQUISITION

Debtor owns an undivided 14.359804% interest in and to the interests listed for each property description in this portion of Exhibit "A." Debtor's leasehold interest, Operating Interest (or Working Interest) and Net Revenue Interest for each property can be calculated by multiplying said percentage by the respective leasehold interest, Operating Interest (or Working Interest) and Net Revenue Interest shown for that property on this Exhibit "A."

The leasehold interests, Operating Interests (or Working Interest) and Net Revenue Interest shown on this portion of Exhibit "A" are expressed in decimal equivalents (1.00 = 100%).

Exhibit "A"

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 BOE 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 (CRRI)

LL-146
6/25

Partial Release- Lot 26
BOOK 13, Page 115
1-28-86

570

Released BK 13 Rls @ Pg. 745

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN L. D. TANNER and SHIRLEY A. TANNER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ---Eighty Thousand and no/100---------- Dollars, due ten (10) years with interest from date at the rate of 16.25 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, One Thousand THree Hundred Fifty Two and 60/100----------

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:

TOWNSHIP 30 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 3: Lot 2, Lot 3 Except the NW¼ thereof, S½NE¼, SE¼SW¼, N½SE¼, N½S½SE¼.
Section 11: N½N½ excepting that part of said N½N½ platted as Friendly Creek Subdivision of record in the SUblette County Clerk's Office, Recorded August 3, 1982 in Book 40 of Misc., Page 578.
Section 12: NW¼NW¼.

LOTS 13, 14, 15, 16 and 17 of the Friendly Creek Subdivision, Sublette County, and recorded with the County Clerk at Pinedale, Wyoming. (Eash Lot contains 10 acres more or less.

183197

RECORDED Oct 20 1982 8:00A M
IN BOOK 38 Misc PAGE 570
FEES $6.00 Lora J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stowe

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $80,000.00 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 October A. D. 19 82.

In the presence of

John L. D. Tanner
Shirley A. Tanner

[redacted] [redacted] [redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by John L. D. Tanner
Shirley A. Tanner
this 4th day of October, 1982.

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

572

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 PAUL D. WILLIAMS AND LORI R. WILLIAMS, husband and wife

residing in Sublette County, Wyoming, whose post office address is P.O. Box 614 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*
10/21/82	$49,900.00	13.125%	10/21/2015

193236

RECORDED Oct 21 1982 3:00 PM
IN BOOK 5 Mtg PAGE 572
FEES 10.00 Lana J Yake COUNTY CLERK
By Dorothy McEwen DEPUTY COUNTY CLERK

(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 10, 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.

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 the request to deliver such policies to the Government

(9) To maintain improvements in good repair and make repair 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 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 [redacted] of the Farmers Home Administration, [redacted] uture 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 21st day of October, 19 82.

Paul D Williams

Lori R Williams

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by Paul D. Williams and Lori R. Williams

, , this 21st day of October, 19 82.

Witness my hand and official seal.

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

(SEAL)

Edwin R. Adams
Notary Public

My commission expires: July 28, 1984

576

MORTGAGE DEED—FORM NO. 4.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Larry D. and Carla Jean Moore, husband and wife

Big Piney, Wyoming 83113

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

--------Sixty five thousand dollars and no/100--- Dollars, due 10 years

with interest from date at the rate of 16¼ per cent per annum, payable annually

evidenced by One (1) promissory note, of even date herewith,

120 monthly payments of 1,098.98

do hereby mortgage to

State Bank of Big Piney

mortgagee, whose address is Box 428

Big Piney, Wyoming 83113

the following described real

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

Lot Nine (9) amended Meadow Canyon Estates

576

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 Sixty five thousand -------- 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 and by virtue of the homestead laws of said state.

Dated this 5th day of October A. D. 19 82.

In the presence of

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Larry D. Moore
Carla Jean Moore

this 5th day of October, 1982.

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, $

577

578

MORTGAGE DEED—FORM NO 4[illegible]

THE MILLS COMPANY, CHEYENNE 1413CA

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
---Eighty thousand dollars and no/100-------- Dollars, due 10 years
with interest from date at the rate of 16 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:

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.

193250

October 15 1982 8:00 A.M.
58 Mtg PAGE 578
Lee Clerk 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 Eighty 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 ll. legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and 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 October A. D. 19 82.

In the presence of

David Lee Smith

Terry LaGene Smith

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by David Lee Smith, Terry LaGene Smith, this 14th day of October, 19 82.

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

580

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CHARLES M. THORNTON and EILLEN R. THORNTON, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Sixty Eight Thousand Five 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 (1) promissory note, of even date herewith, 120 monthly payments in the amount of $1,190.52

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:

Township 29 North, Range 111 West of the 6th P.M.
NE 1/16 Corner of Section 29, 720 Feet Due North and 1,806 Feet Due East, Sublette County, Wyoming, containing approximately ten (10) Acres.

Rel'd 8/11/86 [illegible]

RECORDED October 25 1982 8:00 A.M.
BOOK 38 Mtg PAGE 580
FEES $6.00 Karen J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Deputy Richard M. Peters

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 $68,500.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, 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 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 August A. D. 1981.

In the presence of

Charles M. Thornton

Eillen R. Thornton

State of Wyoming
County of Subletto } ss.

The foregoing instrument was acknowledged before me by Charles M. Thornton
Eillen R. Thornton,
this 11th day of August, 1981.

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, $

582 Misc Bk 11 pg 660

MORTGAGE DEED---FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 1-81-302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Thomas H. Hawley and Margaret A. Hawley, husband and wife

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

-----Eight thousand dollars and no/100----- Dollars, due 5 years

with interest from date at the rate of 16.25 per cent per annum, payable annually

evidenced by One (1) promissory note , of even date herewith, 60 monthly payments at 195.61

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 7 and 8, Block 42, Marbleton Townsite, Sublette County, Wyoming

193253

FILED October 25 A.D. 19 82 2:00 P.M.
BOOK 3-S MISC PAGE 582
FEE $6.00 Lee J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy Marie

The mortgagor S agree to pay the indebtedness hereby secured, and to pay 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 of and payable to the mortgagee , and 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 14th day of October A. D. 19 82

In the presence of

Thomas H. Hawley

Margaret A. Hawley

State of Wyoming)
County of Sublette) ss.

The foregoing instrument was acknowledged before me by Thomas H. Hawley
Margaret A. Hawley,
this 14th day of October, 19 82.

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, $

584 Released BK 13 Rec. pg - 543

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 20 day of October ,

19 82 , William B. Johnsey and Kathryn M. Johnsey, Husband and Wife who,

whether one person or more, are herein called MORTGAGOR whose address is P.O. Box 461

Big Piney, Wyoming 83113 hereby MORTGAGES

to MORTGAGEE, namely: WestAmerica Mortgage Company

whose address is 8095 Belleview, Englewood, Colorado 80110

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

Lot 29, Meadow Canyon Estates, Wyoming, on the amended plat, as same appears of record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming.

including all buildings and improvements thereon, or that may 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 Nine Thousand Two Hundred and no/100---------- DOLLARS

($ 69200.00) with interest at the rate of twelve ½ per centum (12½ %) 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 Thirty Nine and 6/100---------- DOLLARS

($ 739.06), commencing on the 1st day of December , 19 82 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of November 2012 ,

. 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	360	623
Big Horn	262	79	Niobrara	242	108
Campbell	173	161A	Park	359	1
Carbon	536	358	Platte	177	152
Converse	447	339	Sheridan	1[illegible]2	179
Crook	107	402	Sublette	26	91
Fremont	70	181	Sweetwater	350	288
Goshen	316	182	Teton	3	225
Hot Springs	90	70	Uinta	278	447
Johnson	88A-20	37	Washakie	119	296
Lincoln	87	296	Weston	11	394
Laramie	895	123			

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the Mortgagor(s) ha[redacted] set [redacted] hand(s) the day and year first above-written.

William B. Johnsey
William B. Johnsey Mortgagor

Kathryn M. Johnsey Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Teton)

On this 20th day of October, 1982, before me personally appeared William B. Johnsey and Kathryn M. Johnsey, 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
Notary Public
Teton
My commission expires June, 1983

Susie Lutz
Notary Public

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

193273

RECORDED Oct 25 19 82 4:30 P M
IN BOOK 35 Mtg PAGE 584
FEES $ 6.00 Lucile A Jake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

5-85

Land Title Company

356

MORTGAGE DEED—FORM NO. 412 THE MILLS COMPANY, CHEYENNE, WYOMING

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BRUCE C. GOOCH, a married man dealing in his sole and separate property,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Twenty Thousand and No/100 - - -($20,000.00) - - - Dollars, due 10/12/83 with interest from 10/12/82 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 Teton, in the State of Wyoming, to wit:

That part of the $N\frac{1}{2}NW\frac{1}{4}$ of Section 29, Township 40 North, Range 116 West, Teton County, Wyoming, described as follows:
Beginning at a point on the south line of the said $N\frac{1}{2}NW\frac{1}{4}$, N. 89° 30'E., the basis of bearing for this survey, 1319.21 feet from the southwest corner of the said $N\frac{1}{2}NW\frac{1}{4}$ where is found a 2" galvanized steel pipe with brass cap inscribed "PHILLIP G. MORTON RLS376 JACKSON WYO R1 W N 1/16 S30/S29 1962"; thence continuing N. 89° 30'E, 798.15 feet along the said south line to a point; thence N. 00°48'E., 41.35 feet to a point; thence N. 85°51.5'W, 304.90 feet to a point; thence N. 06°00.5'E., 159.90 feet to a point; thence S. 82°11'W., 480.92 feet to a point; thence S. 04°14.5' W., 543.42 feet to the point of beginning;
Together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; to other 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 or legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

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

Dated this 12th day of October A. D. 1982.

In the presence of

Bruce C. Gooch

RECORDED October 26 1982 11:00 AM
IN BOOK 38 PAGE 586
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Bruce C. Gooch

this 12th day of October, 1982.

Witness my hand and official seal.

Jan N. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/83

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

537

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Janet Goodman, a single woman, hereby sells, assigns, and transfer unto Elva Strohmaier, a married woman, as her sole and separate property, including all rents, profits and income as her sole and separate property, that certain mortgage executed by William A. Meyer on the real property located in Sublette County, 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; and SUBJECT TO reservations of record.

to Janet Goodmay to secure the payment of Twenty Seven Thousand Six Hundred Twenty-Seven and no/100ths Dollars ($27,627.00) and interest, recorded November 12, 1981, in Book 34 of Mortgages, at page 570, of the record of Mortgages for Sublette County, Wyoming, together with the note or notes thereby secured and the money due and to become due thereon with interest.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of October, 1982.

JANET GOODMAN

STATE OF IDAHO)
)ss
County of Twin Falls)

The foregoing instrument was acknowledged before me by JANET GOODMAN this 20th day of October, 1982.
WITNESS MY HAND and official seal.

Louis Garbrecht
Notary Public for the State of Idaho
Commission expires: Life Time

RECORDED October 27 1982 2:22 P.M.
IN BOOK 38 Misc PAGE 588
FEES $4.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Release - Book 13, Page 475

589

REAL ESTATE MORTGAGE

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

Date October 13, 1982

Wayne L. Feltner and Virginia P. Feltner, 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, all the real estate, and mineral rights, owned by Mortgagors, subject to existing easements of record, reservations in United States patents, and the rights of the public in all highways, the following-described real estate in Sublette County, Wyoming:

	SEC.	TWP.	RG.
Lot 4, Hines Addition to the Town of Pinedale			

RECORDED October 3rd 19 82 3:30 M
IN BOOK 38 Misc PAGE 589
FEE $6.00 Sandra L. Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stevens

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 erected thereon, including all apparatus, equipment, fixtures or articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and/or forming a part of any structure, specifically including, but not limited to, stoves, screens, shades, storm sash, storm doors and windows, awnings, floor coverings, in-a-door beds, awnings, stoves, refrigerators, water heaters, air conditioners, mantles, heaters and fireplace equipment, all of which are declared to be a part of the real estate, whether physically attached thereto or not, and deemed a portion of the security for the indebtedness hereinafter described.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of FIFTY FIVE THOUSAND SIX HUNDRED AND NO/100 ---------- DOLLARS, payable in installments with interest according to the terms of said note, the last installment being due and payable on the first day of March, 1992. This mortgage 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 or 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 required for the payment of taxes, liens, assessments are insufficient, the Mortgagors will, upon request, pay such additional sums prior to the due dates 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 provisions of the loan secured hereby will be made for the purposes specified in the Mortgagors' application for said loan, and approved by said Act.

The Mortgagors, and each of them, hereby warrant that they are the 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 thereto supplied 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 all buildings or other improvements now on or which may hereafter be placed on said premises to the satisfaction of the Mortgagee, and the 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 in the note.

(5) That in the event any award is 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, all such 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 constituted 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)

Wayne L. Feltner (SEAL)

Virginia P. Feltner (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Uinta } ss.

On this 27 day of October, A.D., 1982, before me, a Notary Public in and for said County and State, personally appeared Wayne L. Feltner and Virginia P. Feltner, husband and wife.

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

My commission expires: 2/12/85

D. Jud Redden
Notary Public
County of Uinta
State of Wyoming
My commission expires: Feb 12, 1985

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

This Space For Use of Mortgagee Only

Loan No. 707-3-8957185H

Abstract 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., this _____ 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 $ _____

Release - Book 13, Page 482

5-91

MORTGAGE DEED—FORM NO. 4-A

1-2-3-8C

THE MILLS COMPANY, SHERIDAN 12484

MORTGAGE

THIS MORTGAGE, made this 22nd **day of** October, **19** 82, **between**

MAHLON GRUBB, a single man,

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

MARNA GRUBB, a single woman,

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

The Mortgagor, for and in consideration of the sum of Forty-seven Thousand Twenty-four and 94/100 - - -

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 Mortgagee.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Forty-seven Thousand Twenty-four and 94/100 - - -

5-93

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.

