MORTGAGE

THIS MORTGAGE is made this 22nd day of May, 19 84, between the Mortgagor, Frank D. Ball III and Margaret S. Ball, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A., Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue, Big Piney, Wyoming 83113 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of -----Nine thousand five hundred dollars and no/100----- Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1984 (herein "Note"), providing for ~~monthly~~ yearly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 22, 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:

Lot 2, Block 2, Ball Second Addition to the Town of Marbleton,
Sublette County, Wyoming

201580

RECORDED May 31 1984 8:00 AM
IN BOOK 42 Mtg PAGE 1
FEES $10.00 Lois J Yokel COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

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

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

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

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.

J.D. MB

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.

[redacted] [redacted] [redacted]

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause 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 specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Frank D. Ball III —Borrower

Margaret S. Ball —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 22, 1984 [date] by

Frank D. Ball, III and Margaret S. Ball [person acknowledging]

My commission expires:

September 1, 1985

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this 22nd day of May, 19 84, between the Mortgagor, Frank D. Ball III and Margaret S. Ball, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A., Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue Big Piney, Wyoming 83113 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of -----Twenty eight thousand dollars and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1984 (herein "Note"), providing for ~~monthly~~ yearly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 22, 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 1, 2 and 3, Block 5, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming

201581

RECORDED May 31 81 8:00 A.M.
IN BOOK 42 mtge 5
FEES $10.00 Doris J. Yake COUNTY CLERK
SUBLETTE 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.

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.

J.D.B.III

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.

[redacted] [redacted] [redacted]

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause 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 specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Frank D. Ball III — Borrower

Margaret S. Ball — Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 22, 1984 [date] by

Frank D. Ball, III and Margaret S. Ball [person acknowledging]

My commission expires:

September 1, 1985

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this 17th day of May, 19 84, between the Mortgagor, Ilene Whitman a/k/a Eileene Whitman, a widow (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A., Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue, Big Piney, Wyoming (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One thousand four hundred four and 23/100--------- Dollars, which indebtedness is evidenced by Borrower's note dated May 17, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 17, 1985;

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

Lots 1 and 2 Block 17, C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming/

201592

RECORDED May 31 19 84 8:00 AM
IN BOOK 42 mtg. PAGE 9
FEES $ 10.00 Doug Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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

[redacted] [redacted] [redacted]

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 specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Ilene Whitman a/k/a Eileene Whitman —Borrower

Ilene Whitman a/k/a Eileene Whitman

—Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 17, 1984 [date] by

Ilene Whitman a/k/a Eileene Whitman

[person acknowledging]

My Commission expires:

September 1, 1985

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this 22nd day of May, 19 84, between the Mortgagor, Frank D. Ball III and Margaret S. Ball, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A., Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue Big Piney, Wyoming 83113 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of -------Nine thousand five hundred dollars and no/100------- Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1984 (herein "Note"), providing for ~~monthly~~ yearly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 22, 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:

Lot 3, Block 3, Ball Second Addition to the Town of Marbleton,
Sublette County, Wyoming

201583

RECORDED May 31 AD 84 8:00 AM
IN BOOK 42 mtg. PAGE 13
FEES $ 10.00 Doris Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

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.

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 specifing: (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

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.

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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Frank D. Ball III —Borrower

Margaret S Ball —Borrower

Frank D. Ball III

Margaret S. Ball

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 22, 1984 [date] by

Frank D. Ball, III and Margaret S. Ball [person acknowledging]

My Commission expires:

September 1, 1985

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this 22nd day of May, 1984, between the Mortgagor, Frank D. Ball III and Margaret S. Ball, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A., Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue Big Piney, Wyoming 83113 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ----Twelve thousand dollars and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1984 (herein "Note"), providing for ~~monthly~~ yearly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 22, 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:

Lot 5, Block 6, Ball Second Addition to the Town of Marbleton,
Sublette County, Wyoming

201584

RECORDED May 31 AT 8:00 AM
IN BOOK 42 mtg 17
FEES $10.00 Dorothy McKenzie
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McKenzie

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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

[redacted] [redacted] [redacted]

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 specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Frank D. Ball III —Borrower

Margaret S. Ball — Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 22, 1984 [date] by Frank D. Ball, III and Margaret S. Ball [person acknowledging]

My Commission expires: September 1s, 1985

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this 22nd day of May, 19 84, between the Mortgagor, Frank D. Ball III and Margaret S. Ball, Husband and Wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A., Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue Big Piney, Wyoming 83113 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ----Twelve thousand dollars and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1984 (herein "Note"), providing for ~~monthly~~ yearly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 22, 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:

Lot 1, Block 7, Ball Second Addition to the Town of Marbleton,
Sublette County, Wyoming

201585

RECORDED May 31 1984 8:00 AM
IN BOOK 42 Mtg PAGE 21
FEES $10.00 Lois J. Jake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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

[redacted] [redacted] [redacted]

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 specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Frank D. Ball III —Borrower

Margaret S. Ball —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 22, 1984 [date] by Frank D. Ball, III and Margaret S. Ball [person acknowledging]

My Commission expires: September 1, 1985

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE

THIS MORTGAGE is made this 22nd day of May 19 84, between the Mortgagor, Frank D. Ball III and Margaret S. Ball, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A., Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue Big Piney, Wyoming 83113 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of -----Eleven thousand dollars and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1984 (herein "Note"), providing for yearly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 22, 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:

Lot 3, Block 12, Ball Second Addition to the Town of Marbleton,
Sublette County, Wyoming

201596

RECORDED May 31 19 84 8:00 AM
IN BOOK 42 Mtg PAGE 25
FEES $10.00 Doug Jake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEwen

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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

[redacted] [redacted] [redacted]

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 specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Frank D. Ball III
—Borrower

Margaret S Ball
—Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 22, 1984 [date] by

Frank D. Ball, III and Margaret S. Ball
[person acknowledging]

My Commission expires: September 1, 1985

Betty J Rodgers
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAG[redacted] -FORM NO. 4½ [redacted] THE HILL[redacted] 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

IVAN V. WALTON and BELVA D. WALTON, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Seventy-Two Thousand Seven Hundred Sixty-Five &no/100 Dollars, due Demand with interest from 5/29/84 at the rate of 14 per cent per annum, payable demand ~~xxxx~~ annually evidenced by One promissory note, of even date herewith,

Principal and Interest at the rate of 14% due on Demand

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:

Lots 3, 4, 5 and 6 in Block 9 of the Patterson's First Addition to the Town of Pinedale, Wyoming, according to the plat on file and of record in the office of the County Clerk, Sublette County, Wyoming; and

That part of Lots 7, 8, 9 and 10, Block 9, Patterson's First Addition to the Town of Pinedale, Wyoming, described as follows:

Beginning at the northwest corner of Lot 10, Block 9, of Patterson's First Addition, Town of Pinedale, Wyoming thence south along the west boundary line of Lots 10, 9, 8 and 7, 100 feet to the southwest corner of Lot 7, Block 9;

Thence east along the line between Lots 6 and 7, 48.82 feet to the centerline of a 16 inch cinder block wall;

Thence north along the centerline of said 16 inch wall to the north boundary line of Lot 10;

Thence west along the north boundary line of Lot 10, 48.82 feet to the point of beginning;

TOGETHER WITH the buildings and improvements situate thereon and appurtenant thereto, BUT SUBJECT, HOWEVER, TO the provisions of United States patents.

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Reasonable 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 insurable amount Dollars, as attorney's fees.

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

Dated this 29 day of May A. D. 19 84.

In the presence of

Ivan V. Walton

Belva D. Walton

201598

RECORDED May 31 1984 10:30 A.M.
IN BOOK 42 Mtg PAGE 29
FEES 6.00 Jack L. Lake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Thurie

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Ivan V. Walton dna Belva D. Walton, husband and wife

this 29 day of May, 19 84.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: June 4, 1986

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

[redacted] [redacted] [redacted]

Loan #014-1900059
Commitment #6497-T

MORTGAGE

THIS MORTGAGE is made this .....21st.... day of .....May....., 1984between the Mortgagor, ...George.P..Jelaco.and.Carol.E..Jelaco,..Husband.and.Wife..... (herein "Borrower"), and the Mortgagee, ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States of America, whose address is 2020 Carey Avenue, Cheyenne, Wyoming, 82001 (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 ..May.21,.1984..... (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,..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 1 and 2, Hecox Second Subdivision, Sublette County, Wyoming.

201661

RECORDED May 31 1984 AT 11:00 AM
IN BOOK 42 mtg PAGE 31
FEES $20 Dorothy McClure COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy McClure

which has the address of .....[Street]....., ...Pinedale.....[City],
.....Wyoming..83025.....(herein "Property Address");
[State and Zip Code]

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

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

Released BK. 14 Rel. @ pg. 45

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 the 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 contianed 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 actions 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.

[redacted] [redacted] [redacted]

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.

George P. Jelaco —Borrower

Carol E. Jelaco —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 21, 1984 by
(date)

George P. Jelaco and Carol E. Jelaco, Husband and Wife
(Name(s) acknowledging)

My Commission expires:

TIMOTHY R. COON
NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
My Commission Expires Oct. 14, 1987

Timothy R. Coon
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

[redacted] [redacted] [redacted]

ADJUSTABLE MORTGAGE LOAN RIDER TO MORTGAGE

(Loan Providing for Negative Amortization)

THIS ADJUSTABLE MORTGAGE LOAN RIDER is made this 21st day of May, 1984, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Mortgage Loan Promissory Note (the "Note") to Rocky Mountain Federal Savings and Loan Association, (the "Lender") of the same day and covering the property located at: Lots 1 and 2, Hecox Second, Pinedale, Wyoming 83025, and legally described as follows:

Lots 1 and 2, Hecox Second Subdivision, Sublette County, Wyoming

(1) THE NOTE SECURED BY THE MORTGAGE CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS. (2) THE NOTE ALSO ALLOWS FOR NEGATIVE AMORTIZATION. THIS MEANS THAT THE LOAN BALANCE MAY INCREASE EVEN THOUGH THE PRESCRIBED PAYMENTS ARE BEING MADE.

ADDITIONAL COVENANTS

In addition to the covenant and agreement made in the Mortgage, Borrower and Lender further covenant and agree as follows:

Adjustable Mortgage Loan Provisions.

The following provisions of the Adjustable Mortgage Loan Promissory Note which the Mortgage secures are set forth below and incorporated herein:

" * * *

To the extent that any scheduled monthly installment due is insufficient to pay all interest required for the monthly installment period for which payment is being made, the amount of such unpaid interest ("Deferred Interest") shall as of the date of any such monthly installment, be added to and become a part of the unpaid principal and shall bear interest thereafter as provided in this Note.

In the event any sum has not been paid at the Maturity Date, interest shall be due from the Maturity Date on such unpaid sums without extending the Maturity Date or waiving such default, at the rate applicable to the final monthly installment.

1. DEFINITIONS As used in this Note: (a) 'Adjustment Interval' means each of the successive periods of time during the term of this Note which include successive increments of twelve monthly installment periods, so that the first adjustment interval runs from the due date of the first monthly payment through the day preceding the due date of the thirteenth monthly payment and successive adjustment invervals run in increments of twelve months thereafter, (b) "Index" means the monthly weighted average cost of savings, borrowings and advances by the Federal Home Loan Bank of San Francisco ("Bank") to Eleventh District members of the Bank based on statistics tabulated and published by the bank during the term of this Note, or a successor Index designated by the Federal Home Loan Bank Board, or if no successor is designated, the Association may select an alternate comparable index to permit interest rate adjustments; (c) "Current Index" shall mean each update of the Index published during the term of this Note. (d) "RATE DIFFERENTIAL" shall mean 2.50 percent.

2. ADJUSTABLE INTEREST RATE TERMS The initial Rate of interest shall be adjusted commencing with the first day of the seventh (7th) Monthly installment Period of this Note and thereafter as follows: (a) Association will decrease and increase the interest rate of this Note to directly reflect movements of the Index by adding the Rate Differential to the most recently published Current Index, which sum shall be the adjusted interest rate; (b) Each rate change will be effective starting with the first day of the monthly installment period immediately following publication of each Current Index. (It is understood that the Current Index is calculated for each calendar month, but publication of the Index may be delayed. The Index will be deemed to have been published in the month following that calendar month for which the Index value is calculated for purposes of this Note.); (c) The interest rate may not be adjusted more than 5.0 percentage points above or below the Initial Rate during the loan term. Association may elect to defer all or any part of the rate change that will result in an increase of that rate, but a decision to defer a rate change does not waive the Association's right later to invoke such an increase.

3. INSTALLMENT ADJUSTMENT At the end of each Adjustment interval, the monthly installment of this Note shall be adjusted to an amount which would be sufficient to pay in full the then outstanding balance of the loan evidenced by this Note including any Deferred Interest which may have been

added to the principal under the provisions of this Note (without regard to any delinquent or prepaid installments), at the then applicable interest rate, in equal monthly installments over the remainder of the originally scheduled term. Provided, however, that any monthly installment increase or decrease required under the provisions of this paragraph shall not exceed 7 1/2% of the last monthly installment due prior to the effective date of an installment adjustment except at the end of each fifth-year Adjustment Interval, when payments will be adjustable without the 7 1/2% limitation."

Charges; Liens

Uniform Covenant 4 of the Mortgage is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the property which may obtain 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 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 payment. Borrower shall promptly discharge any lien which has priority over this Mortgage; however, Borrower shall not required to discharge any such liens as long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such a lien by, or defend against enforcement of such lien, in legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the property or any part thereof; or (c) shall secure from the holder of such lien an agreement in form satisfactory to Lender subordinating such lien to this Mortgage.

If Lender determines that all or any part of the property is subject to a lien which may attain a priority over this Mortgage, Lender shall give Borrower a Notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of the Notice.

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Notice

Uniform Covenant 14 of the Mortgage is amended to read as follows:

14. Notice. Except for any Notice required under any applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or mailing it by first class mail 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 first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

Uniform Security Instrument; Governing Law; Severability

Uniform Covenant 15 of the Mortgage is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of Mortgage combines uniform covenants for national use and non-uniform covenant with limited variations by jurisdiction to constitute the Uniform Security Instrument covering real property. This Mortgage shall be governed by Federal Law and 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.

Transfer of the Property or a Beneficial Interest in Borrower

Uniform Covenant 17 of the Mortgage is amended to read as follows:

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may at Lender's option, declare all sum secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by federal law.

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 the 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.

Notwithstanding a sale or transfer, Borrower shall continue to be obligated under the note and this Mortgage unless Lender has released Borrower in writing.

Balloon Payment Notice

This Loan is payable in full at the end of 10 years. You must pay the entire principal balance of the loan and unpaid interest then due. The Lender is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a Lender willing to lend you the money at prevailing market rates, which may be considerably higher or lower than the interest rate on this loan.

George P. Jelaco

Carol E. Jelaco

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was subscribed and sworn to before me, a Notary Public, by George P. Jelaco and Carol E. Jelaco, Husband and Wife, this 21st day of May, 1984.

TIMOTHY R. COON
NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
My Commission Expires Oct. 14, 1987

Notary Public

My Commission expires:

57

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Andrew H. Hendricks and Ruth E. Hendricks, husband and wife, herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Seventeen Thousand Five Hundred and no/100---------- Dollars ($ 17,500.00), with interest as evidenced by a promissory note dated May 17, 1984 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 one installments of $ 18,866.80 ~~each on the xxxxxxxxxxxxxx day of each month beginning on the xxxxxxxxxxxxxx day of xxxxxxxxxxxxxxxxxxxx, 19xxxx; 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 xxxxxxxxxxxxxxxx installment~~ on November 13, 1984 hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

LOT 24 OF THE AMENDED MEADOW CANYON ESTATES, SUBLETTE COUNTY, WYOMING.

MORTGAGOR EXPRESSLY COVENANTS THAT ITS OBLIGATION TO THE MORTGAGEE SHALL NOT BE ASSUMED BY ANY OTHER PARTY AND THAT MORTGAGOR SHALL REMAIN THE SOLE OBLIGOR UNTIL SAID OBLIGATION IS FULLY PAID.

201602

Bk 1 M 12 p 363

RECORDED May 31 1984 11:00 AM
IN BOOK 42 mtg PAGE 40
FEES $8.00 Doris J Yokel COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 Ruth E. Hendricks wife of the said Andrew H. Hendricks 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 their hand(s) this 17th day of May , 19 84

In the presence of—

X Andrew H. Hendricks
Andrew H. Hendricks

X Ruth E. Hendricks
Ruth E. Hendricks

THE STATE OF WYOMING
COUNTY OF LINCOLN } ss:

On this 17th day of May 19 84, before me personally appeared Andrew H. Hendricks & Ruth E. Hendricks to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notary sealy this 17th day of May , A. D. 1984

(Seal) County of Lincoln State of Wyoming Nov. 16

My commission expires 11-16-87

Notary Public.