Mahlon Grubb

Mahlon Grubb

INDIVIDUAL ACKNOWLEDGMENT

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

On this 22nd day of October 1982, before me personally appeared Mahlon Grubb a single man,

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

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

My commission expires: 1-24-84

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of 19, before me personally appeared

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

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

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

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of 19, before me personally appeared

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

and that the affixed to said instrument is the corporate seal of said corporation, and said instrument was signed and sealed on behalf 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 hand and seal the date first above written.

My commission expires:

REAL ESTATE MORTGAGE

FORM FLB 208 (Rev. 1-77)

Date October 19, 1982

Peter S. Olson (also known as Pete Olson) and Anne Olson, 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.
S½ NE¼; and N½ SE¼	34		
NE¼ NE¼; and S½ N½; and N½ S½; and SE¼ SW¼; and S½ SE¼	35		
All in		30N	109 W 6th P.M.
Lots 2, 3, 6, 8, and 9; and SW¼ NE¼; and NE¼ SW¼	14		
Lots 4, 5, 6, and 8; and SW¼ NE¼; and E½ SW¼; and W½ SE¼	15		
Lot 1	21		
Lots 2, 3, 4, 5, 6, 7, 9, 10, and 11; and NW¼ NE¼; and NW¼; and NW¼ SW¼	22		
Lot 1	23		
Lots 1 and 2; and NW¼ NE¼	27		
All in		30N	110 W 6th P.M.

containing 1838.13 acres, more or less, together with all of the right, title, and interest (if any owned or hereafter acquired) of the Mortgagors in said property, including all buildings, improvements, fixtures, or appurtenances thereon or hereafter placed thereon; all water, irrigation, and drainage rights; the tenements, hereditaments, and appurtenances thereto and the rents, issues, crops, and profits arising from said lands; and (if the Mortgagors' rights in the public domain are required by Mortgagee for security purposes) all leases, permits, licenses, or privileges, appurtenant or non-appurtenant to said mortgaged premises, now or hereafter issued, extended, or renewed to the Mortgagors by the United States or the state in which the above-described property is located or any department, bureau, or agency thereof.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of ONE HUNDRED FIFTY NINE THOUSAND FIVE HUNDRED AND NO/100 -------- DOLLARS, payable with interest according to the terms of said note, the final payment being due and payable on the first day of January, 2018. This conveyance shall be void upon the payment of said promissory note.

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

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

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

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

(3) To pay all rents, fees, or charges now due or to become due under the terms of each lease, permit, license, or privilege in the public domain which is appurtenant or non-appurtenant to the mortgaged premises, which has been issued, extended, or renewed by the United States or the State in which the above-described property is located; and to perform and observe every act, covenant, condition, and stipulation necessary to keep each of the same in good standing; and to take every necessary step to secure the release, renewal, or extension of each of the same; and to assign, waive, pledge, or endorse to the Mortgagee each lease, permit, license, or privilege if Mortgagors' rights in public lands are required by Mortgagee for security purposes.

(4) That in the event the Mortgagee is a party to any litigation affecting the security or the lien of it 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 obliged to protect its rights or lien, including condemnation and bankruptcy proceedings, the Mortgagee may incur such costs and advance payment for abstract fees, attorney fees (except to the extent prohibited by law), costs, expenses, and other charges.

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

Release Book 13 Pg 348 8-14-86 59¢

(n) that in the event any award 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.

(o) 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.

(p) 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.

(q) 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 within any specific default of Mortgagors shall not be construed as a waiver of any future default; 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 premium, 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 time 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.

(r) that the Mortgagee may extend and defer the maturity of and renew and mortgage said indebtedness, release from liability any party liable thereon, and release from the lien hereof any part of the property covered hereby, with or without consideration, 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 releases being hereby consented to and secured hereby.

(11) Transfer of Security. It is agreed between the parties hereto, their heirs, legal representatives and assigns, that the integrity and responsibility of the Mortgagors constituted 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 and remedies thereunder as in any other default in the terms of the note and mortgage.

(12) Assignment of Proceeds of Mineral Lease. Mortgagors hereby transfer, assign over, and convey to Mortgagee all rents, royalties, bonuses, and delay moneys that may from time to time become due and payable under any oil, gas, or other mineral lease of any kind now existing or that may hereafter come in existence, covering the above land or any part thereof, and both as to the land herein described and as to lands pooled therewith, and hereby secured hereby; or and each such rent, bonus, royalty, and delay money received by Mortgagors shall be applied over and above any interest in, any or all as Mortgagee may at its option of such rents, royalties, bonuses, and delay moneys, and without prejudice to any of its other rights under Mortgagee of said rents, royalties, bonuses, and delay moneys, in payment or reduction of the mortgage debt, subject to the Mortgage debt and the release of this mortgage of record, this conveyance shall become inoperative and of no force and effect.

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

Peter S. Olson (SEAL) Peter S. Olson (SEAL)

Anne Olson (SEAL) Anne Olson (SEAL)

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

On this 23 day of October, A.D., 1982, before me, a Notary Public in and for said County and State, personally appeared Peter S. Olson (also known as Pete Olson) and Anne Olson, 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
(Shirley Ball)
Notary Public in and for said County and State

(print name under signature)

This Space For Use of Mortgagee Only
707-3-8957177

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

[redacted]

Filed for record the 25th day of October, A.D., 1982, at 3:38 o'clock P.M., and recorded in Book 594 of Mortgages on Page 598

Lucy J. Clarke
County Clerk

By Dorothy Williams
Deputy

193816

WHEN RECORDED MAIL TO:
TRANS[redacted]A MORTGAGE COMPANY
11275 E. MISSISSIPPI AVE
AURORA, CO 80012

[redacted]

[redacted]

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

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

TMC # 780726 BANK # 901

591-027089

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That LARRY F. VANCE AND GLENDA E. VANCE, HUSBAND & WIFE herein designated as Mortgagor, of 0, PINEDALE, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars ($ 67,500.00), with interest at the rate of TWELVE AND ONE-HALF per centum (12.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

TRANSAMERICA MORTGAGE COMPANY, A CALIFORNIA CORPORATION,

a corporation organized and existing under the laws of CALIFORNIA, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of SEVEN HUNDRED TWENTY AND 40/100 Dollars ($ 720.40), commencing on the first day of DECEMBER, 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 NOVEMBER, 2013, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit;

LOT 2, VALLEY HILLS SUBDIVISION, SUBLETTE COUNTY,
WYOMING AS THE SAME APPEARS OF RECORD ON THE OFFICIAL
PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK
AND EX OFFICIO REGISTER OF DEEDS, SUBLETTE COUNTY, WYOMING.

193331

RECORDED November 1 1982 4:00 PM
IN BOOK 38 Misc PAGE 596
FEES $8.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thure

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 is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenents to warrant and defend the title of said premises against the lawful claims of all persons whomsoever

And the Mortgagor covenenants 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 any 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, next due, plus 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 therefore divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taces, and assessments will become delinquent, such sums to be held by Mortgage 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 here; 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 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) or 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, or if a default shall occur prior to 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 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 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 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 provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved 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. 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 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 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 covenants that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within 90 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 ASSIGNATED 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 any taxes, assessments, water charges, principal, interest arrearages, ground rents, together with all other sums payable pursuant to the provisions hereof, shall become expenditures for repairs or maintenance 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 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 by 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 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, and on refusal, the delivery of such possessions, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

• And the said GLENDA E. VANCE wife of the said LARRY E. VANCE upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) ha hereunto set hand(s) this 29th day of OCTOBER, 1982

In the presence of

LARRY F. VANCE

Glenda E. Vance

GLENDA E. VANCE

THE STATE OF WYOMING

ss:

COUNTY OF Teton

On this 29th day of October, 1982 before me personally appeared Larry F Vance & Glenda E. Vance to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and seal, this 29th day of October, A.D. 1982

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

My commission expires 6-2-83

Susie Lutz
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

598

599

MORTGAGE DEED—FORM NO. 4-A

THE MILLS COMPANY, CHEYENNE 142 484

MORTGAGE

THIS MORTGAGE, made this 30th **day of** September, **19** 82, **between**

SYLVESTER D. WALKER, a single person,

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

MARGUERITE WALKER, a single person,

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

The Mortgagor, for and in consideration of the sum of Twenty 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 [redacted] Mortgagee.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Twenty 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.

Sylvester D. Walker

Sylvester D. Walker

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sweetwater } ss.

On this 30th day of September 1982, before me personally appeared

Sylvester D. Walker, a single person,

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

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

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

My commission expires: 4-23-86

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 is the of

and that the 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

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

Given under hand and seal the date first above written.

My commission expires:

MORTGAGE [redacted] —FORM NO. 4½ [redacted] THE MILLS COMPANY, SHERIDAN 14130B

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DENNIS G. CRAMER and CHRISTINE CRAMER, husband and wife,

and FORREST CRAMER

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

Fifty-Five Thousand and no/100--------($55,000.00 Dollars, due 3/1/83

with interest from 10/30/82 at the rate of 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 Box 519

Pinedale, Wy. 82941

the following described real

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

SEE SCHEDULE A

138465

filed 312 p 207

[redacted] 1982 1:00 M

[redacted] 602

[redacted] COUNTY CLERK

SUBLETTE COUNTY, WYOMING

by Dorothy M Ethun

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 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. 1982.

In the presence of

Christine Cramer

Forrest Cramer

Dennis G Cramer

607

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Dennis G. Cranmer, Christine Cranmer, and Vernett Cranmer, this 20th day of October, 19[illegible].

Witness my hand and official seal.

[illegible]
Signature

[illegible]
Title of Officer

My Commission Expires: [illegible]

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of [illegible] } ss.

This instrument was filed for record at [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]

SCHEDULE A

A tract of land located in the $W\frac{1}{2}NW\frac{1}{4}$ of Section 19, T. 35 N., R. 108 W., 6th P. M., Sublette County, Wyoming, described as follows:

Beginning at a point on the centerline of County Road #23-109, said point being S. 89°58'E., a distance of 943.80 feet from the West Quarter Corner of said Section 19; thence, from said point of beginning, N. 00°26'E., a distance of 856.00 feet; thence S. 89°58'E., a distance of 206.25 feet; thence N. 00° 26'E., a distance of 400.00 feet; thence S. 89°58'E., a distance of 206.25 feet; thence S. 00°26'W., a distance of 1256.00 feet; thence N. 89°58'W., along the centerline of said County Road # 23-109, a distance of 412.50 feet to the point of beginning, together with all improvements and appurtenances thereunto appertaining.

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

605 Rel Bk 11 pg 651

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN R. MORTENSON and JARLATH M. MORTENSON, Husband and Wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Sixty-Five Thousand and no/100---------- Dollars, due 3/7/83 with interest from 9/7/82 at the rate of 18 per cent per annum, payable at maturity ~~annually~~ evidenced by several promissory note S, of even date herewith,

do hereby mortgage to FIRST NA NAL BANK OF PINEDALE mortgagee, whose address is P. Box 519 P. ale, Wy. 82941 the following described real estate, situated in th. County o ublette, in the State Wyoming, to wit:

Lot Five (5) lley Hills Subdivision as e same appears of rec rd on e official plat thereof fi ed in the office of the County lerk and Ex-Officio Regist r of Deeds, Sublette County, yoming, together with all provements and appurtenances ereunto appertaining;
SUBJECT TO re rvations and restrictions ntained in United States patent nd to easements and righ of way of record or in se;
SUBJECT TO p mineral reservations of cord; and
SUBJECT TO R ictions Governing Valley lls Subdivision record d 7/2 in Book 34 of Miscellane s, page 265.

NO PROPOSED IC SEWAGE DISPOSAL SYSTEM NO PROPOSED DOMEST C WAT OURCE. NO PUBLIC MAINTE E OF STREETS OR RO S.

22966

RDED November 1 195 1:00 P.M.
OOK 58 Mtg 625
Recorded in Book
SUBLETTE COU ING COUNTY CLERK
by Dara 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 insurabl 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 k p the premises insured, as aforesaid, the mort gee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured or in the pay ent of the interest thereon, or any part of such principal or inte st, when the same shall become due, or in ca default shall be made in any of the covenants and agreements hereof, then whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortga ts legal representatives or assigns may proceed, purs to law, to foreclose on and sell said property, an of the p ds of such sale he shall pay all sums due hereunder, to with all costs of sale and foreclosure, includin reasonable Dollars, a ney's fees.

Hereby relinquis and waiv all rights under and by virtue of the homestead laws o state.

Dated this 2 h day SEPTEMBER A. D. 198

In the presence of

John R. Mortenson

Jarlath M. Mortenson

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by

John R. Mortenson and Jarlath M. Mortenson

this 20th day of September, 19 83.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: 1/24/87

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, $ .....

607

607 Parcel III added 12 07 47
filed 12 pg 62

MORTGAGE DEED---FORM NO. 41 THE MILLS COMPANY, CHEYENNE, WYO. 41302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM ROBERT TANNER and HELEN R. TANNER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Two Hundred Twenty Thousand and no/100-------- Dollars, due 7 years with interest from date at the rate of 16 1/4 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, 84 monthly payments in the amount of $4,101.04 beginning November 28, 1982

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

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

PARCEL I:

LOTS 9, 10, 11 AND 1[illegible] BLOCK 3, MARBLETON TOWNS[illegible], SUBLETTE COUNTY, WYOMING.