MORTGAGE [redacted] FORM NO. 4½ [redacted] THE HILLS CO [redacted] 41302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JERRY L. McMILLEN and LINDA J. McMILLEN, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Seventy-Eight Thousand and N0/100 ($78,000.00) Dollars, due On Demand with interest from 5/25/84 at the rate of sixteen (16%) per cent per annum, payable On Demand ~~annually~~ evidenced by One (1) promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Two (2), Block Nine (9), Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming as the same appears of record on the official map or plat thereof, filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and
SUBJECT TO: prior mineral reservations of record.

201638

RECORDED June 4 1984 10:30 A.M.
IN BOOK 42 Mtg PAGE 43
FEES $6.00 Geo J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Thurin

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 25 day of May A. D. 1984.

In the presence of

Jerry L. McMillen
JERRY L. McMILLEN

Linda J. McMillen
LINDA J. McMILLEN

Misc Rec 14 pg 43

414

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by JERRY L. McMILLEN and LINDA J. McMILLEN, ,

this 25 day of May, 19 84.

Witness my hand and official seal.

Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

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, $

[redacted] $12.00 [redacted]

MORTGAGE

May 22, [redacted] AT 9A M
21 R 13
615989

13

THIS MORTGAGE is made this 14th day of May 19 84, between the Mortgagor, Hugh Wardell and Betty Wardell, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank, N.A.-Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue, Big Piney, WY (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ----Two hundred thousand and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated 5/14/84 (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, 1984;

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

"See Attached schedule 'C'"

201667

RECORDED June 5 19 84 8:10 AM M
IN BOOK 42 Misc PAGE 45
FEES $13.50 Doris J. Yake 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.

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 specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Hugh Wardell — Borrower

Betty Wardell — Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 14, 1984 [date] by Hugh Wardell and Betty Wardell [person acknowledging]

My Commission expires: 9/1/85.

Betty J. Hodgson
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

14

Form No. 1056-4
All Policy Forms

[illegible]
[illegible]
[illegible] RECORDED

SCHEDULE C

The land referred to in this policy is situated in the State of Wyoming
County of Sublette and is described as follows:

PARCEL I:
TOWNSHIP 27 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 28 : SW¼NW¼, SW¼SE¼, SW¼;
Section 33 : NW¼NE¼, S½NE¼, N½NW¼, SE¼NW¼, W½SE¼, NE¼SW¼;
Section 34 : SW¼NW¼, W½SW¼, SE¼SW¼, S½SE¼;

TOWNSHIP 27 NORTH, RANGE 115 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 6 : SE¼, A TRACT OF LAND (including all of Lot 10, part of Lots 11 and 12, part of the SE¼NW¼, part of the E½SW¼ in said Section 6; AND part of Lot 5 and part of Tract 38 in Section 7, T.27N., R.115W.) DESCRIBED AS FOLLOWS: Beginning at the point of intersection of the centerline of the main road in the Valley of LaBarge Creek and the Northern boundary of said Section 6, from whence the Northwest corner of said Section 6 bears S.89°29'W., 1.19 chains(78.54 feet); thence, meandering Southerly along the centerline of said main road, S.43°36'E., 34.89 chains(2,302.74 feet); thence, S.01°00'W., 11.77 chains(776.82 feet); thence, S.17°58'E., 20.11 chains(1,327.26 feet); thence, S.04°20'E., 7.58 chains(500.28 feet); thence, S.08°29'E., 13.64 chains(900.24 feet); thence, S.00°54'W., 10.76 chains(710.16 feet); thence, S.21°21'E., 13.62 chains(898.92 feet); thence, S.29°34'E., 1.78 chains(117.48 feet) to the point on an eastern boundary of Tract 38 of said Township and Range, the intersection of said boundary and center line of said road; thence, N.00°31'W., 13.91 chains(918.06 feet); thence, East 2.63 chains(173.58 feet) to the Southeast corner of Lot 5 of Section 7; thence, N.00°03'W., 20.00 chains(1,320.00 feet) to the South Quarter corner of said Section 6; thence, N.00°07'W., along the midsection line of said Section 6, 68.65 chains(4,530.90 feet) to the North Quarter corner thereof; thence, S.89°29'W., 40.67(2,684.22 feet) to the point of beginning.

Section 7 : Lots 7 and 8 EXCEPTING THEREFROM that part of said Lots 7 and 8 conveyed to Joe W. Krall in Warranty Deed recorded July 18, 1969 in Book 14 of Warranty Deeds, page 348; Lot 12, NW¼NE¼, S½NE¼, THOSE PARTS OF LOT 5 AND TRACT 38 described above AND THAT PART OF SAID TRACT 38 described as follows: Beginning at Corner Number 7 of said Tract 38; thence, S.00°45'E., 36.23 chains(2,391.18 feet) along the eastern boundary of said Tract 38 to the point of intersection of the centerline of said main road and said eastern boundary; thence, northward, meandering along said centerline of said road, N.29°14'W., .02 chains(1.32 feet); thence, N.05°44'W., 11.55 chains(762.30 feet); thence, N.08°47'W., 6.90 chains(455.40 feet); thence, N.31°09'W., 9.72 chains(641.52 feet); thence, N.23°39'W., 10.46 chains (690.36 feet) to a north boundary line of said Tract 38; thence, East 10.96 chains(723.36 feet) along said north boundary line to the point of beginning

Section 17 : NW¼;
Section 18 : Lot 5, E½NE¼;

AND TRACTS 41 A, B, C AND D LOCATED IN SECTIONS 22, 23, 26 AND 27, T.27N., R.115W.
EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF LABARGE CREEK

50

MORTGAGE

THIS MORTGAGE, made this 29th day of May, 1984, between WILLIAM H. JACKSON and BARBARA J. JACKSON, husband and wife,

of Pinedale, Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and RICHARD L. JONES

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

The Mortgagor, for and in consideration of the sum of Sixty-Seven Hundred Twenty-Six and 00/100

($6,726.49) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

A tract of land situated in the S2SE4 of Section 23, and in the N2NE4 of Section 26, T33N, R109W of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point on the South Line of Section 23, said township and range, said point being S89°59'W, a distance of 660 feet from the Southeast Corner of said Section 23, said point also being a corner of the Paul C. Hagenstein tract;
thence S35°04'W, a distance of 110.5 feet, more or less, to a point on the northerly right-of-way of U.S. 191;
thence N55°16'W along the northerly right-of-way line for a distance of 600 feet;
thence N35°04E, a distance of 318.8 feet, more or less, to a point on the southwesterly boundary of the Hagenstein tract;
thence S36°07'E along the southwesterly boundary of the Hagenstein tract, a distance of 635.2 feet, more or less, to the point of beginning;
including all improvements thereon.

201693

RECORDED June 6 1984 1:00 P M
IN BOOK 42 Mtg PAGE 50
FEES $8.00 Lou G Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Wilson

[redacted] [redacted] [redacted]

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

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

Mortgagor convenants that at the signing and delivery of this mortgage, said Mortgagor is lawfully possessed of said personal property; is lawfully seized in fee simple of said real property, or has such other estate as is stated herein; has good and lawful right to mortgage, sell and convey all of said property; and warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances., except prior mortgage liens in favor of Lombard Mortgage Co., subsequently assigned to First Security Bank of Utah; Associates Financial Services; State Bank of Big Piney, subsequently assigned to First Wy. Bank N.S., Big Piney; all of record; and unrecorded lien of $35,000.00 in favor of James R. Jackson, et ux.

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 Sixty-Seven Hundred Twenty-Six and 00/100

(6,726.49) Dollars, together with interest thereon at the rate of 3 points over prime per cent (%) per annum from May 1, 1983 , 19 , until paid, according to the conditions of a promissory note , dated May 1, 1983 , 19 , the ultimate maturity date of which as specified in said note , 19 , which promissory note was executed and delivered by

William H. Jackson

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

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

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

($) 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 90 days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

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

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

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

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

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

William H. Jackson

Barbara J. Jackson

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this 30th day of May, 1984, before me personally appeared

William H. Jackson and Barbara J. Jackson
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, 1987

Term

Lora J. Yake
County Clerk

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

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

to me known to be the person____described in and who executed the foregoing instrument, and acknowledged that_____.

_____executed the same as_____free act and deed, including the release and waiver of homestead.

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

My commission expires: _____.

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this_____day of_____, 19____, before me personally appeared

_____to me personally known, who, being by me duly sworn, did say that he is the_____ of _____

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

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

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

My commission expires: _____.

[redacted] [redacted] [redacted]

MORTGAGE DEED

THIS INDENTURE, made this 6th day of June, 19 84, between Earl L. Preston and Donna J. Preston, Husband and Wife hereinafter referred to as mortgagors, and Rocky Mountain Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, hereinafter referred to as mortgagee,

WITNESSETH, that the said mortgagors, for and in consideration of the sum of One hundred thirty thousand and no/100- - - -

THE STATE OF WYOMING }
COUNTY OF Sublette } ss.

On this 6th day of June, 19 84, before me personally appeared Earl L. Preston and Donna J. Preston,

husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 6th day of JUNE, 19 84.

My commission expires 7/28/84 Edwin R. Adams
Notary Public

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

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.

Given under my hand and notarial seal this..... day of....., 19.....

.....
Notary Public

My commission expires on the.....day of....., 19.....

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

On this.....day of....., 19...., before me personally appeared .....,

to me personally known, who, having been by me first duly sworn, did say: That he is the ..... of .....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 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.

In witness whereof I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

.....
Notary Public

My commission expires on the.....day of....., 19.....

No.....

MORTGAGE DEED

.....

.....

.....

TO

Rocky Mountain Federal Savings and Loan Association

THE STATE OF WYOMING }
COUNTY OF } ss.

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

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

By.....
Deputy.

Fees.....

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION

[redacted] [redacted] WYOMING

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

MASTER FORM MORTGAGE

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

KNOW ALL MEN BY THESE PRESENTS, That on this 4th day of June, 19 84, Michael J. Valent and Barbara B. Valent, Husband and Wife who,

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

444 South Madison Avenue hereby MORTGAGES

to MORTGAGEE, namely: Wallick and Volk, Inc.
whose address is 222 East 18th Street
Cheyenne, WY 82001

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

Lot 12, Block 6, Redstone First Addition to the town of Pinedale, Sublette County, Wyoming

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

sum of Fifty Three Thousand and No/100---------- DOLLARS
($ 53,000.00) 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 MORTGAGEE, said principal sum and interest

being payable in monthly installments of Five Hundred Sixty Five and 65/100---------- DOLLARS
($ 565.65), commencing on the 1st day of July, 1984, 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 June, 2014. By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

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

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

RECORDED June 7 1984 11:00 A.M.
IN BOOK 42 Mtg PAGE 55
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

201707

Released Bk 15 Rel Pg 68

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) the day and year first above-written.

Michael J. Valent
Michael J. Valent Mortgagor

Barbara B. Valent
Barbara B. Valent Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 4th day of June , 1984 , before me personally appeared Michael J. Valent and Barbara B. Valent , 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 .

ASSIGNMEN[redacted]ORTGAGE (CORPORATION) FORM NO[redacted] THE MILLS COMPANY [redacted]

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC.
, a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE, in said State, in pursuance of a resolution of the directors of said company, passed on the 4th day of June, 1984, of the first part, in consideration of the sum of Fifty Three Thousand and No/100---------- Dollars to its in hand paid by Government National Mortgage Association whose address is of the second part, the receipt whereof is hereby acknowledged, ha sold, and by these presents do sell, assign, and transfer unto the said part Y of the second part a certain Indenture of Mortgage bearing date the 4th day of June, in the year One Thousand Nine Hundred and Eighty Four made by Michael J. Valent and Barbara B. Valent, Husband and Wife in favor of Wallick and Volk, Inc. and conveying the FOLLOWING LEGAL DESCRIPTION:

Lot 12, Block 6, Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming

201708

RECORDED June 7 1984 11:00 A.M.
IN BOOK 42 Misc PAGE 57
FEES $4.00 Laura York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Section No. , in Township No. , in Range No. , West of the 6th P. M., in Sublette County, in the State of Wyoming and which said Mortgage was recorded in the office of The County Clerk in the said County of Sublette on the day of , in the year 19 , in Book of Mortgages, at page 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 part Y 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 Secretary, this day of , 19 .

WALLICK AND VOLK, INC.

Attest: Karen L. Davidson
KAREN L. DAVIDSON Assistant Secretary.
Witness

By Linda Sue Fraley
LINDA SUE FRALEY Vice President.

THE STATE OF WYOMING, }ss.

State of WYOMING }
County of LARAMIE } ss.

The foregoing instrument was acknowledged before me by LINDA SUE FRALEY, VICE PRESIDENT, WALLICK AND VOLK, INC., this 4th day of June, 1984.

Witness my hand and official seal.

JOLINE A. HUBBELL - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Feb. 21, 1987

Joline A. Hubbell
Signature
NOTARY PUBLIC
Title of Officer

58

Released BK. 13 RLs. Pg. 746

MORTGAGE

THIS MORTGAGE is made this 29th day of May, 19 84, between the Mortgagor, John L.D. Tanner and Shirley A. Tanner, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A., Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue Big Piney, Wyoming (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ------Fifteen thousand six hundred eighty three and 85/100----- Dollars, which indebtedness is evidenced by Borrower's note dated May 29, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 29, 1989;

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

LOT 1, FRIENDLY CREEK SUBDIVISION, SUBLETTE COUNTY, WYOMING. JT ST

201729

RECORDED June 8 1984 8:00 AM
IN BOOK 42 Mtg PAGE 58
FEES $10.00 Lenaj Yak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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

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

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

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 specifing: (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

[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.

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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

John L.D. Tanner — Borrower

Shirley A. Tanner — Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 29, 1984 [date] by

John L.D. Tanner and Sirley A. Tanner [person acknowledging]

NOTARY PUBLIC — COUNTY, WYOMING

My commission expires: September 11, 1985

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

62- Released BK 10 RL pg 479

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 8 day of June ,

1984 , William H. Twichell and Lois C. Twichell, Husband and Wife who,

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

Post Office Box 125, Pinedale, Wyoming 82941
15 Orcutt Drive County Road No. 23-189, Pinedale, Wyoming 82941 hereby MORTGAGES

to MORTGAGEE, namely: Wallick and Volk, Inc.

whose address is 222 East 18th Street, Cheyenne, Wyoming

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

Lot 7, Unit 1, Orcutt Hill Subdivision, Sublette County, Wyoming

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

sum of Seventy-Five Thousand and No/100ths* * * * * * DOLLARS

($ 75,000.00) with interest at the rate of Twelve and one half per centum (12.5 %) 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 * Eight Hundred Fifty Two and 11/100ths * * DOLLARS

($ 852.11), commencing on the 1st day of July , 19 84 , 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 June ,

2004 . By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

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

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

201956

RECORDED June 8 1984 8:20 A M
IN BOOK 42 Mtg PAGE 62
FEES 6.00 Lora J. Volk COUNTY CLERK
By Dorothy McCall DEPUTY COUNTY CLERK

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) the day and year first above-written.

William H. Twichell — Mortgagor

Lois C. Twichell — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 8th day of June, 1984, before me personally appeared William H. Twichell and Lois C. Twichell, Husband and Wife, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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.

201768

RECORDED June 11 1984 11:30A M
IN BOOK 42 Misc PAGE 64
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

SUBORDINATE MORTGAGE

THIS MORTGAGE, made this 5th day of June, 1984, by and between William H. Twichell and Lois C. Twichell, husband and wife, of the County of Sublette, State of Wyoming, as mortgagor, and David Gallatin and Carol Gallatin, husband and wife, of the County of Sublette, State of Wyoming, as mortgagee:

WITNESSETH, that the mortgagor, to secure the payment of a promissory note in the sum of $28,000.00, with interest at 11% per annum, the first interest payment due and payable on December 8th, 1985, to pay the accrued interest due as of that date with subsequent interest payments to be paid annually thereafter until principal and interest have been paid in full; the first payment on a portion of the principal sum of $28,000.00 to be due and payable on the 8th day of December 1989, at which time the sum of $5,600.00 as and for principal to be due on said date with four (4) additional annual payments on principal of $5,600.00 each, one (1) each to be due and payable annually thereafter with accrued interest until the total principal amount of $28,000.00 is paid in full, all as clearly stated in the aforesaid promissory note, executed by the mortgagor and payable to the mortgagee, does hereby mortgage the following described real estate situated in Sublette County, State of Wyoming, to-wit:

Lot 7, Unit 1-Orcutt Hill Subdivision of record in the Office of the Clerk of Sublette County, Wyoming.