PARCEL II:

LOTS 23 AND 24, BLOCK 19, MARBLETON TOWNSITE, S[illegible]ETTE [illegible]NTY, WYOMING.

PARCEL III:

LOTS 5, 6, 7 AND 8, [illegible]OCK 20, HENNICK FIRST ADL[illegible]N TO [illegible]E TOWN OF PINEDALE, SU[illegible]LETTE C[illegible]NTY, WYOMING.

ISSUED

RECORDED Dec 7 19 8:20 AM
IN BOOK 38 Misc PAGE 607
FEES $ Case Lou G Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
Deputy

The mortgagor S agree to p[illegible]e indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insu[illegible]in a sum not less than $220,000. Dollars during the life of this m[illegible]gage, in f[illegible]of and payable to the mortgagee[illegible], and i[illegible] the mortgagor S shall fail to pay such taxes and assessme[illegible] and to k[illegible]e premises insured, as aforesaid, the mortg[illegible] may insure said buildings and pay said taxes and assessme[illegible] and all s[illegible] so paid shall be added to and considered a[illegible]t of the above indebtedness hereby secured, and shall draw interest at the[illegible]me rate.

In case default shall be made in t[illegible]payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such princ[illegible]pal or inter[illegible]when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then th[illegible]hole indebtedness hereby secured with the int[illegible]rest thereon shall become due and payable, and the mortgagee it[illegible]legal representatives or assigns may proc[illegible]d, pursuant to law, to foreclose on and sell said property, and out of the proc[illegible]of such sale he shall pay all sums due here[illegible]der, together with all costs of sale and foreclosure, including reasonable [illegible]llars, as attor[illegible]y's fees.

Hereby relinquishing and waiving [illegible]t rights under and by virtue of the homestead laws of said [illegible]ate.

Dated this 28th day of October A. D. 19 82.

In the presence of

William R. Tanner

Helen R. Tanner

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by William Robert Tanner
Helen R. Tanner,
this 28th day of October, 19 82.

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, $

R/SE, B.13, P.284

609

MORTGAGE DEED—FORM NO. 41

THE MILLS COMPANY, SHERIDAN, WYO.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JASPER A. HOBGOOD and BETTY J. HOBGOOD, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Fourteen Thousand Ninety Three and 84/100---- Dollars, due four years with interest from date at the rate of 13.25 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, 48 monthly payments in the amount of $379.85

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 Twenty-Two (22) in Block Forty-Seven (47) of the Marbleton Townsite as the same appears of record on the map or plat thereof filed in the Office of the County Clerk and Ex Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining

SUBJECT TO reservations and restrictions contained in United States Patents;

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

SUBJECT TO prior mineral reservations of record, if any.

2500: 00

RECORDED January 5 '82 at 1:44
IN BOOK 38 Misc. PAGE 612
FEES $ 20.00 Lorene Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy Wilkins

The mortgagor S agree... to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $14,093.80 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 any part of such principal or interest thereof when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, 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 out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable dollars, as attorney's fees.

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

Dated this 25th day of October A. D. 1982

In the presence of

[redacted] [redacted] [redacted]

State of WYOMING)
) ss.
County of SUBLETTE)

The foregoing instrument was acknowledged before me by Jasper A. Hobgood and Betty J. Hobgood, this 25th day of October, 1982.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: April 6, 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, $

6/6

611

MORTGAGE DEED—FORM NO. 41 — [illegible] COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WESTERN SERVICES, INC.

mortgagor, of Sublette County, State of Wyoming, to secure the payment of --Fifty Thousand and no/100---------- Dollars, due Six Months with interest from date at the rate of 16 1/4 per cent per annum, payable S/P annually evidenced by one (1) promissory note, of even date herewith,

do hereby mortgage to

[illegible]TATE BANK OF BIG PINEY

mortgagee, whose addr[illegible] is [illegible]ig Piney, Wyoming 83113

following described real estate, situated in the [illegible]nty of Sublette, in the State o[illegible]ming, to-wit:

LOT 4, NEW FO[illegible]K SOCI[illegible] CLUB SUBDIVISION as the [illegible] appears of record on the official plat [illegible]ereof filed in the office [illegible] the County Clerk and Ex-Officio Regist[illegible] of Deeds for Sublette Co[illegible]ty, Wyoming, together with all improvement[illegible]nd appurtenances thereunt[illegible] appertaining; SUBJECT TO reservati[illegible] and restrictions contain[illegible] in United States Patents and to easem[illegible]s and rights of way of re[illegible]rd or in use; RESERVING, HOWEVER, [illegible]grantors, all oil, gas an[illegible]ther minerals; together with the right of in[illegible]ss and egress to prospect[illegible]r mining and revove the same;
SUBJECT TO Re[illegible]trictio[illegible] Governing New Fork Socia[illegible]Club re[illegible]orded 6/4/79, Book 35 of Mi[illegible]c., pa[illegible]363, office of the County [illegible]lerk. NO PROPOSED DOMESTIC WATE[illegible] SOUR[illegible] NO PROPOSED MAINTENANCE [illegible] ROADS. NO PROPOSED PUBLIC SEWAGE SYSTEM

10:00 A

RECORDED December 5 [illegible]
IN BOOK 38 Mtg [illegible] P.
FEES $6.00 Lou[illegible] Clerk
SUBLETTE COUNTY [illegible]
[illegible]

Lou[illegible] M
611
[illegible]NTY CLE[illegible]K
[illegible]MING
[illegible]

The mortgagor agree[illegible]S to [illegible]he indebtedness hereby secured, and to pay [illegible]taxes and ass[illegible]ssments on said premises and to keep the buildings thereon i[illegible]n a sum not less than $50,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and i[illegible] 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, [illegible]in the payment of the interest thereon, or any part of such p[illegible]al or int[illegible] when the same shall become due, or in case default shall be made in any of the covenants and agreement[illegible]of, then [illegible] whole indebtedness hereby secured with the i[illegible]rest thereon shall become due and payable, and the mortgagee [illegible] legal representatives or assigns may pr[illegible] pursuant to law, to foreclose on and sell said property, and [illegible] of the p[illegible] of such sale he shall pay all sums due he[illegible], togeth[illegible]th all costs of sale and foreclosure, including [illegible]asonable [illegible]s, as at[illegible]y's fees.

Hereby relinquish[illegible]nd waiving [illegible]l rights u[illegible]e and by virtue of the homest[illegible]vs of sa[illegible]ate.

Dated this 26 day of October A. D. 19[illegible]8

In the presence of

[illegible]

[redacted] [redacted] [redacted]

State of Wyoming)
) ss.
County of Sublette)

The foregoing instrument was acknowledged before me by Craig L. Crandall

this 4th day of October, 19 82.

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

619

R/SE Book 12, Page 778

613

MORTGAGE DEED—FORM NO. 4½

THE HILLS COMPANY, CHEYENNE 141 3½-2

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT B. CARPENDER and KAREN P. CARPENDER, husband and wife

Pinedale, Wyoming 82941

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of --Fifteen Thousand Two Hundred Thirty Seven and 72/100-- Dollars, due 120 months with interest from date at the rate of 16.25 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:

"See exibit A attached hereto made apart hereof."

193193

RECORDED December 5 1982 8:45 AM
IN BOOK 38 Misc PAGE 613
FEES $4.00 Lou Ann Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy Marie 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 $15,237.72 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 the payment of the interest thereon, or any part of such principal or interest when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall all 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 of said state.

Dated this 21st day of October A. D. 19 82.

In the presence of

x Robert B. Carpender

x Karen P. Carpender

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Robert B. Carpender, Karen P. Carpender, this 21st day of October, 19 82.

Witness my hand and official seal.

Notary Public Signature

My Commission Expires: September 1, 1985

Title of Officer

THAT PART OF LOTS 3 AND 4, SECTION 3, T.33N., R.109W., 6TH P.M., UBLETTE COUNTY, WYOMING described as follows:

Beginning at the southwest corner of Block 6, Cooley First Addition to the Town of Pinedale, Wyoming; thence, 80.00 feet south on the east line of Bridger Avenue to the point of beginning of this traverse, being Corner No. 1; thence, south 250.00 feet along the east line of Bridger Avenue to Corner No. 2; thence, east 652.059 feet, more or less, along a line parallel to Mill Street to a point on the right-of-way of U. S. Highway No. 191 (formerly known as U. S. Highway No. 187), being Corner No. 3; thence, northwest, along the west right-of-way line 286.387 feet, more or less to the south line of Mill Street, being Corner No. 4; thence, west, along the south line of Mill Street, 512.353 feet, more or less, to the point of beginning; EXCEPTING THEREFROM THAT PART OF SAID LOTS 3 AND 4, SECTION 3, T.33N., R.109W., 6TH P.M., SUBLETTE COUNTY, WYOMING described as follows: Beginning at the southwest corner of Block 6 of the Cooley First Addition to the Town of Pinedale; thence, south 80.00 feet along the east line of Bridger Avenue to the point of beginning; thence, continuing south 249.60 feet along the said east line to a point; thence, S.89°54.50'E., 218.15 feet along a line parallel to the south line of Mill Street to a point; thence, north, 249.60 feet to a point on a protraction of the south line of Mill Street; thence, N.89°54.50'W., 218.15 feet along the south line to the point of beginning.

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, $___

614

615

Asn. Bk 69 Pg 199 9/16/97
ASN Bk 70 Pg 366
Rlsd. Bk 20 Pg 20 7/14/99

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

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

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Donald R. Schooley and Mary Ellen Schooley, husband and wife herein designated as Mortgagor, of P.O. Box 350, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Twenty-five Thousand and no/100---------- Dollars ($ 25,000.00), with interest at the rate of Twelve and one-half---------- per centum (12.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

Wallick and Volk, Inc.,
a corporation organized and existing under the laws of the State of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Two hundred Sixty-six and 81/100---------- Dollars ($ 266.81), commencing on the first day of December, 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 November 2012, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Township 34 North, Range 109 West of the 6th P.M. Sec 27, Lot 8,
Sublette County, Wyoming

193316

RECORDED Dec 5 1982 11:15 AM
BOOK 38 Misc PAGE 615
Jane D. Wallace 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 that by 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 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 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 cent 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 to become due and payable on policies of fire and other hazard insurance on the premises covered by this mortgage, plus the premiums that will become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to trust to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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 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 on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said Mary Ellen Schooley wife of the said Donald R. Schooley upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her right of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 29th day of October 1982

In the presence of—

Donald R. Schooley

Mary Ellen Schooley

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 29th day of October, 1982, before me personally appeared Donald R. Schooley and Mary Ellen Schooley, 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 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 to separate part.

Given under my hand and seal, this 29th day of October, A.D. 1982

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

My commission expires:

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

MORTGAGE [redacted] FORM NO. 4½ [redacted] THE HILLS [redacted] 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARVIN BOWERS and CHARLOTTE BOWERS

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

--Thirty Three Thousand and no/100---------- Dollars, due ten years

with interest from date at the rate of 17 per cent per annum, payable monthly ~~annually~~

evidenced by one promissory note, of even date herewith, 120 monthly payments in the amount of $573.53

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:

SEE EXIBIT -A-

"Attached hereto made apart hereof"

RECORDED Nov 10 1982 8:00 A.M
IN BOOK 38 PAGE 618
FEES 6.00
SUBLETTE COUNTY CLERK

233375

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $33,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the 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 82.

In the presence of

Marvin Bowers

Charlotte Bowers

Book 38 Pg. 618

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Marvin Bowers, Charlotte Bowers,

this 8th day of October, 19 82.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires September 1, 1985

EXHIBIT A

LOT 14 OF THE GREEN RI[illegible]BDIVISION, SUBLETTE COUNTY, W[illegible]OMING

EXCEPTING THEREFROM that part of Lot 14 of the Green Ri[illegible] Subdivision described as follows: Beginning at a 6"x6" concrete pos[illegible] with brass marker inscribed:

"STATE HI[illegible]WAY DEPT.
R.O.W. MA[illegible]ER
FAP NO. 2[illegible]
Sta. 357-[illegible].9
El. 6750.[illegible]"

S.46°20'W., 59[illegible]36 feet [illegible]om the northeast corner of said Section 32 where found a 2" iron pipe [illegible]ith bra[illegible]cap inscribed "T29N R111W S29 S28 / S32 S33 1960";

thence, S.86°55'E., 295.[illegible] feet parall[illegible] to the north lin[illegible] of said Section 32; thence, S.03°05'W., 295.16 feet; thence N.86°55'W., 295.16 feet parallel to the said north line; thence, N.03°05'E., 29[illegible]6 feet to the marker of beginning.

[redacted] MORTGAGE [redacted]—FORM NO. 4½ [redacted] THE HILLS COMPANY, BILLINGS 141308

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LOUIS H. SOUTHERLAND and Mable Southerland, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ----Nine Thousand and no/100---------- Dollars, due 60 months with interest from date at the rate of 16 1/4 per cent per annum, payable monthly annually evidenced by one (1) promissory note, of even date herewith, 60 monthly payments in the amount of $220.05

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 6, BLOCK 2, BALL FIRST ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING.

153375

RECORDED Nov 10 1982 8:00 A.M.
IN BOOK 38 Mtg PAGE 620
FEES 6.00
SUBLETTE COUNTY CLERK

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $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 November A. D. 19 82.