The mortgagor agrees to pay all taxes and assessments on said premises and to keep any buildings thereon insured in a sum which is equal to the replacement value thereof during the life of this mortgage; and in case mortgagor does not, the mortgagee may insure said building or buildings and pay said taxes and all amounts so paid shall be added to and considered as part of the above indebtedness hereby secured. Mortgagors failure to pay any payment within ten (10) days after the same is due shall cause the whole note, principal and interest to become due and collectible at once, at the option of the holder, and the same shall incur interest at the rate of 11% per annum, and the mortgagee may

Rlsd. BL 18 Pg 379 3/4/97 Cor

proceed, pursuant to law, to foreclose on said property and in case of foreclosure, the mortgagor hereby agrees to pay all costs of the same, including reasonable attorneys' fees.

This mortgage is subject and subordinate to a mortgage dated the 8th day of June, 1984, recorded against the hereinbefore described real estate on June 8, 1984, said mortgage reflecting the name of William H. Twichell and Lois C. Twichell, husband and wife, as mortgagor, and Wallick & Volk, Inc., as mortgagee, said mortgage being recorded to secure the payment of the principal sum of $75,000.00 with interest at the rate of 12.5% per annum as evidenced by a promissory note of even date to the order of the mortgagee, said principal sum and interest being payable in monthly installments of $852.11, commencing on the 1st day of July, 1984, and continuing on the 1st day of the month thereafter until said note is paid in full.

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

Dated this 8th day of June, 1984.

William H. Twichell

Lois C. Twichell

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by William H. Twichell and Lois C. Twichell this 8th day of June, 1984.

Witness my hand and official seal.

J. Elaine Hout
Notary Public

My Commission Expires:

My Commission expires January 5, 1988

MORTGAGE [redacted] FORM NO. 4½ [redacted] THE MILLS CO[redacted] 41302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

EARL C. WRIGHT and JOLEEN M. WRIGHT, husband and wife, and LEE J. WRIGHT, a single man, Box 344 mortgagor S, of Pinedale, Sublette County, State of Wyoming, to secure the payment of Sixty-Nine Thousand Twenty-Nine Dollars and 10/100 ($69,029.10) Dollars, due 11-15-84 with interest from 6-4-84 at the rate of sixteen(16%) per cent per annum, payable 11-15-84 ~~annually~~ evidenced by One (1) promissory note, of even date herewith, principal and interest payable in full on 11-15-84;

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:

"All lands described in Exhibit "A" attached hereto and incorporated herein as if set forth in full."

201774

RECORDED June 11th 19 84 2:30 P M
IN BOOK 42 Mtg PAGE 66
FEES $ 8.00 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

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

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

Dated this 4th day of June A. D. 1984.

In the presence of

Earl C Wright
EARL C. WRIGHT

Joleen Wright
JOLEEN M. WRIGHT

Lee J Wright
LEE J. WRIGHT

Released BK. 14 Rel. Pg. 239 66

607

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Earl C. Wright, Joleen M. Wright, and Lee J. Wright, , this 4 day of June, 1984.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/15/87

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, $

EXHIBIT "A"

TRACT A

A piece, parcel or tract of land lying in the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 23, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:
BEGINNING at a point on the North-South centerline of the Southeast Quarter of Section 23 which point is South 0°04' West at a distance of 50.0 feet from the northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 23, said point of beginning also lies on the South boundary of the South Bench County Road and the west line of the Paul C. Hagenstein Tract;
Thence from the point of beginning South 0°04' West along the west line of the Hagenstein Tract for a distance of 579.0 feet;
Thence North 89°59' West a distance of 1,503.35 feet to a point on the east line of the Sublette County Garage Tract;
Thence North 0°01' East for a distance of 579.0 feet to the northeast corner of the County Tract which is also a point on the south boundary of the South Bench County Road;
Thence South 89°59' East along the south boundary of the South Bench Road for a distance of 1,503.85 feet to the point of beginning, said Tract contains an area of 19.986 acres, more or less. However, the above described tract is subject to the following roadway easement:
BEGINNING at a point on the west line of the Paul C. Hagenstein Tract, said point also being on the south boundary of the South Bench Road which lies South 0°04'West a distance of 50.0 feet from the northeast corner of the northwest quarter of said Section 23; thence South 0°04' West along the west line of the Hagenstein Tract for a distance of 579.0 feet; thence North 89°59' West a distance of 60.00 feet; thence North 0°04'East for a distance of 579.0 feet to a point on the south boundary of the South Bench Road; thence South 89°59' East along the south boundary of the South Bench Road for a distance of 60.0 feet to the point of beginning; said roadway easement contains an area of 0.780 acres, more or less.

TRACT B

A piece, parcel or tract of land lying in the northwest quarter of the Southeast Quarter and the northeast quarter of the Southwest Quarter of Section 23, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:
BEGINNING at a point on the North-South center line of the Southeast Quarter of Section 23 which point is South 0°04' West at a distance of 629.0 feet from the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 23, said point of beginning also lies on the west boundary of the Paul C. Hagenstein Tract;
Thence from the point of beginning South 0°04' West along the west line of the Hagenstein Tract for a distance of 420.0 feet;
Thence North 84°07'05" West for a distance of 1,510.9 feet, more or less, to the southeast corner of the County Garage Tract;
Thence North 0°01' East along the east line of the County Garage Tract;
for a distance of 265.6 feet;
Thence South 89°59' East for a distance of 1,503.35 feet to the point of beginning;
said tract contains an area of 11.830 acres, more or less.

Both of said tracts being conveyed together with all improvements and appurtenances thereunto appertaining and together with all water, water rights, ditches, ditch rights, reservoir and reservoir rights;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use;
RESERVING HOWEVER, to the Grantors, an undivided one-half (1/2) interest in the oil, gas or all other minerals, together with the right of ingress and egress to prospect for, mine and remove same.

Lee J Wright
LEE J. WRIGHT

Earl C. Wright
EARL C. WRIGHT

Joleen Wright
JOLEEN M. WRIGHT

69 Released Bk. 14 Rel. Pg. 325

MORTGAGE DEED—FORM NO. 4—A

THE MILLS COMPANY, SHERIDAN 158955

MORTGAGE

THIS MORTGAGE, made this 1st day of June, 19 84, between Emil Joe Bertagnolli and Marilyn T. Bertagnolli (a/k/a Marilyn K. Bertagnolli), husband and wife of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and North Side State Bank of Rock Springs, Wyo., a Wyoming banking corporation, having its principal place of business at Rock Springs, in of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of Seventy-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 - - - - - - Seventy-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 day first above written:

Emil Joe Bertagnolli

Marilyn T. Bertagnolli

INDIVIDUAL ACKNOWLEDGMENT

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

On this 1st day of June, 1984, before me personally appeared

Emil Joe Bertagnolli and Marilyn T. Bertagnolli (a/k/a Marilyn K. Bertagnolli), husband and wife

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

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

My commission expires: November 17, 1985

Elizabeth Lantz

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of , 19, before me personally appeared

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

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

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of , 19, before me personally appeared

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

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

My commission expires:

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That STUART THOMPSON and MARY THOMPSON, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of SEVENTY THOUSAND DOLLARS ($70,000), with interest from June 15, 1984 at the rate of NINE PER CENT (9%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in SEVEN (7) annual installments beginning on the 15th day of June, 1985, and final payment due on the 15th day of June, 1991, DO HEREBY MORTGAGE to MELVIN L. McLOUGHLIN and BETTY LOU McLOUGHLIN, husband and wife, and to the survivor thereof, mortgagees, 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:

A tract of land located in the N/2 NE/4 of Section 35, Township 37 North, Range 110 West of the 6th Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

Beginning at the northeast corner of said Section 35; thence from said point of beginning S.00°27'03"E., along the east section line, a distance of 1329.74 feet;

thence S.89°40'52"W., a distance of 2101.94 feet to a point on the east right-of-way line of State High-way 352;

thence N.06°59'52"E. along said right-of-way line, a distance of 146.75 feet to a point of curve to the left, said curve having a central angle of 04°48'00", a radius of 2530.53 feet and a tangent of 106.06 feet;

thence along the arc and said right-of-way line, a distance of 212.00 feet;

thence N.89°40'52"E., a distance of 811.62 feet;

thence N.00°22'31"W., a distance of 972.77 feet;

201790

RECORDED June 12 1984 10:00 A.M.
IN BOOK 42 Mtg PAGE 72
FEES $8.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M Thurre

Released BK. 15 Rel. of Pg. 284

thence N.89°40'09"E. along the north section line, a distance of 1251.36 feet to the point of beginning;

said tract contains 45.0 acres, more or less;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

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

AND SUBJECT TO prior mineral reservations of record;

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN - NONE- DOLLARS ($ - 0 -) during the life of this mortgage, in favor of and payable to the 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 12 day of June, 1984.