In the presence of

Louis Southerland

Mable Southerland

Rel Bk 12 Pg 574

6.20

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Louis Sutherland, Mable Southerland,

this 5th day of November, 19 82.

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by KORNELIS M. van WEEL and ZEELA J. van WEEL, husband and wife,

residing in Pinedale, Sublette County, Wyoming, whose post office address is General Delivery, 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*
11/12/82	50,000.00	11.5%	11/12/2015

193510

RECORDED Book 14 Misc. Records
IN BOOK 38 Misc.
Page 622
at 10:00 o'clock A. M. Nov. 12 1982
SUBLETTE COUNTY, WYOMING
by Dorothy McClain

(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 15 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 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 recorded 3/28/78 in Book 33 of Miscellaneous, page 678, office of the County Clerk.

Released BK. 14 Rel. Pg. 230

together with all rights, interes[t] easements, hereditaments and appurtenanc[es] thereunto belonging, the rents, issues, and profits thereof and revenues [from] income therefrom, all improvements and pe[r] property now or later attached thereto or reasonably necessary to th[e] thereof, including, but not limited to, range[s] erators, clothes washers, clothes dryers, or carpeting purchased or fi[nanced] in whole or in part with loan funds, all w[ater] rights, and water stock pertaining thereto, and all payments at [any] time owing to Borrower by virtue of any sale of any part thereof or interest therein-all of which are hereinafter called "the propert[y]" transfer, conveyance, or condemnation

TO HAVE AND TO H[OLD] the property unto the Government and its assi[gns] forever in fee simple.

BORROWER for Borrow[er] himself, Borrower's heirs, executors, administrat[ors] successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demand[s] 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 including advances for payment of prior and/or junior liens, 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 Borrower's account. 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, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, will be immediately due and payable by Borrower to the Government without demand at the place designated in the note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

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

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully 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 12th day of November, 19 82.

Kornelis M. van Weel

Kornelis M. van Weel

Zeela J. van Weel

Zeela J. van Weel

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Kornelis M. van Weel and Zeela J. van Weel, this 12th day of November, 1982.

Witness my hand and official seal.

Donna E. Sievers
County of
Sublette
My Commission Expires
Apr. 22, 1986
Notary Public
State of
Wyoming

(SEAL)

Donna E. Sievers
Notary Public

My commission expires: 4/22/86

GPO 836-892

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 WIRTZ & CHERYL RUTH WIRTZ, HUSBAND & WIFE,

herein designated as Mortgagor, of 105 SOUTH FRANKLIN AVE., PINEDALE, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of FIFTY SEVEN THOUSAND THREE HUNDRED FIFTY AND NO/100 Dollars ($ 57,350.00), with interest at the rate of TWELVE AND ONE HALF per centum (12.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

Utah Mortgage Loan Corporation, 15 South Main Street, Logan, UT 84321,
a corporation organized and existing under the laws of UTAH, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of SIX HUNDRED TWELVE AND 7/100 Dollars ($ 612.07), commending on the first day of JANUARY, 1983, 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 2012, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOTS 1 AND 2, BLOCK 13, PINES ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

193553

RECORDED November 15 1982 2:00 P.M.
IN BOOK 38 Misc 626
FEES $8.00 Laura J. Yeh
SUBLETTE COUNTY CLERK
WYOMING
by Dorothy M. Stine

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

8-12-85
RISE Book Q Page 751

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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, fines 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 been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policy 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 hereinbefore 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, including principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repair 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 periods 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 to execute and deliver 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 moneys due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 15 day of NOVEMBER, 19 82

In the presence of—

THOMAS WIRTZ

CHERYL RUTH WIRTZ

Arizona

THE STATE OF ~~XXXXXXXXXX~~ UTAH } ss:

COUNTY OF MARICOPA

On this 15 day of NOVEMBER, 19 82 before me personally appeared THOMAS WIRTZ & CHERYL RUTH WIRTZ, HUSBAND & WIFE to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, 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 15 day of NOVEMBER, A.D. 19 82

[SEAL]

My commission expires

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

GPO 931-786

628

629

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Sweetwater Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, and having its principal office at 255 Broadway, Rock Springs, Wyoming 82901, Party of the First Part, in pursuance of a resolution of the Board of Directors of said corporation, passed on the 28th day of June, 1982, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid, receipt whereof is hereby acknowledged, by MGIC Mortgage Marketing Corporation, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, whose address is MGIC Plaza, P. O. Box 488, Milwaukee, Wisconsin 53201, Party of the Second Part, has sold, and by these presents does sell, assign and transfer unto the said Party of the Second Part, its successors and assigns, a certain Mortgage bearing date the 4th day of August, 1982, made and executed by L. Dale Eberhart and Barbara L. Eberhart, Mortgagors therein, to and in favor of Sweetwater Federal Savings and Loan Association, Mortgagee therein, mortgaging and conveying the following described real property, situate in Sweetwater County, State of Wyoming, to-wit:

LOT 13, B&B VILLAGE SUBDIVISION, SUBLETTE COUNTY, WYOMING

193563

November 16 1982 5:
8 Mtg
State of Utah
County, ss.
Recorded at request of
Fee $
By Dorothy T. Lee

and which said Mortgage was filed for record in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sweetwater County, Wyoming, on the 23rd day of August, 1982, in Book 38 of Mtgs. 29, together with the note and obligations therein described, with recourse on it in any event or for any cause.

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its successors and assigns, subject only to the provisos in the said Mortgage contained.

IN WITNESS WHEREOF, the said Sweetwater Federal Savings and Loan Association has caused these presents to be signed in its name, by its Executive Vice-President, and sealed with its corporate seal, attested by its Assistant Secretary, this 24th day of August, 1982.

SWEETWATER FEDERAL SAVINGS AND LOAN ASSOCIATION

By Raymond F. Vetta
Executive Vice-President.

Attest: [illegible]
Assistant Secretary.

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

The foregoing Assignment of Mortgage was acknowledged before me by Raymond F. Vetta, Executive Vice-President of Sweetwater Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, on this 26 day of August, 1982.

Witness my hand and official seal.

Notary Public.

My commission expires 4/ '84

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That the MCIC Mortgage Marketing Corporation, a corporation, organized and existing under and by virtue of the laws of the State of Wisconsin, and having its principal office in the City of Milwaukee, in said State of Wisconsin, in pursuance of a resolution of the directors of said corporation, passed on the _____ day of _____, 198__, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, to it in hand paid, receipt whereof is hereby acknowledged, by M & I Marshall & Ilsley Bank, as Trustee, a corporation, organized and existing under and by virtue of the laws of the State of Wisconsin, whose address is: 770 North Water, Milwaukee, WI 53202, Party of the Second Part, has sold, and by these presents does sell, assign and transfer unto the said Party of the Second Part, its successors and assigns, a certain Mortgage bearing date the _____ day of _____, 198__, made and executed by L. Dale Eberhart and Barbara L. Eberhart, Mortgagors' therein, to and in favor of Sweetwater Federal Savings and Loan Association, Mortgagee therein, mortgaging and conveying the following described real property, situate in Sweetwater County, State of Wyoming, to-wit:

LOT 13, B&B VILLAGE SUBDIVISION, SUBLETTE COUNTY, WYOMING

193564

November 16 1982 8:00
638 Mtg
630
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and which said Mortgage was filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds within and for Sweetwater County, Wyoming, on the 23rd day of August, 1982, together with the notes and obligations therein described, without recourse on it in any event or for any cause.

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its successors and assigns, subject only to the provisos in said Mortgage contained.

IN WITNESS WHEREOF, the said MCIC Mortgage Marketing Corporation has caused these presents to be signed in its name, by its Vice President, and sealed with its corporate seal, attested by its Assistant Vice President, this 30th day of September, 1982.

MCIC Mortgage Marketing Corporation

By _____
James A. Breslin, Vice President (Title)

Attest: _____
Ellen A. Hawkinson, Assistant Vice President (Title)

THE STATE OF WISCONSIN)
) ss.
THE COUNTY OF MILWAUKEE)

On this 30th day of September, 1982, before me appeared James A. Breslin, to me personally known, who, being by me duly sworn, did say that he is the Vice President of MCIC Mortgage Marketing Corporation, 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 that said James A. Breslin acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this 30th day of September, 1982.

_____
Notary Public, Karen L. Thurner

My Commission expires 03/23/86

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631 Rec'd 12h 13 mg 479.

Position 3

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by RUDOLPH J. VERSCHOOR aka RUDY J. VERSCHOOR, a single man,

residing in Pinedale, Sublette County, Wyoming, whose post office address is P. O. Box 220, 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*
11/16/82	$50,000.00	11.5%	11/16/2015

193592

RECORDED Nov. 17 1982 9:22 A.M.
IN BOOK 38 Misc PAGE 31
FEE $ Dave Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

(The interest rate for limited resource farm ownership or limited resource loan(s) 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, Title V of the Housing Act of 1949 or any other statute administered by 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 while insurance of the note, this instrument shall secure payment of the note only when the note is held by an insured holder, this instrument shall not secure payment of the note or attached thereby, but as to the note and such 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 shall assign this instrument without insurance of the note, to secure prompt payment of the note, to secure payment of the note and any renewals and extensions thereof and any agreement 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 supplement hereto, Borrower does hereby grant, bargain, sell, convey, mortgage and assign unto the Government the following described property situated in the State of Wyoming,

County(ies) of Sublette:

Lot 14, Block 6, Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; to mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale recorded 3/28/78 in Book 39 of Miscellaneous, page 678, office of 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 including advances for payment of prior and/or junior liens, 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 Borrower's account. 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, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, 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 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 as 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. Upon 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, limiting the amount thereof or the time within which such action must be brought, (c) prescribing any statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the interest rate it may charge, as a condition which the Government may by regulation impose, including conditions approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws, and Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of Wyoming.

(20) If any part of the indebtedness 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]This instrument shall be subject to the p[redacted]gulations of the Farmers Home Administ[redacted]d to its future regu[redacted]ot inconsistent with the express provisio[redacted].

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

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

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

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

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 16th day of November, 19 82.

Rudy J. Verschoor

Rudolph J. Verschoor aka Rudy J. Verschoor

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Rudolph J. Verschoor

_____, _____,

_____, this 16th day of

November, 19 82.

Witness my hand and official seal.

Donna E. Sievers
County of Sublette
Notary Public
State of Wyoming
My Commission Expires Apr. 22, 1986

(SEAL)

Donna E Sievers

Notary Public

My commission expires: 4/22/86

GPO 836 - 892

635

MORTGAGE DEED—FORM NO. 45 THE MILLS COMPANY, CHEYENNE 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BIG PINEY IMPROVEMENT ASSOCIATION, a Corporation,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Twenty-eight Thousand One Hundred seventy-five and NO/ ($28,175.00) Dollars, due 11/15/87 with interest from 11/15/82 at the rate of thirteen (13%) per cent per annum, payable annually evidenced by a promissory note, of even date herewith, payable in five (5) equal annual payments of $8,010.72 which include interest at the rate of 13% per annum, first said payment due 11/15/83; succeeding payments due on the 15th day of November, annually thereafter until paid in full, do hereby mortgage to

FRANK FEAR CATTLE CO. a Wyoming Corporation,

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 Four (4) Gopher Ridge Industrial Park Subdivision, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO reservations of record;
SUBJECT TO restrictive Covenants for Gopher Ridge Industrial Park Subdivision recorded August 3, 1982, in Book 40 of Miscellaneous, page 580, office of the County Clerk.

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

1 5602

RECORDED Nov 15 19 82 2:30 P M
IN BOOK 38 PH PAGE 635
FEES $ 6.00 Lois Yake 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 insurable amount Dollars during the life of this mortgage, in favor and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements herein, then the 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 real estate 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 November A. D. 19 82.

In the presence of

BIG PINEY IMPROVEMENT ASSOCIATION,
a Corporation

BY: Frank Fear
President

ATTEST:

Secretary

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Frank D. Ball III as President, and Jerald D. Ball as Secretary, of BIG PINEY IMPROVEMENT ASSOCIATION, a Corporation, this 18th day of November, 1982.

Witness my hand and official seal.

Betty J. Robgood
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, $ ...

6-56

637

Rec'd Bk 12 pg 479

MORTGAGE DEED— FORM NO. 4½

THE MILLS COMPANY, CHEYENNE 1-67-572

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

EARL L. PRESTON and DONNA J. PRESTON, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty-two Thousand Five Hundred and No/100- - ($22,500.00) Dollars, due 10/20/87 with interest from 10/20/82 at the rate of Thirteen (13%) per cent per annum, payable monthly included in payments evidenced by one promissory note, of even date herewith, payable in 60 monthly payments of $511.9 , first said payment due 11/20/82

do hereby mortgage to FRANK FEAL CATTLE, CO., A Wyoming Corporation, mortgagee, whose address is P Piney, Wyoming 83113

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

Lot Five ( ) Gopher Ridge Industrial Park Subdivision, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO any restrictions of record and reservations of record; and
SUBJECT TO Restrictive Covenants for Governing Gopher Ridge Industrial Park Subdivision recorded August 3 1982, in Book 40 of Miscellaneous, page 580, office of the County Clerk.

Rel'd Bk 12 p 376

193620

RECORDED November 2 19 82 8:40 A
IN BOOK 38 Misc PAGE 637
FEES $4.00 Love Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor S agree to pay indebtedness hereby 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 and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments and all sums so paid shall be added to and considered as 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 the payment of the interest thereon, or any part of such principal or interest when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee its legal representatives or assigns may proceed pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable attorney's fee.