Stuart Thompson
STUART THOMPSON

Mary Thompson
MARY THOMPSON

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by STUART THOMPSON and MARY THOMPSON, husband and wife, this 12th day of June, 1984.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission
expires:

FAYE HAMMONS-NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1987

75

Position 5

Released BK 14 Rel. Pg 164

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by CLIFTON GEORGE VAUGHN AND CHARETTA G. VAUGHN husband and wife residing in Pinedale, Wyoming County, Wyoming, whose post office address is P.O. Box 1162 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*
6/12/84	$50,000.00	11.875%	6/12/2017

201900

RECORDED June 12 1984 4:31 P.M.
IN BOOK 42 Mtg PAGE 75
FEES 10.00 Jean J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M. Devine

(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 1, Block 3, Cooley 7th Addition to the Town of Pinedale, 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 United States patents or of record and to easements and rights of way of record or in use; and, to prior mineral reservations of record.

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

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

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

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

[redacted]nstrument shall be subject to the presen[redacted]ons of the Farmers Home Administrati[redacted] its future regulatio[redacted] 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 June, 19 84.

Clifton George Vaughn

Clifton George Vaughn

Charetta G. Vaughn

Charetta G. Vaughn

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Clifton George Vaughn and Charetta G. Vaughn, , this 12th day of JUNE, 19 84.

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

GPO 836 - 892

79 rec'd. bk. 31 pg. 801
8/21/12

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Larry J. Ray and Mardale G. Ray, as tenants in common
Mortgagor(s)

505 Williams St. #13, Cheyenne, Wyoming 82001
Address

mortgagor(s), of Sublette County, State of Wyoming, to secure the payment of $14,926.86

Fourteen Thousand Nine Hundred Twenty-Six and 86/100********* Dollars, due 7-1-1994
Final Payment Due Date

with interest from 6-15-84 at the rate of 19.75 per cent per annum, payable monthly evidenced by a
Date Funds Disbursed

promissory note, do hereby mortgage to Transamerica Financial Services

mortgagee, whose address is

134 Cole Shopping Center, Cheyenne, Wyoming 82001 the following described real

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

TOWNSHIP 36 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 21 : Lot 5.

RECORDED June 14 , 19 84 at 2:40 P M
IN BOOK 43 Misc. PAGE 79
FEES 6.00 Laura York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lowe

201816

The mortgagor(s) agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Sixteen Thousand 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.

Should Mortgagor sell, convey, transfer or dispose of the subject property or any part thereof, or agree to do so, without the written consent of the Mortgagee being first obtained, the Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

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

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

Dated this 11th day of June A. D. 19 84.

In the presence of

Janet Dausman
Witness

Jane I. Dausman
Witness

Larry J. Ray
Mortgagor

Mardale G. Ray
Mortgagor

15-491 REV. 8-82

State of WYOMING

County of LARAMIE } ss.

The foregoing instrument was acknowledged before me by Mardale G. Ray, Jane I. Dausman, this 11th day of June, 19 84.

Witness my hand and official seal.

L.C. Vosler
Signature

L. C. VOSLER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Aug. 8, 1985

My Commission Expires:

Title of Officer

State of Wyoming

County of Natrona } SS

The foregoing instrument was acknowledged before me by Larry J. Ray, Mary Knoll, *********, this 18th day of May, 19 84.

Witness my hand and official seal.

Blake M Suzuki
Notary Public

My commission expires:

Blake M. Suzuki - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 28, 1986

MORTGAGE

JOHN B. ROGERS
Attorney at Law
P. O. Box 491, Majestic Bldg
Cheyenne, WY 82001

THIS MORTGAGE is made this 15th day of June, 19 84, between the Mortgagor, JAMES EVANGELISTA and JULI ANNE EVANGELISTA, Husband and Wife (herein "Borrower"), and the Mortgagee, WYOMING EMPLOYEES FEDERAL CREDIT UNION, a corporation organized and existing under the laws of WYOMING, whose address is 2223 Warren Avenue, Cheyenne, WY 82001 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY ONE THOUSAND SIX HUNDRED ($21,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 13, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on _____;

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

Tract 1, Daniel Meadows Unit C Subdivision,
Sublette County, Wyoming

201842

RECORDED June 15 1984 11:00 A.M.
IN BOOK 42 Mtg PAGE 81
FEES $12.00 Lavey Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Lewis

which has the address of n/a [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.

Released BK 17 Pg 138 21

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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause 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 specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

x Julianne Evangelista
—Borrower

xx James Evangelista
—Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this 14th day of June (date) by JULIANNE AND JAMES EVANGELISTA
[person acknowledging]

My Commission expires: 9-13-86

Lauren H. Ecks
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

ADDENDUM TO MORTGAGE

THIS ADDENDUM is made to a certain mortgage dated the _____ day of _____, 198___, between the mortgagors, JAMES EVANGELISTA and JULI ANNE EVANGELISTA; and the mortgagee, WYOMING EMPLOYEES FEDERAL CREDIT UNION, whose address is 2223 Warren Avenue, Cheyenne, Wyoming 82001.

Paragraph 2 entitled "Funds for Taxes and Insurance" having been stricken from said mortgage, Borrower and Lender hereby covenant and agree that Borrowers shall pay all installments for taxes, assessments, insurance premiums and ground rents directly as they become due and shall certify the same as being paid to Lender annually on or before the anniversary date of this mortgage. Property hazard insurance may be obtained by Borrowers from any party acceptable to Lender in amounts and coverages which shall also be subject to Lender's approval. Failure to make payments for taxes, assessments, insurance and ground rents as they become due; failure to maintain insurance in amounts and coverages acceptable to Lender with parties acceptable to Lender, subject to the provisions of Paragraph 5 of this Mortgage, shall be considered acts of default subject to the remedies provided in Paragraph 18 of this Mortgage.

IN WITNESS WHEREOF, Borrowers and Lender have executed this Addendum to the Mortgage dated this 14th day of June, 198 4, by and between the parties.

x Julianne Evangelista

xx James Evangelista

COUNTY OF Sublette)
) SS
STATE OF Wyoming)

The foregoing instrument was acknowledged before me this 14th day of June, 1984, by JAMES AND JULIANNE EVANGELISTA.

NOTARY PUBLIC

My Commission Expires:
7-13-88

WYOMING EMPLOYEES FEDERAL CREDIT UNION

By R. Joanne Turner

COUNTY OF LARAMIE)
) SS
STATE OF WYOMING)

The foregoing instrument was acknowledged before me this 13 day of June, 1984, by R. Joanne Turner.

YVONNE ROTHWELL - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Apr. 3, 1985

Yvonne Rothwell
NOTARY PUBLIC

My Commission Expires:
April 8/85

85

Released BK. 14 Rel @ Pg. 86
448

MORTGAGE

THIS MORTGAGE is made this ....nineth.....day of....June....., 19 84 ., between the Mortgagor, James. Peter .Frey. and .Kristine .Frey,. husband .and. wife..... .....(herein "Borrower"), and the Mortgagee, Rocky. Mountain.... Federal Savings and Loan Association ....., a corporation organized and existing under the laws of .the United States of America....., whose address is 2020 .Carey. Ave. ..... Cheyenne, Wyoming 82003 .....(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of . four .thousand .ninety-one .dollars. . and .60/100s.********.($4,.091.60).**********Dollars, which indebtedness is evidenced by Borrower's note dated. . June 9, 1984 .....(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. 25.,. .1987..... .....;

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 ten (10),block two (2), Redstone First Addition to the Town of Pinedale,

Sublette County, Wyoming.

201855

RECORDED June 18th 1984 9:45 AM
IN BOOK 42 Mortgages PAGE 86
FEES $ 10.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

which has the address of ..318. South .Lincoln....., .Pinedale....., [Street] [City]
..Wyoming...82941 .....(herein "Property Address");
[State and Zip Code]

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

James Peter Frey —Borrower

Kristine Frey —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this June 9, 1984 (date) by

James Peter Frey and Kristine Frey, husband and wife (person acknowledging)

My Commission expires: Oct. 14,1987

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

RISE Book 13, P. 242
5-20-84

90

MORTGAGE

THIS MORTGAGE is made this 15th day of June 19 84, between the Mortgagor, Patricia Chapel, a single woman (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A., Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue Big Piney, Wyoming (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ----Seventeen thousand dollars 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 Seven Years _____;

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

Lot 2, Sage Ranch No. 1 Addition to the Town of Marbleton, Sublette County, Wyoming.