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

Dated this 19th day of November A. D. 1982.

In the presence of

Frank Fe
Jim Mason

Earl L. Preston

Donna J. Preston

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Earl L. Preston and Donna J. Preston,

this 19th day of November, 19 82.

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, $

639 Misc bk 12 pg 520

MORTGAGE DEED —FORM NO. 4½ THE MILLS COMPANY, CHEYENNE 1-81-302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ANDY HARROWER, JR., a single man

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Seventeen Thousand and NO/100 ($17,000.00) -------- Dollars, due 11/18/83 with interest from 11/18/82 at the rate of Ten(10%) per cent per annum, payable at maturity ~~semi-annually~~ evidenced by One promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK of PINEDALE

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

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

Lot Forty-Five (45), Block Eight (8), plat of Barger Subdivision, Third Filing, Sublette County, Wyoming; as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex Officio Register of Deeds, Sublette County, Wyoming, Together With all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights of way of record or in use; and
SUBJECT TO prior reservations of record, and
SUBJECT TO Protective Covenants recorded 12/7/72 in Book 28 of Miscellaneous, page 459, office of the County Clerk, and addendum recorded 12/7/72 in Book 28 of Miscellaneous, page 462. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

RECORDED Nov. 22 1982 at 4:30 P M
IN BOOK 38 Misc PAGE 639
FEES $6.00 Lou Ann Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy Mary 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 mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep said premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as part of the above indebtedness hereby secured, 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 herein, 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 out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

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

Dated this 18th day of November A. D. 1982.

In the presence of

Andy Harrower, Jr.
ANDY HARROWER, JR.

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by ANDY HARROWER, JR.,

this 15th day of November, 19 82.

Witness my hand and official seal.

My Commission Expires: 1/1/

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, $

641

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, CHEYENNE 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 ---Seventy Five Thousand and no/100---------- Dollars, due 6 months with interest from date at the rate of 16¼ per cent per annum, payable S/A annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to

STATE BANK OF BIG PINEY

mortgagee, whose address is Big Piney, Wyoming 83113

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

A parcel of land located in the SW¼NW¼, and the NW¼NW¼ of Section 11, Township 34 North, Range 112 West of the Sixth Principal Meridian, Sublette County, Wyoming, and more particularily 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 23-112, of record in the Sublette County Clerk's office, Sublette County, Wyoming, Book 25 Miscellaneous, page ; thence N. 05°19'10"E. distance of 1061.78 feet; thence S. 73°20' ., a distance of 423.94 ; thence S. 02°23' 36"W., a distance of 9 feet; thence N.67°25' ., along the center-line of said Daniel-M County Road a distance 95.51 feet to the point of beginning. S parcel of land contains 08 acres, more or less.

TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained United States patents and to sement and rights of way of re or in use; and to prior mineral reservat s of record;

RESERVING TO GRANTOR a remaining oil, gas and ot minerals together with the rights of ing s and egress to prospect , mine and remove same.

The mortgagor S agree to pay indebtedness hereby secured, and to pay all axes 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 the mortgagor S shall fail to pay such taxes and assessments and to keep premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments and all paid shall be added to and considered as of the above indebtedness hereby secured, and shall draw interest at the rate.

In case default shall be made in the payment of the above sum hereby secured, the payment of the interest thereon, or any part of such principal or interest when the same shall become due, or in case shall be made in any of the covenants and agreements hereof, then the indebtedness hereby secured with the interest thereon 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's fees.

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

Dated this 15th day of November A. D. 19 82.

In the presence of

Kurt W. Babcock

Carlene J. Babcock

RECORDED Nov 15 1982 8:00 AM
IN BOOK 58 Misc
FEES $6.00
SUBLETTE COUNTY
by Deputy

641

INDEXING

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Kurt W. Babcock
Carlene J. Babcock aka Carlene Joyce Babcock
this 15th day of November, 19 82.

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, $

642

643 Rlsd Bk 11 Pg 657

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Donald Vigil and Caralyn Vigil, husband and wife

Big Piney, Wyoming 83113

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 16¼ 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

LOT NO. 2, Meadow Canyon Estates, Wyoming, as the same appears of record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming.

193828

FILED November 23 1982 8 10 A.M.
IN BOOK 3 of Misc. 643
FEES $ Carol Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deborah F. Penn

The mortgagor S 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 five thousand Dollars during the life of this mortgage, in form and payable to the mortgagee, and in 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 paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the rate.

In case default shall be made in 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 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 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.

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

Dated this 15th day of November A. D. 19 82.

In the presence of

[redacted] [redacted] [redacted]

State of WYOMING)
County of SUBLETTE) ss.

The foregoing instrument was acknowledged before me by Donald Vigil,
Carolyn Vigil,
this 15th day of November, 19 82.

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, $

RISE Book 13 Page 7

645

MORTGAGE DEED—FORM NO. 45

THE NILES COMPANY, CHEYENNE 1-81502

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

CHARLES W. MacILVAINE, Jr., a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Six Thousand Four Hundred Six and 38/100 -($6,406.38) Dollars, due 11/18/87 with interest from 11/18/82 at the rate of ten(10%) per cent per annum, payable monthly evidenced by one promissory note, of even date herewith, payable in 60 monthly payments of $136.14 which include interest, first payment due 12/18/82

do hereby mortgage to ROBERT E. CALDWELL and MILDRED L. CALDWELL, husband and wife,

mortgagee, whose address is 80 East Palm Drive Satellite Beach, Florida 329

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

Lot Four (4) Block Three (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 recorded in the office of the County Clerk 2/2[illegible] in Book 33 of Miscellaneous, page 38.

THIS IS A SECOND MORTGAGE and SUBJECT TO a first mortgage dated 12/7/79 from Robert E. Caldwell and Mildred L. Caldwell, husband and wife, to First Security Bank of Rock Springs securing the original principal sum of $43,775.00 recorded 12/[illegible]79 in Book 32 of Mortgages, page 298, which mortgage was assigned to Wyoming Community Development Authority in instrument dated 12/11/79, recorded 12/12/79 in Book 32 of Mortgages, page 290, office of the County Clerk, which said mortgage was subsequently assumed by CHARLES W. MacILVAINE, a single man.

Right to accelerate payments of two or more payments on any payment date and thus [illegible] interest is hereby given by [illegible]ment will not change the date or amount of Paying more than one payment will not change the date or amount of next payment due.

The mortgagor agrees to pay [illegible] indebtedness hereby 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 of 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 premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments and all sums paid shall be added to and considered as part of the above indebtedness hereby secured, and shall draw interest at the rate.

In case default shall be made in [illegible]ment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest when the same shall become due, or in case default shall be made in any of the covenants and agreements herein, then the 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 out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including [illegible]nable Dollars, as attorney's fees.

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

Dated this 18th day of [illegible]ember A. D. 1982.

In the presence of

Kathleen E. [illegible]

Charles W. MacIlvaine, Jr.,

FILED Nov 24 1982 at 3:8 PM

[redacted]

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Charles W. MacIlvaine, Jr.,

this 17 day of November, 19 82.

Witness my hand and official seal.

Kathleen E. Williams
Signature
Notary Public

Title of Officer

My Commission Expires: September 4, 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, $

647

Rlsd. Bk 21 Rel. pg. 477 1-30-02

MORTGAGE

THIS MORTGAGE is made this 23 day of November, 19 82., between the Mortgagor, Leroy L. Weidner & Kathleen M. Weidner 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 SIXTY TWO THOUSAND DOLLARS AND NO/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated November 23, 1982 (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, 2012;

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 32, BIG COUNTRY RANCHES, THIRD FILING, SUBLETTE COUNTY, WYOMING.

19360?

RECORDED November 23 1982 2:4
IN BOOK 279 PAGE 647
FEES $10.00 Lucy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McBride

which has the address of 32 Jr. Road [Street], Boulder [City],
WY 829 [State and Zip Code] ("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.

WYOMING [redacted] 5/77 - FNMA/FHLMC UNIFORM INSTRUMENT [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 requi[illegible] 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 toget[illegible]th this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and sup[illegible] the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrow[illegible]ils to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is c[illegible]ced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain[illegible]ncy, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's [illegible] upon notice to Borrower, may make such appearances, disburse such sums and take such action as is [illegible]ssary [illegible]tect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and e[illegible]upon [illegible]roperty to make repairs. If Lender required mortgage insurance as a condition of making the loan s[illegible] by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such ti[illegible] 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 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 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 this Mortgage and the Note are declared to be severable.

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

17. Transfer of the Property; Assumption. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a purchase money security interest for household appliances, (b) 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 the sums secured by this Mortgage, Lender prior to acceleration shall give 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 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 in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided if different in accordance with applicable law. 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.

Leroy L. Weidner .....
Leroy L. Weidner —Borrower

Kathleen M. Weidner .....
Kathleen M. Weidner —Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this November 23, 1982 (date) by

Leroy L. Weidner & Kathleen M. Weidner (person acknowledging)

My Commission expires: 8/8/83

Donna M. Ryan .....
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

ASSIGNMENT OF MORTGAGE

For VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, FIRST SECURITY BANK OF ROCK SPRINGS, STATE ASSOCIATION, a corporation, hereby assigns to FEDERAL NATIONAL MORTGAGE ASSOCIATION that certain indenture of Mortgage, together with the indebtedness secured thereby and the money due or to become due on said indebtedness which same is dated November 23, 19 82, was made and executed by Leroy L. Weidner and Kathleen M. Weidner, Husband & Wife to First Security Bank of Rock Springs as Mortgagee, as was recorded on November 29, 1982, in book 38 Mtg. at pages 647-650 of the records of the County Recorder of ~~Sweetwater~~ Sublette County, Wyoming and covers real property situated in said county described as follows:

LOT 32, BIG COUNTRY RANCHES, THIRD FILING, SUBLETTE COUNTY, WYOMING.

193687

RECORDED January 29 1982 2:10 P M
IN BOOK 38 Mtg PAGE 651
FEES $4.00 Lora J Yule COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurse

Dated this 24 day of November, 19 82.

FIRST SECURITY BANK OF ROCK SPRINGS
STATE ASSOCIATION

by _____
Vice-President

STATE OF WYOMING
COUNTY OF SWEETWATER

On this 24 day of November, A.D. 1982, personnally appeared before me George Stahla, being duly sworn, did say that he is the 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.

Notary Public _____

My Commission Expires 8/8/83

651

652

MORTGAGE

THIS MORTGAGE is made this 22nd day of November, 19 82, between the Mortgagor, Milton W. Schilling and Donna Schilling (herein "Borrower"), and the Mortgagee, Wyoming National Bank of Kemmerer, a corporation organized and existing under the laws of the State of Wyoming, whose address is 716 Pine Avenue Kemmerer, Wyoming 83101 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Three Thousand Thirty Five and 6 100 Dollars, which indebtedness is evidenced by Borrower's note dated November 22, 198 (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, 1983;

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 : S½SW¼

193693

Filed for record this 30th day of Nov. A.D. 1982 at 2:47 P.M.
and recorded in Book 52
of Mtg. on Page 652
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClain

which has the address of Big Piney, Wyoming
[Street] [City]
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 or Beneficial Interest in Borrower; 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 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 in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Milton W. Schilling
—Borrower

Donna Schilling
—Borrower

STATE OF WYOMING, Laramie County ss:

The foregoing instrument was acknowledged before me this November 3, 1982 by
(date)

Milton W. Schilling and Donna Schilling.
(person acknowledging)

My Commission expires:

July 31, 1985

Judy A. Hankins
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

6-56

SUPPLEMENT TO REAL ESTATE MORTGAGE FOR WYOMING

THIS AGREEMENT, made on the 19th day of November, 1982, between DENNIS L. JOHNSON and ARLENE D. JOHNSON, (hereinafter called "Borrower"), and the UNITED STATES OF AMERICA, acting through the Farmers Home Administration (hereinafter called the "Government"),

WITNESSETH THAT:

WHEREAS, on the 18th day of August, 1982, the Borrower executed and delivered to the Government a REAL ESTATE MORTGAGE FOR WYOMING, (hereinafter called "security instrument"), which appears of record in Book 38 of Mortgages, page 259, of records of Sublette County, Wyoming, said security instrument was given to secure a loan made or insured by the Government; and

WHEREAS, an error was made in the preparation of the security instrument in that the due date of the final installment of the Promissory Note was erroneously stated to be 8/ 8/82 rather than 8/18/2[illegible]; and

WHEREAS, the parties desire to amend said security instrument so as to set forth the true date of the final installment of the Promissory Note to be 8/18/2015, and so as to reflect the true intent of the parties thereto;

NOW, THEREFORE, It is agreed between the parties hereto that said security instrument shall be corrected in particular by changing the due date of final installment of the Promissory Note from 8/18/82 to 8/18/2015.

It is agreed between the parties hereto that said security instrument is in all respects to be and remains in full force and effect as above modified and supplemented.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above written.

193718

RECORDED November 30, 1982 at 2:00 PM
BOOK 38 Mtg. Page 656
Fee $4.00 Lou J. Clark
SUBLETTE COUNTY PINEDALE, WYOMING
COUNTY CLERK
By Deputy

Dennis L. Johnson

Arlene D. Johnson

UNITED STATES OF AMERICA

Ronald J. Pierick
County Supervisor
Farmers Home Administration
U. S. Department of Agriculture

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DENNIS L. JOHNSON, AND ARLENE D. JOHNSON, this 19th day of November, 1982.

Witness my hand and official seal.

Edwin R. Adams
Notary Public

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

My commission expires July 28, 1984

CORPORATE ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who being by me duly sworn (or affirmed) did say he is the _____ of _____ Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and _____ seal, this _____ day of _____, 19____.

_____
Notary Public

(S E A L)

My commission expires: _____

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 25th day of November, 19 82, before me, the subscriber, a Notary Public in and for the above County and State, appeared _____ RONALD L. MERRITT, known to me to be _____ County Supervisor, Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same as the free act and deed of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Pinedale, Wyoming, the day and year aforesaid.

(S E A L)

Notary Public

My commission expires: July 28, 1984

Rls. Book 13, p. 356

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MORTGAGE,

SECURITY AGREEMENT,

ASSIGNMENT OF PROCEEDS

AND

FINANCING STATEMENT

THIS INSTRUMENT, dated as of September 30, 1982, is from PARTNERSHIP PROPERTIES CO., a Colorado general partnership ("Nominee") and PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership ("Owner"), both with an address of 717 Seventeenth Street, Denver, Colorado 80202, to 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 90054 ("Secured Party"). References herein to "Debtor" shall be deemed to refer to Nominee, Owner or both Nominee and Owner.

Nominee holds legal, record title to the Collateral, as hereinafter defined, as nominee, trustee and agent for the benefit of Owner.

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, unit agreement, unitization agreements, pooling agreements, joint operating agreements, gas processing agreements, gas plant, gasoline plant, 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 (except any such other interest of Debtor held for the benefit of a third party), 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, under or attributed to any of the Interests or any other interest of Debtor (except any such other interest of Debtor held for the benefit of a third party), 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 the items incorporated as part of the real property and attached to or used in connection with 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 wells, platforms, derricks, casing, tubing, tanks, tank batteries, separators, rods, pumps, flow lines, water lines, gas lines, machinery, pipelines, power lines and other 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 (except any such other interest of Debtor held for the benefit of a third party), 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 (except any such other interest of Debtor held for the benefit of a third party), 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 (except any such other interest of Debtor held for the benefit of a third party), 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, including without limitation condemnation awards and the proceeds of any and all title insurance policies and other insurance policies covering all or any part of said property.

IN CONSIDERATION of the matters hereinafter set forth, Debtor hereby grants, bargains, sells, assigns, transfers, pledges, mortgages, conveys and grants a security interest in the Collateral to Secured Party with power of sale, as mortgagee and secured party.

TO HAVE AND TO HOLD the Collateral, together with all of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining thereto, to Secured Party forever, subject to all of the terms, conditions, covenants, and agreements herein set forth, AS SECURITY, for the benefit of Secured Party and its successors and assigns.

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. (1) A promissory note dated December 31, 1981, made by Owner, in the face amount of $600,000,000, payable to the order of Secured Party at the principal office of Secured Party in Los Angeles, California on or before December 31, 1983, with interest until maturity or default at an annual rate equal to the floating commercial loan rate of Secured Party announced from time to time as its prime rate (the "Prime Rate") plus one-fourth of one percentage point per year, and after maturity or default at an annual rate equal to the Prime Rate plus five percentage points per year;

(2) A promissory note dated December 31, 1981, made by Owner, in the face amount of $600,000,000, payable to the order of Secured Party at the principal office of Secured Party in Los Angeles, California, on or before December 31, 1983, with interest until maturity or default at an annual rate equal to the London Interbank Offered Rate, as determined pursuant to said note ("LIBOR"), plus seven-eighths of one percentage point per year, and after maturity or default at an annual rate equal to the Prime Rate plus five percentage points per year;

B. All other promissory notes made by Debtor 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 Debtor, or either of them; provided that such additional loans:

(1) shall not together in unpaid principal amount aggregate more than $1,000,000 at any time;

(2) shall have been made prior to December 31, 1995; and

(3) shall completely mature prior to December 31, 2000;

C. All other indebtedness, liabilities and obligations of Debtor 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, including without limitation any and all obligations of Debtor to Secured Party for fees, costs and expenses pursuant to or in connection with any loan agreements now or hereafter in force;

D. All sums advanced and costs and expenses incurred by Secured Party or its successors and assigns, including without limitation 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 Debtor 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 in A through E above.

Section 1.2 As to any and all of the Collateral which constitutes real property pursuant to a. licable state law, the lien on such portion of the Collater created by this instrument shall not exceed at any one t e the maximum amount of $1,500,000,000.

ARTICLE II

Warranties, Representations and Covenants

Section 2.1 Debtor warrants, represents and covenants to and with Secured Party that (a) all of the representations and warranties of Debtor contained in any and all loan agreements now or hereafter existing between Debtor and Secured Party are, and shall at all times continue to be, true and correct in all material respects, and all of the covenants of Debtor contained in any of said loan agreements have been performed and complied with by Debtor; (b) unless otherwise indicated, the oil and gas leases or licenses described in Exhibit "A" cover all Hydrocarbons in and under the Land; (c) 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 Hydrocarbons produced, saved and marketed from the Land; (d) Debtor's share of development and operating costs with respect to the Land and the wells on the Land is no greater than the "Operating Interest" or "Working Interest" specified in the description of the Land or wells in Exhibit "A"; (e) Debtor's share of the gross production of all Hydrocarbons from the Land and said wells is no less than the "Net Revenue Interest" specified in the description of the Land or wells in Exhibit "A"; (f) Debtor is the lawful owner of good and defensible title to the Collateral and has the right and authority to mortgage, pledge and hypothecate the same; (g) the leases and licenses described in Exhibit "A" are valid and subsisting and are in full force and effect; (h) all royalties due and payable under the leases and licenses described in Exhibit "A" and all severance and production taxes payable by Debtor have been paid; (i) all producing wells located and the leases and licenses described in Exhibit "A" have been drilled, operated and produced in conformity with all applicable laws and rules, regulations and orders of all regulatory authorities having jurisdiction, and are subject to no penalties on account of past production; (j) none of such wells are deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations; (k) such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands described in Exhibit "A"; (l) each loan evidenced by the Obligations is or shall be for a business or commercial purpose; and (m) Debtor warrants and will forever defend the title to the Collateral against the claims of all persons whomsoever claiming or to claim the same or any part thereof.

Section 2.2 Debtor covenants that, so long as any part of the Obligations remains unpaid, unless 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 Secured Party because of its 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 and similar 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 (except in accordance with prudent oil-field practice) 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 or (4) consent to or permit (to the extent it has the power to prevent) any such act by any other party in respect of the Land or any part thereof.

E. Debtor shall, at Debtor's own expense (1) take all reasonable steps to 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 prompt payment of all rentals, royalties and other sums due thereunder and the proper performance of all obligations and other acts required thereunder; (2) take all reasonable steps to 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) take all reasonable steps to pay or cause to be paid when due all expenses incurred in connection with such maintenance, development, operation and protection of the Collateral; (4) take all reasonable steps to keep all goods, including equipment, 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 Secured Party, through its 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 Secured Party to exercise this right whenever Secured Party so desires; and (6) do all other things necessary to keep unimpaired Secured Party's interests in the Collateral;

F. Debtor shall carry or cause to be carried, with responsible insurance carriers, and in reasonable amounts, (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; 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 Secured Party such other and further instruments and do such other acts as in the reasonable opinion of Secured Party may be necessary or desirable to effect the intent of this instrument, promptly upon request of 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 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 Secured Party and at Debtor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings, employing attorneys agreeable to Secured Party; and Secured Party may take such independent action in connection therewith as it may in its discretion deem

advisable, and all costs and expenses, including without limitation reasonable attorneys' fees and legal expenses, incurred by 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. Debtor is 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 Debtor's duties thereunder and hereunder; and Debtor shall not, without the prior written consent of Secured Party, consolidate or otherwise reorganize;

provided, however, that with respect to any of the Collateral which is operated by operators other than Debtor, Debtor shall not be obligated itself to perform any undertakings contemplated by the covenants and agreements contained herein which are performable only by such operators and are beyond the control of Debtor; and provided further that Debtor agrees to promptly take all actions available to Debtor under any operating agreement or otherwise to bring about the performance of any such undertaking required to be performed by such operators.

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 the proceeds thereof effective as of September 1, 1982 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 satisfaction of the Obligations as provided below, 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 (with any balance remaining after such application to be paid to Debtor):

A. First, to the payment to Secured Party of all unreimbursed costs and expenses incurred by Secured Party pursuant hereto or in any way relating to the Obligations, and any part of the Obligations other than the principal and interest thereon, including without limitation all fees, charges and penalties due Secured Party;

B. Second, to the payment of all interest accrued on the Obligations; and

C. Third, to the payment or prepayment of the principal of the Obligations in any order selected by Secured Party;

provided however, that if any date of application specified above (herein called a "regular application date"), shall be a Saturday, Sunday or holiday on which Secured Party is authorized by law to close, the proceeds to be applied by Secured Party pursuant to this Section 3.2 shall be applied on the business day next succeeding such regular application date which is not a Saturday, Sunday or holiday on which Secured Party is authorized by law to close, and the amount to be applied as described above shall be the amount accrued up to the 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 Debtor 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 Secured Party. The liabilities of Debtor as set forth in this Section shall survive the termination of this instrument.

Section 3.6 Debtor hereby authorizes and empowers Secured Party to demand, collect, receive and receipt for all production, proceeds and payments assigned hereunder, and Secured Party is hereby appointed agent and attorney-in-fact of Debtor for the purpose of executing any release, receipt division order, transfer order, relinquishment or other instrument that Secured Party deems necessary in order for Secured Party to collect and receive such production, proceeds and payments. In addition, Debtor agrees that upon Secured Party's request it will promptly execute and deliver to Secured Party such transfer orders, payment orders, division orders and other instruments as Secured Party may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Secured Party of all proceeds, production, and payments assigned hereunder. Debtor hereby authorizes and directs that upon the request of Secured Party all pipeline companies, purchasers, transporters and other parties now or hereafter purchasing oil, gas or other mineral production produced from or allocated to the Interests, or any part thereof, or hereafter having in their possession or control any production from or allocated to the Interests, or any part thereof, or the proceeds therefrom, or now or hereafter otherwise owing monies to Debtor under contracts herein assigned, shall, until Secured Party directs otherwise, pay and deliver such proceeds, production or amounts directly to Secured Party at Secured Party's address set forth in the production to this instrument or in such other manner as Secured Party may direct such parties in writing, and this authorization shall continue until this instrument is released. Debtor agrees that all division orders, transfer orders, receipts and other instruments that Secured Party may from time to time execute and deliver for the purpose of collecting and receipting for such proceeds, production, or payments may be relied upon in all respects, and that the same shall be binding upon Debtor and its successors and assigns. No party making payments to Secured Party at request under the assignment contained herein shall have any responsibility to see to the application of any of such funds, and any party paying or delivering proceeds, production or amounts to Secured Party under such assignments shall be released thereby from any and all liability to Debtor to the full extent and amount of all payments, production, or proceeds so delivered. Debtor agrees to indemnify and hold harmless any and all parties making payments to Secured Party, at Secured Party's request under the assignment contained herein, against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees resulting from the delivery of such payments to Secured Party. Should Secured Party bring suit against any third party for collection of any amounts or sums included within this assignment (and Secured Party shall have the right to bring any such suit) it may sue either in its own name or in the names of Debtor.

Section 3.7 Should any purchaser taking the production from the Interests fail to make any payment promptly to Secured Party in accordance with this assignment, then Secured Party, to the fullest extent permissible under applicable law, 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 Secured Party making such selection, so long as ordinary care is used in the making thereof and failure of Debtor to consent to a prompt effect such change of

connection shall constitute an Event of Default, as defined in Article V below.

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 Secured Party has no further commitments to make advances to Debtor, and if Debtor shall have well and truly performed all of the covenants herein contained, then 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 The occurrence of any of the following events ("Events of Default") shall, automatically (as to any Event of Default described in D or F below), and at the option of Secured Party (as to any other Event of Default), terminate any and all obligations of Secured Party to extend any credit to Debtor and make all sums of principal and interest then remaining unpaid on the Obligations and all other amounts secured hereby immediately due and payable, all without demand, presentment or notice, all of which are hereby expressly waived, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law:

A. Failure to pay any fee due Secured Party or any installment of principal of or interest on the Obligations when due;

B. Failure of Debtor to perform or observe any term, condition or provision of this instrument, of any document or agreement executed by Debtor in connection with this instrument or of any other agreement now or hereafter existing between Debtor and Secured Party;

C. Any of Debtor's representations or warranties made herein or any statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect;

D. Debtor shall become insolvent; or admit in writing its inability to pay its debts as they mature; or make an assignment for the benefit of creditors; or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business; or such a receiver or trustee otherwise

shall be appointed and shall not be discharged within 30 days after such appointment;

E. Any money judgment, writ or warrant of attachment, or similar process shall be entered or filed against Debtor or any of its assets (except any of its assets held for the benefit of a third party) and shall remain unvacated, unbonded or unstayed for a period of 30 days or in any event later than five days prior to the date of any proposed sale thereunder;

F. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against Debtor, or any order, judgment or decree shall be entered against Debtor decreeing its dissolution of division;

G. Any material adverse change shall occur as to Debtor, Debtor's business or the Collateral;

H. Debtor shall purchase or otherwise acquire the assets or business of any person or other entity, except in the ordinary and normal course of business as now conducted or liquidate, dissolve or consolidate; or sell any material part of its assets; sell, lease, assign or transfer any material part of its business or fixed assets or any property or other assets necessary for the continuation of its business as now conducted, including without limitation the selling of any property or other asset accompanied by the leasing back of the same; or

I. Any event of default shall occur as to any other agreement now or hereafter existing relating to extension of credit to Debtor by Secured Party or any third party

Section 5.2 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 5.3 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, Secured Party shall have all of the rights and remedies of a mortgagee 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, exclude Debtor therefrom, hold, use, operate, manage and control the real property, to make all such repairs, replacements alterations, additions and improvements to the same, Secured Party may deem proper, to sell all of the severed extracted Hydrocarbons included in the same subject to the provisions of Article III, to demand, collect and gain all other earnings, proceeds and other sums due or become due in respect to such real property, accounting for and applying to the payment of the Obligations of the net earnings arising therefrom after charging against 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 Secured Party were the absolute owner of such real property and without any liability to Debtor in connection therewith.