201873

RECORDED June 19th 1984 11:30 A.M.
IN BOOK 42 Mtg PAGE 90
FEES $ 10.00 Lois J. Oake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

which has the address of 431 E. 5th St. [Street], Marbleton [City],
Wyoming 83113 [State and Zip Code] (herein "Property Address");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable 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 specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Patricia Chapel
Patricia Chapel — Borrower

— Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this June 15, 1984 [date] by

Patricia Chapel
[person acknowledging]

My Commission expires: March 17, 1986

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

94 Rlsd 1:52 / 3 Mtg 227.

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DONALD L. GREINER and THELMA J. GREINER, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common,

mortgagor S, of Box 202, Boulder, Sublette County, State of Wyoming, to secure the payment of Twenty-Two Thousand Five Hundred and N0/100 ($22,500.00) ---------- Dollars, due 6/5/94 with interest from 5/21/84 at the rate of sixteen (16%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of $376.91 each which include interest at the rate of 16% per annum; first said payment due 7/5/84 and on the 5th day of each month thereafter until paid in full, do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A PORTION OF LOT Two (2), SECTION 32, TOWNSHIP 32 NORTH, RANGE 106 WEST, 6th P,M., SUBLETTE COUNTY, WYOMING described as follows:

BEGINNING at a point which is 2,640 feet West of the Northeast Corner of said Section 32; thence, South a distance of 660.00 feet; thence, East a distance of 660.00 feet; thence, North a distance of 660.00 feet; thence, West a distance of 660.00 feet to the point of beginning.

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and to prior mineral reservations of record.

RECORDED June 21 1984 11:09 AM
IN BOOK 42 Mtg PAGE 94
FEES 6.00 Lois J. Lyke COUNTY CLERK
SUBLETTE COUNTY CLERK

201891

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 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 reaosnable Dollars, as attorney's fees.

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

Dated this 21st day of May A. D. 19 84.

In the presence of

Donald L. Greiner
DONALD L. GREINER

Thelma J. Greiner
THELMA J. GREINER

[redacted] [redacted] [redacted]

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Donald L. Greiner and Thelma J. Greiner,

this 21st day of May, 19 84.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: January 5, 1987

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, $

2-1285 Rlse Book 12, Page 588

96

MORTGAGE

THIS MORTGAGE is made this 3rd day of June, 19 84, between the Mortgagor, William Robert Tanner and Helen Tanner, husband and wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A., Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue Big Piney, Wyoming (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ----Fourteen thousand dollars and no/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated June 3, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 3, 1989;

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

Lots 1, 2, 3, 4, 5, and 6, Block 23, Marbleton Townsite, Sublette County, Wyoming

201348

RECORDED June 26th 19 84 8:00 A M
IN BOOK 42 Misc PAGE 96
FEES $ 10.00 Lael D. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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

[redacted] [redacted] [redacted]

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause 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 specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

William Robert Tanner —Borrower

Helen Tanner —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this June 3, 1984 [date] by

William Robert Tanner and Helen Tanner [person acknowledging]

My Commission expires:

September 1, 1985

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE DEED LN040

THIS INDENTURE, made this 26th day of June, 19 84, between Richard D. Key, a single man

hereinafter referred to as mortgagors, and Rocky Mountain Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, hereinafter referred to as mortgagee,

WITNESSETH, that the said mortgagors, for and in consideration of the sum of Fifty-Three Thousand Two-Hundred and no/100 ----------($53,200.00) ---------- DOLLARS, to them in hand paid by the mortagee, receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, convey and confirm unto said mortgagee, its successors or assigns, all the following described real estate situate in the County of Sublette, State of Wyoming, described as follows, to-wit:

Lots 1 and 2 and the West 5 feet of Lot 3, Block 7, Patterson's First Addition

to the Town of Pinedale, Sublette County, Wyoming.

201962

RECORDED June 26 1984 3:30 P M
IN BOOK 42 Mtg PAGE 100
FEES 6.00 Jane J. Yates COUNTY CLERK
SUBLETTE By Nancy Cadney

PROPERTY AND FIXTURES MORTGAGED: Including all buildings and improvements thereon or that may hereafter be erected thereon; together with all heredíments and appurtenances and all other rights thereunto belonging or in any wise now or hereafter appertaining and the reversion and revisions, remainder and remainders, rents, issues and profits thereof. Mortgagor expressly agrees that there shall be included within this mortgage all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use and occupation of the premises, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns. The mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD said premises unto said mortgagee, its successors or assigns, forever, together with the tenements, hereditaments and appurtenances, all and singular, thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws.

This grant is intended as a mortgage to secure the payment of a promissory note payable to the order of the mortgagee for the principal sum above mentioned, and interest, said principal and interest being payable in monthly installments of $..variable..... each, the first such installment being due on the .....first.....day of.....August....., 19..84..., and a like sum due upon said day of each month thereafter until principal and interest are fully paid.

The mortgagors hereby covenant and agree with said mortgagee, its successors or assigns, as follows:

To pay promptly all and singular the principal and interest of said note in accordance with its terms and provisions.

To pay when due all taxes, assessments and other levies upon said premises, and to execute, if demanded by the mortgagee, a supplemental agreement providing for the accumulation in advance of funds sufficient to pay said taxes, assessments, and other levies, and insure their payment when due.

INSURANCE CLAUSE: To keep the buildings now existing or hereafter erected on the premises insured at mortgagor's expense against loss by fire, tornado, hail and other hazards, casualties and contingencies in an amount not less than the principal sum of the mortgage with insurance companies approved by mortgagee. The policies and renewals thereof shall be held by mortgagee and have a loss payable clause in favor and in form acceptable to the mortgagee. In the event of loss, mortgagor will immediately give notice to mortgagee who may make proof of loss and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the mortgagee or jointly to mortgagor and mortgagee as the mortgagee may direct. The proceeds of such insurance may be applied by mortgagee at its option either to reduction of the indebtedness hereby secured or to restoration and repair of the premises. In event of foreclosure or transfer of title in extinguishment of the indebtedness secured hereby all rights, title and interest of mortgagor in and to any insurance policies then in force shall pass to purchaser or grantee.

Not to permit, commit, or suffer any waste, impairment or deterioration of said property, and notwithstanding natural depreciation, to keep said property and improvements at all times in good condition and repair.

That they are lawfully seized of said premises in a good and indefeasible estate in fee simple; that they are free from incumbrances; and that they will warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

That if they shall fail to pay all taxes, assessments and other levies when due or shall fail to keep said buildings insured, as above covenanted, then the mortgagee, its successors or assigns, may pay said taxes, assessments, and other levies, or for said insurance, and the sum or sums so expended shall be added to the debt hereby secured and shall draw interest at the rate of seven per centum per annum until paid.

These presents shall be void if said note be paid in accordance with the terms and provisions thereof and if any indebtedness by reason of payment of taxes, assessments, insurance, and other levies, with interest as above provided, shall have been fully paid and discharged, otherwise to be and remain in full force and effect.

In case the mortgagors fail to pay any installment payment provided for in said note when due or fail to pay taxes, assessments and other levies when due, or fail to keep said buildings insured, or in good condition and repair, or breach any covenant herein contained, the entire sum hereby secured, at the option of the mortgagee, its successors or assigns, shall become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and the mortgagee, its successors or assigns, may immediately foreclose this mortgage by advertisement and sale of said premises under and by virtue of the statutes of the State of Wyoming applicable to the foreclosure of real estate mortgages by advertisement and sale and the power of sale contained herein, and out of the moneys arising from such sale, retain the principal and interest which shall then be due on said promissory note, together with the costs and expenses of said foreclosure sale, including reasonable attorney fees, and also the amounts of any payment of taxes, assessments, insurance, abstracts, and other levies, with interest, that may have been made by reason of the permission above given, rendering the overplus (if any there shall be) unto said mortgagors, their heirs, executors, administrators or assigns; provided said mortgagee, its successors or assigns, may, instead of foreclosing said mortgage by advertisement and sale, as hereinbefore set forth, foreclose the same by court action, in which event reasonable attorney fees to be fixed and determined by the Court shall be allowed said mortgagee.