Section 5.4 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party, 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 5.5 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 5.6 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party may, subject to any mandatory requirements of applicable law, sell or have sold 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

Secured Party may deem appropriate. Secured Party shall make a conveyance to the purchaser or purchasers thereof, and Debtor shall warrant title thereto to such purchaser or purchasers. Secured Party 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 Secured Party, and Debtor shall deliver all of the Collateral to the purchaser at such sale or 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 5.7 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 of the net proceeds of such sale. Recitals contained in any conveyance to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including without limitation non-payment 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 Secured Party may do in carrying out the provisions of this instrument.

Section 5.8 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 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 5.9 Subject to any mandatory requirements of applicable law, Debtor agrees that Debtor shall not at any time have any right, under any law pertaining to the marshaling 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, that would prevent or hinder the rights of Secured Party or any purchaser of the Collateral or any part thereof under this instrument, 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 89-1-55 of the Mississippi Code (1978), 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 5.10 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party 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 Secured Party 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. Secured Party 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 Secured Party proceed under Article 3810 of the Revised Civil Statutes of Texas, Secured Party 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 Secured Party, 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 and actually delivered to and received by the holder of such indebtedness, (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 in force and affect 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 to be posted or caused to be posted by Secured Party, shall not be deemed exclusive but such notice or notices may be given in any other manner which may be permitted by applicable law. Secured Party shall receive the proceeds of said sale or sales and apply the same as herein provided

Section 5.11 All costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in protecting and enforcing its 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 5.12 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 without limitation a reasonable compensation to the agent, attorneys and counsel of Secure Party;

B. Second, to the payment or prepayment 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 5.13 Upon any sale made under the powers of sale herein granted and conferred, the receipt of Secured Party 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 Secured Party be obliged to see to the application thereof or be in any way answerable for any loss, misapplication or nonapplication thereof.

ARTICLE VI

Miscellaneous Provisions

Section 6.1 Each and every right, power and remedy hereby granted to 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 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 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 of Debtor 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 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 6.2 No release from the lien of this instrument of any part of the Collateral by Secured Party shall in any way alter, vary or diminish the force, effect or lien of this instrument on the balance of the Collateral.

Section 6.3 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 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 or 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 6.4 This instrument is made with full substitution and subrogation of 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 6.5 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 6.6 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 r

Section 6.7 Insofar as permitted by otherwise applicable law, this instrument and the Obligations shall be construed under and governed by the laws of Colorado.

Section 6.8 This instrument may be executed in several original counterparts. To facilitate filing and recording, the Exhibit may be omitted from certain counterparts of Exhibit "A" containing specific descriptions of certain Interests which relate to land under the jurisdiction of offices 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 6.9 All recording references in Exhibit "A" are to the official real property records of the county in which the affected land is located. 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 6.10 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 6.11 This instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor and of Secured Party, including without limitation any and all other banks, lending institutions and parties which may participate in the indebtedness evidenced by the Obligations. 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 and 364 days 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 6.12 Some of the above goods are or are to become fixtures on the land described in Exhibit "A". The above described minerals or other substances of value which may be extracted from the earth (including without limitation oil and gas), and the accounts relating thereto 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 in which the affected real estate is located. Debtor is the owner of a record interest in the real estate concerned.

Section 6.13 Owner shall perform or cause to be performed all covenants and agreements of Debtor contained in this instrument.

EXECUTED as of the date first above written.

PARTNERSHIP PROPERTIES CO.

By: _____
Dwight C. Moorhead,
General Partner

PETRO-LEWIS PRODUCING COMPANY II

By: Petro-Lewis Funds, Inc.,
General Partner

By: _____
Dwight C. Moorhead,
Vice Chairman

ATTEST:

_____
David Bowman,
Assistant Secretary

(SEAL)

By: _____
Gerald Johnston,
Treasurer

THIS INSTRUMENT PREPARED BY:

Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Linda K. Gypin, a notary public in and for said county in said state, hereby certify that Dwight C. Moorhead, whose name as General Partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such general partner, executed the same voluntarily on the day

the same bears date. Given under my hand and seal of office this 2nd day of November, A.D. 1982.

(Arkansas and South Dakota Form)

On this 2nd day of November, 1982, before me, Linda K. Gypin, the undersigned officer, personally appeared Dwight C. Moorhead, who acknowledged himself to be one of the partners of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, and that he, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership, by himself as a partner. In witness whereof, I hereunto set my hand and official seal.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Dwight C. Moorhead, a general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, who acknowledged that he signed and delivered the foregoing instrument on the day and the year therein mentioned, on behalf of said general partnership. Given under my hand this the 2nd day of November, A.D. 1982.

(Montana Form)

On this the 2nd day of November, in the year 1982, before me, Linda K. Gypin, a notary public personally appeared Dwight C. Moorhead, known to me to be the person whose name is subscribed to the within instrument as the general partner of PARTNERSHIP PROPERTIES , a Colorado general partnership, the partnership that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the general partnership therein named, and acknowledged to me that such general partnership executed the same.

(Colorado, Florida, Kansas, Michigan, New Mexico, North Dakota, Ohio, Oklahoma, West Virginia, and Wyoming Form)

The foregoing instrument was acknowledged before me this November 2, 1982, by Dwight C. Moorhead as a General Partner on behalf of PARTNERSHIP PROPERTIES CO., a Colorado general partnership. Witness my hand and official seal.

Linda K. Gypin,
Notary Public

Residence: Broomfield, Colorado
Address: 717 Seventeenth Street
Denver, Colorado 80202

NOTARY PUBLIC (SEAL)

My commission expires: November 22, 1982

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Linda K. Gypin, a notary public in and for said county in said state, hereby certify that Dwight C. Moorhead, Gerald Johnston and David Bowman, whose names as Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, as the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner as aforesaid. Given under my hand and seal of office this 2nd day of November, A.D. 1982.

(Arkansas and South Dakota Form)

On this the 2nd day of November, 1982, before me, Linda K. Gypin, the undersigned officer, personally appeared Dwight C. Moorhead, Gerald Johnston and David Bowman, who acknowledged themselves to be the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, and that they, as such Vice Chairman, Treasurer and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation as general partner of said limited partnership, by themselves as Vice Chairman, Treasurer and Assistant Secretary of said corporation. In witness whereof, I hereunto set my hand and official seal.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Dwight C. Moorhead, Gerald Johnston and David Bowman, the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, who acknowledged that they signed and delivered the foregoing instrument on the day and the year therein mentioned, on behalf of said corporation and said limited partnership. Given under my hand this the 2nd day of November, A.D. 1982.

(Montana Form)

On this 2nd day of November, in the year 1982, before me, Linda K. Gypin, a notary public, personally appeared Dwight C. Moorhead, Gerald Johnston and David Bowman, known to me to be the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, the corporation and the limited partnership that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation

and the limited partnership therein named, and acknowledged to me that such corporation and such limited partnership executed the same.

(Colorado, Florida, Kansas, Michigan, New Mexico, North Dakota, Ohio, Oklahoma, West Virginia, and Wyoming Form)

The foregoing instrument was acknowledged before me this November 2, 1982, by Dwight C. Moorhead, Gerald Johnston and David Bowman, the Vice Chairman, Treasurer and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, the general partner of PETRO-LEWIS PRODUCING COMPANY II, a Colorado limited partnership, on behalf of said corporation and said limited partnership. Witness my hand and official seal.

Linda K. Gypton
Notary Public

Residence: Broomfield Colorado
Address: 717 Seventeenth Street
Denver, Colorado 80202

(SEAL)

My commission expires: November , 1982

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. As used in this Exhibit "A," "ORR" means overriding royalty, "BPO" means before payout and "APO" means after payout. Where BPO and APO are used, reference is made to the agreement wherein such rights are created and to which reference must be made as to the meaning of "payout."

5. This Exhibit "A" consists of numerous sections, each of which is preceded by a "Title Page." The Title Page identifies the name of the acquisition to which that portion of Exhibit "A" relates and states Debtor's interest in the property interests described in such portion of Exhibit "A," if Debtor's interest is less than the entire interest shown thereon. In addition, each portion of this Exhibit "A" (except the Title Pages) is designated with two letters and a number. The two letters correspond to the code name for the acquisition to which that portion of Exhibit "A" relates, as set forth in the caption of the respective Title Page.

6. All references in this Exhibit "A" to the interest of "Seller" or the interest of "Assignor" (other than interests specifically reserved to "Seller" or "Assignor") shall be deemed to refer to Debtor.

TITLE PAGE

WESTRANS EC ACQUISITION

The interests covered by this portion of Exhibit "A" are the interests relating to the portion of the interests on the attached pages designated as "Interest A" (the "A Interests").

Debtor owns an undivided 78.1782 % interest in and to the A Interests for each property description in this portion of Exhibit "A." Debtor's leasehold interest, Operating Interest (or Working Interest) and Net Revenue Interest for each property can be calculated by multiplying said percentage by the respective leasehold interest, Operating Interest (or Working Interest) and Net Revenue Interest for the A Interests, as shown for that property on this Exhibit "A"

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#41-36 State and #33-36 State.

An undivided 87.5% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of October 2, 1966, bearing Serial Number 66-15523, from the State of Wyoming, lessor, to Nat Novick, lessee, recorded in Book 48 of Oil and Gas Leases at page 143, covering the following described land:

T. 27 N., R. 112 W., 6th P.M.
Section 36: All;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 12.0% before payout and 5.75% after farmout payout.

C. Operating Agreement dated July 1, 1972, among Westrans Petroleum, Inc., et al.

D. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

F. Gas Purchase Agreement dated August 1, 1972 between Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

	BEFORE PAYOUT*	AFTER FARMOUT PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A			
WORKING INTEREST	84.88731%	42.443660%	42.661380%
NET REVENUE INTEREST	64.08992%	34.697685%	34.875685%
INTEREST B			
1971-B Program			
WORKING INTEREST	1.92123%	0.960610%	0.800510%
NET REVENUE INTEREST	1.45053%	0.785300%	0.654420%
1971-C Program			
WORKING INTEREST	0.69146%	0.345730%	0.288110%
NET REVENUE INTEREST	0.52205%	0.282640%	0.235520%

*The "Before Payout" interests specified in this column apply only to the #41-36 State well located in the NE¼NE¼ of Section 36, T. 27 N., R. 112 W., 6th P.M.

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#22-25 Federal

An undivided 50.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of November 1, 1966, bearing Serial Number W-2108, from The United States of America, lessor, to Jas. O. Brune, Jr., lessee, recorded Book 47 of Oil and Gas at page 373, covering the following described land:

27 N., R. 112 W., 6th P.M.

Section 25: W½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 11.25% before payout and 5.0% after Harmout payout;

C. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al.

D. Gas Purchase Agreement dated August 1, 1972, between Westrans Petroleum, Inc., et al., as sellers and FMC Corporation, as buyer.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., Operator, and J. C. Knight, et al, as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., Operator, and Robertson, et al., as Non-Operators.

	BEFORE PAYOUT	AFTER FARMOUT PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A			
WORKING INTEREST	48.50703%	24.253	2.37793%
NET REVENUE INTEREST	36.98661%	20.0091%	1.11180%
INTEREST B			
1971-B Program			
WORKING INTEREST	1.09785%	0.548	.45744%
NET REVENUE INTEREST	0.83711%	0.4529%	.37738%
1971-C Program			
WORKING INTEREST	0.39512%	0.1979%	.16463%
NET REVENUE INTEREST	0.30128%	0.1629%	.13582%

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#33-25 Federal

An undivided 25.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of February 1, 1967, bearing Serial Number W-3776, from The United States of America, lessor, to Josephine E. Frye, lessee, recorded in Book 41 of Oil and Gas Leases at page 445, insofar as said lease covers the following described land:

T. 27 N., R. 112 W., 6th P.M.

Section 25: E½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 5.0%.

C. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al.

D. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Basset, et al, as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Linton, et al., as Non-Operators.

	BEFORE PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A		
WORKING INTEREST	24.25352%	24.37793%
NET REVENUE INTEREST	20.00915%	20.11180%
INTEREST B		
1971-B Program		
WORKING INTEREST	0.54892%	0.45744%
NET REVENUE INTEREST	0.45286%	0.37738%
1971-C Program		
WORKING INTEREST	0.19756%	0.16463%
NET REVENUE INTEREST	0.16299%	0.13582%

SUBLETTE COUNTY, WYOMING

BIRD CANYON FIELD

#33-24 Federal

An undivided 25.0% interest in and to the leasehold estate created by the following:

Oil and Gas Lease dated effective as of October 1, 1968, bearing Serial Number W-15340, from The United States of America, lessor, to Ruth Fox Sears, lessee, recorded in Book 47 of Oil and Gas Leases at page 505, covering the following described land:

T. 27 N., R. 112 W., 6th P.M.
Section 24: E½;

subject only to the following:

A. A proportionate share of a lessor's royalty of 12.5%.

B. A proportionate share of overriding royalties totaling 5.

C. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., as Operator, and Davis Oil Company, et al., as Non-Operators.

D. Gas Contract Agreement dated August, 1972, among Westrans Petroleum, Inc., et al., as sellers, and FMC Corporation, as buyer.

E. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and Robert Hamilton, et al., as Non-Operators.

F. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc., as Operator, and C. C. Rhett, et al, as Non-Operators

	BEFORE PAYOUT	AFTER PROGRAM PAYOUT
INTEREST A		
WORKING INTEREST	24.25352%	24.27793%
NET REVENUE INTEREST	20.009159%	20.02179%
INTEREST B		
1971-B Program		
WORKING INTEREST	0.54892%	0.57443%
NET REVENUE INTEREST	0.45286%	0.47387%
1971-C Program		
WORKING INTEREST	0.19756%	0.16463%
NET REVENUE INTEREST	0.16299%	0.13582%

TITLE PAGE

BARBER LL ACQUISITION

Debtor owns an undivided 85.6401968% interest in and to the interests listed for each property description in this portion of Exhibit "A." Debtor's leasehold interest, Operating Interest (or Working Interest) and Net Revenue Interest for each property can be calculated by multiplying said percentage by the respective leasehold interest, Operating Interest (or Working Interest) and Net Revenue Interest shown for that property on this Exhibit "A."

The leasehold interests, Operating Interests (or Working Interests) and Net Revenue Interests shown on this portion of Exhibit "A" are expressed in decimal equivalents (1.00 = 100%).

Exhibit "A"

BOE LEASE NUMBER	LESSOR	LEASE DATE	RECORDATION BOOK	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
NET REVENUE INTEREST .00781250 (CRAI)

C.S.

MORTGAGE

THIS MORTGAGE, made this 26th day of November, 19 82, between William H. Mayo and Phyllis J. Mayo, 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, Rock Springs,

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

The Mortgagor, for and in consideration of the sum of Forty-five Thousand and No/100 - - - - -

- - - - -

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

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

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

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

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

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 H Mayo

Phyllis J Mayo

INDIVIDUAL ACKNOWLEDGMENT

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

On this *26th* day of *November*, 19*82*, before me personally appeared

William H. Mayo and Phyllis J. Mayo, 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*

Susan Garber

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

658

689

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That First Wyoming Bank N.A. Kemmerer, an association organized and doing business under the laws of the United States of America, and having its principal office at 801 Pine Avenue Kemmerer, Wyoming 83101, in said State, Party of the First Part, in pursuance of a resolution of the directors of said company, and in consideration of the sum of Fourty Eight Thousand and no/100---------- Dollars to it in hand paid by MGIC Mortgage Marketing Corporation, Party of the Second Part, the receipt whereof is hereby acknowledged, has sold and by these presents does sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 17th day of August, in the year One Thousand Nine Hundred and Eighty Two, made by Thomas C. & Marion S. Cole in favor of First Wyoming Bank N.A. Kemmerer and conveying the following described property:

Lot 4, Block 8, Bacon Second Addition to the Town of Marbleton, Sublette County, Wyoming.

and which said Mortgage was recorded in the office of the County Clerk and ex officio Register of Deeds in Said County of Sublette on the 24th day of August, in the year 19 82 in Book Mtg. of Mortgages, at Page 27, together with the notes and obligations therein described, with recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its Vice-President President, and sealed with its corporate seal, attested by its Cashier, this 29th day of October, 19 82.

First Wyoming Bank N.A. Kemmerer

By: Marguerite L. Berryhill Vice-President

ATTEST:

Marie Lebeau
Marie Lebeau - Cashier

THE STATE OF WYOMING)
) ss
COUNTY OF Lincoln)

On this 29th day of October, 19 82, before me appeared Marguerite L. Berryhill, to me personally known, who, being by me duly sworn, did say that he is the Vice President of First Wyoming Bank N.A. Kemmerer and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said Cashier acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 2 day of Nov, 19 82

Notary Public

My Commission Expires: Dec 11, 1984

Mae Jean Hillan
County of
Lincoln
My Commission Expires

REL-101 (2-78)

Recorded 6 1982 11:00 AM
Book Mtg 689

[redacted] [redacted] [redacted]

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That First Wyoming Bank N.A. Kemmerer, an association organized and doing business under the laws of the United States of America, and having its principal office at 250 East Kilbourn Avenue, Milwaukee, WI 53202, in said State, Party of the First Part, in pursuance of a resolution of the directors of said company, and in consideration of the sum of Fourty Eight Thousand and no/100---------- Dollars to it in hand paid by M & I Marshall & Ilsley Bank, Party of the Second Part, the receipt whereof is hereby acknowledged, has sold and by these presents does sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 17th day of August, in the year One Thousand Nine Hundred and Eighty Two, made by Thomas C. & Marion Cole in favor of First Wyoming Bank N.A. Kemmerer and conveying the following described property:

Lot 4, Bolck 8, Ball Second Addition to the Town of Marbelton, Sublette County, Wyoming.

and which said Mortgage was recorded in the office of the County Clerk and Ex-officio Register of Deeds in Said County of Sublette on the 20th day of August, in the year 19 82, in Book 38 Mtg. of Mortgages, at Page 279, together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its _____ President, and sealed with its corporate seal, attested by its Assistant Vice President, this 18th day of November, 19 82.

MGIC MORTGAGE MARKETING CORPORATION

By: _____
Mark L Korell, President

ATTEST: _____
Ellen A. Hawkinson-Assistant Vice-President

THE STATE OF ~~WYOMING~~ WISCONSIN)
) ss
COUNTY OF ~~Lincoln~~ MILWAUKEE)

On this 18th day of November, 19 82, before me appeared Mark L. Korell, to me personally known, who, being by me duly sworn, did say that he is the _____ President of MGIC Mortgage Marketing Corporation and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said Mark L. Korell acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 18th day of November, 19 82.

_____
Notary Public
Karen L. Mulhurner
Milwaukee, Wisconsin

My Commission Expires: 3/23/86

2283?7?

REL-101 (2-78)

Rec December 6 1982 11:00 AM
Ent 38 Mtg 690
Ind

691 Released for filing 255

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 L. Tanner and Shirley Tanner - Husband and Wife, Harvey T. Graham and Nancy Graham - Husband and Wife, Richard A. Costello and Sharon herein designated as Mortgagor, of Costello - Husband and Wife / 4th & Taylor, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Thirty-Two Thousand and no/100---------- Dollars ($ **32,000.00), with interest at the rate of Twelve per centum (12.000 %) per annum as evidenced by a promissory note of even date herewith to the order of

Town of Marbleton

WALLICK AND VOLK, INC

a corporation organized and existing under the laws of the State of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Three Hundred Twenty Nine and 28/100---------- Dollars ($ **329.28), commencing on the first day of January, 19 83, 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, 2012, hereby mortgage to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 1 Multiplex Addition Phase I To the Town of Marbleton, Sublette County, Wyoming

19879

December 6 1982 11:00
35 Mtg
Book 1 Misc
Index
Entered
Mailed

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 he will by 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 intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order to fully 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 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, next due, plus the taxes and special assessments next due on the premises covered hereby (all as estimated by the Mortgagee in trust to pay), 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 special assessments, before the same become due; and

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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, [illegible] of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for [illegible] 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 [illegible] may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and 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 in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described [illegible]ses, at public [illegible]nue, 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 [illegible]penses 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 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.

Shirley Tanner, Nancy Graham & Sharon Costello

And the said / wife of the said John L. Tanner, Harvey T. Graham & Richard A. Costello upon the consideration aforesaid, do hereby release and forever quitclaim unto the Mortgagee all her right of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 30th day of November 19 82.

In the presence of —

John L. Tanner

Shirley Tanner

Harvey T. Graham

Nancy Graham

Richard A. Costello

Sharon Costello

THE STATE OF WYOMING

COUNTY OF SUBLETTE } ss

On this 30th day of November, 1982, before me personally appeared John L. Tanner and Shirley Tanner-Husband and Wife, Harvey T. Graham and Nancy Graham-Husband and Wife, Richard A. Costello and Sharon Costello-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 wife having been by me fully apprised of her rights and the effect of signing and acknowledging the said instrument apart from her husband signed the same while separate and apart.

Given under my hand and notary seal, this 30th day of November, A.D. 19 82.

[SEAL] EDNA R. ADAMS Notary Public County of Sublette State of Wyoming My Commission expires July 28, 1984

My commission expires:

Edna R. Adams
Notary Public.

STATE OF WYOMING }
COUNTY OF } ss:

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

County Clerk and ex-officio Register of Deeds

Fee: $

By
Deputy

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

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

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John L. Tanner and Shirley Tanner - Husband and Wife, Harvey T. Graham and Nancy Graham - Husband and Wife, Richard A. Costello and Sharon Costello - Husband and Wife herein designated as Mortgagor, of 4th and Taylor, Town of Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Thirty-Two Thousand and no/100---------- Dollars ($ **32,000.00), with interest at the rate of Twelve per centum (12.000 %) per annum as evidenced by a promissory note of even date herewith to the order of

WALLICK AND VOLK, INC.

a corporation organized and existing under the laws of the State of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Three Hundred Twenty-Nine and 28/100---------- Dollars ($ **329.28), commending on the first day of January, 1983, 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, 2012, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 2, Multiplex Addition-Phase I to the Town of Marbleton, Sublette County, Wyoming.

193710

Recorded 6 : 52 11:00A
35 MG 694
Sublette County, Clerk
SUBLETTE COUNTY, 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

694 Released Bk. 15 Rel. of Mg. 259

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

3. If the total of the payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. 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, or municipal charges, and other lawful charges, for which provision has not been hereinbefore made, 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 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 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. 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 paid, 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 covenants that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within 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 such 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 to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, to the highest bidder for cash, according to Wyoming statutes governing mortgage foreclosures, and to execute and deliver 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 by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the principal indebtedness secured hereby, together with interest thereon as aforesaid, and the surplus shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any such foreclosure, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said / Shirley Tanner, Nancy Graham & Sharon Costello wife of the said John L. Tanner, Harvey T. Graham & Richard A. / Costello 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 30th day of November, 1982.

In the presence of---

John L. Tanner

Shirley Tanner

Harvey T. Graham

Nancy Graham

Richard A. Costello

Sharon Costello

THE STATE OF WYOMING

COUNTY OF SUBLETTE } ss.

On this 30th day of November, 19 82, before me personally appeared John L. Tanner and Shirley Tanner - Husband and Wife, Harvey T. Graham and Nancy Graham-Husband and Wife, Richard A. Costello and Sharon Costello-Husband and Wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notary seal, this 30th day of November, A.D. 1982

[SEAL] EDWIN H. ADAMS Notary Public County of Sublette State of Wyoming My Commission expires July 21, 1984

My commission expires

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

697 Rel'd B/C 15 Rec'd 19 257

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 L. Tanner and Shirley Tanner - Husband and Wife, Harvey T. Graham and Nancy Graham - Husband and Wife, Richard A. Costello and Sharon Costello - Husband and Wife, herein designated as Mortgagor, of 4th and Taylor, Town of Marbleton County of Sublette, State of Wyoming, to secure the payment of the principal sum of Thirty-Two Thousand and no/100---------- Dollars ($ **32,000.00), with interest at the rate of Twelve per centum (12.000 %) per annum as evidenced by a promissory note of even date herewith to the order of WALLICK AND VOLK, INC.

a corporation organized and existing under the laws of the State of Wyoming hereinafter designated Mortgagee, the said principal sum and interest being payable in monthly installments of Three Hundred Twenty and 28/100---------- Dollars ($ **329.28), commencing on the first day of January , 1983 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 , 2012 , hereby mortgage to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lot 3, Multiple Addition Phase I to the Town of Marbleton Sublette County, Wyoming.

193771

December 6 1982 8:00 A
38 Mtg 697
Sue Fletcher
Deputy
Recorder

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

The Mortgagor hereby releases and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants with the Mortgagee 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 to the Mortgagee, 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 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 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 insured under the provisions of the National Housing Act and a monthly mortgage insurance premium is in effect, an amount sufficient to accumulate in the hands of the holder one (1) month prior to the date when the next 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

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

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

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

(III) interest on the note secured hereby, and

(IV) amortization of the principal of said note.

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

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

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

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

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

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

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said Shirley Tanner, Nancy Graham & Sharon Costello wife of the said John L. Tanner, Harvey T. Graham & Richard A. Costello upon the consideration aforesaid 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 30th day of November 19 82.

In the presence of—

John L. Tanner

Shirley Tanner

Harvey T. Graham

Nancy Graham

Richard A. Costello

Sharon Costello

THE STATE OF WYOMING

COUNTY OF SUBLETTE } ss:

On this 30th day of November 19 82, before me personally appeared John L. Tanner and Shirley Tanner - Husband and Wife, Harvey T. Graham and Nancy Graham-Husband and Wife, Richard A. Costello and Sharon Costello-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 wife having been by me fully apprised of her rights and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separated and apart.

Given under my hand and notary seal, this 30th day of November, A.D. 19 82.

[SEAL] ADAMS Notary Public State of Wyoming My commission expires July 28, 1984

My commission expires

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