It is expressly agreed that if proceedings be commenced for the foreclosure of this mortgage, either by the statutory method of advertisement and sale, or by action in Court, then and in either case, the rents, issues and profits of said premises and appurtenances from the time of default and during the period of redemption shall be held and chargeable for, to and with the payment of the indebtedness hereby secured, costs, attorney fees, and other disbursements made under the terms hereof, and any court of competent jurisdiction, upon application made by said mortgagee, its successors or assigns, shall appoint said mortgagee, its successors or assigns, or any other suitable person, as receiver of said premises and of the rents, profits and issues thereof, which said receiver shall have the right and authority to enter into immediate possession of said premises and all improvements thereon, and to care for and manage the same, and to collect all rents, issues and profits therefrom from the time of said default and during the pendency of such foreclosure proceeding or suit, and during the period of redemption from sale of said premises under foreclosure, and such rents, issues and profits, if any, shall be first applied to the costs and expenses of said receivership and then toward the satisfaction of the indebtedness hereby secured and the costs of such foreclosure.

It is further agreed that the terms, conditions, covenants and provisions hereof shall apply to and bind the respective parties, their heirs, executors, administrators, successors and assigns.

It is further agreed that the taking of additional security of any nature shall not impair or release this mortgage; and as further security this mortgage shall become due and payable in full forthwith at the option of the mortgagee if the mortgagor, his executors, administrators or assigns convey away said premises or if title thereto shall become vested in any other person or persons in any manner whatsoever, and the acceptance of any monthly payment by the mortgagee shall not constitute a waiver of the option herein contained.

PERSONAL LIABILITY: 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.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands the day and year first above written.

Richard D. Key

Richard D. Key

In the presence of

.....

.....

.....

.....

Released BK. 15 Feb. 2 Pg 29

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

On this.....day of....., 19....., before me personally appeared.....

.....,

husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this.....day of....., 19.....

My commission expires..... .....
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF Teton } ss.

On this 26th day of June, 1984., before me personally appeared Richard D. Key

,

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.

Given under my hand and notarial seal this 26th day of June 19 84

.....
Notary Public

My commission expires on the 2nd day of June, 19 84

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

On this.....day of....., 19...., before me personally appeared .....

.....,

.....,

to me personally known, who, having been by me first duly sworn, did say: That he is the ..... of

....., 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 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.

In witness whereof I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

.....
Notary Public

My commission expires on the.....day of....., 19.....

No.....

MORTGAGE DEED

.....

.....

.....

TO

Rocky Mountain Federal Savings and Loan Association

THE STATE OF WYOMING }
COUNTY OF } ss.

This Deed was filed for record at.....o'clock

.....M., on the.....day of.....,

A. D. 19...., and duly recorded in Book.....

on Page.....

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

By.....
Deputy.

Fees.....

ROCKY MOUNTAIN FEDERAL
SAVINGS AND LOAN ASSOCIATION

MORTGAGE [redacted] FORM NO. 4½ [redacted] THE MILLS CO. [redacted] 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD D. KEY, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Thirteen Thousand and N0/100 ($13,000.00) Dollars, due 10/20/84 with interest from 6/20/84 at the rate of twelve (12%) per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, payable in two payments of $6,500.00 principal together with all accrued interest on the unpaid principal, first said payment due 8/20/84 and the second payment due 10/2084. do es hereby mortgage to PAUL WATAHA, DOROTHY WATAHA, JAY WATAHA, JOE WATAHA and JOHN WATAHA mortgagee, whose address is C/O Paul Wataha, 725 North Front Street Rock Springs, Wyoming 82901 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot One (1), Lot Two (2), and the Westerly Five (5) feet of Lot Three (3) of Block Seven (7), Patterson's 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 or of record and to easements and rights of way of record or in use; and
SUBJECT TO: prior mineral reservations of record.

201982

RECORDED June 26 1984 3:30 PM
IN BOOK 42 Mtg PAGE 102
FEES 6.00 Jane D. Gale COUNTY CLERK
SUBLETTE COUNTY CLERK

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

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

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

Dated this 26th day of June A. D. 1984.

In the presence of

RICHARD D. KEY

102

Released 6/4, 15 Rec'd pg 257

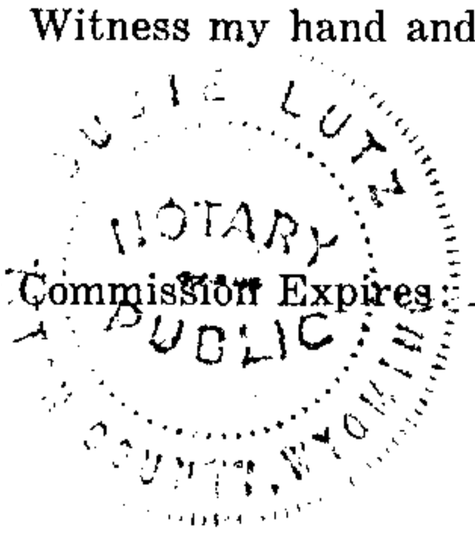
State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Richard D. Key,

, ,

this 26 day of June, 1984.

Witness my hand and official seal.



My Commission Expires: 6-2-87

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, $

ASSIGNMENT OF MORTGAGE (CORPORATION) FORM NO. 12½ THE MILLS COMPANY, SHERIDAN

KNOW ALL MEN BY THESE PRESENTS: That the GOVERNMENT NATIONAL MORTGAGE ASSOCIATION a corporation organized and doing business under an Act of Congress and existing pursuant to Title III of National Housing Act and doing business under the laws of the State of ~~xxxxxxxxxxxxxxxxxxxxxx~~ and having its principal office at in the City of Washington, D.C. in said State, in pursuance of a resolution of the directors of said company passed on the fourth day of June, 1984, of the first part, in consideration of the sum of FIFTY THREE THOUSAND AND NO/100---------- Dollars to its in hand paid by WALLICK AND VOLK, INC.

whose address is 222 East 18th Street, Cheyenne, WY 82001

of the second part, the receipt whereof is hereby acknowledged, ha sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the fourth day of June, in the year One Thousand Nine Hundred and Eighty Four made by MICHAEL J. VALENT and BARBARA B. VALENT, Husband and Wife

in favor of GOVERNMENT NATIONAL MORTGAGE ASSOCIATION and conveying the FOLLOWING LEGAL DESCRIPTION:

Lot 12, Block 6, Redstone First Addition to the town of Pinedale,

Sublette County, Wyoming

~~Section No.~~ , ~~Township No.~~ , ~~Range No.~~ , West of the 6th P. M.,

in ~~County, in the State of~~

and which said Mortgage was recorded in the office of the County Clerk

in the said County of Sublette on the seventh

day of June, in the year 1984, in Book 42 of Mortgages, at page 43 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 Secretary, this 18th day of , 19 .

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

Attest: Elton Peller Secretary.

By Joseph G. Wagner
Joseph G. Wagner, Assistant Vice President.

Witness Erma V. Cunningham

WASHINGTON, District of Columbia } ss.

201976

RECORDED June 27 1984 10:00 AM
IN BOOK 42 Mtg PAGE 104
FEES 4.00 Lana J. Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

WASHINGTON
District of Columbia } ss.

The foregoing instrument was acknowledged before me by Joseph G. Wagner,
Assistant Vice President, Government National Mortgage Association,
this 18th day of June, 1984.

Witness my hand and official seal.

Margaret F. Mercer
Signature
Notary Public

Title of Officer

My commission expires February 14, 1989

105
Position 5

Released BK. 14 Rel. Pg. 254

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by THOMAS H. HEGARDT, a single man,

residing in SUBLETTE County, Wyoming, whose post office address is P.O. BOX 159 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*
6/27/84	$50,000.00	11.875%	6/27/2017

201997

RECORDED June 27 1984 4P M
IN BOOK 42 Mtg PAGE 25
FEES 10.00 Jane Mahoney 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 7, Block 2, Redstone Fourth 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 of Deeds, Sublette County, Wyoming; together with all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents or of record and to easements and rights-of-way of record or in use; SUBJECT TO prior mineral reservations of record; and SUBJECT TO Redstone Fourth Addition to the Town of Pinedale Protective Covenants recorded in the office of the County Clerk on 12/14/82, in Book 41 of Miscellaneous, page 279.

[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 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[redacted]strument shall be subject to the present [redacted]ns of the Farmers Home Administration,[redacted]s future regulations not inconsistent with the express provisions hereof.

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

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

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

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

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 27th day of JUNE, 19 84.

Thomas H. Hegardt

Thomas H. Hegardt

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by Thomas H. Hegardt

, , this 27th day of June, 19 84.

Witness my hand and official seal.

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

(SEAL)

My commission expires: 28 JULY, 1984

Edwin R. Adams
Notary Public

GPO 836 - 892

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ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That First Wyoming Bank, N.A.Rock Springs, an association organized and doing business under the laws of the United States of America, and having its principal office at 200 North Center, Rock Springs, 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 One hundred forty three thousand and no/100---------- Dollars to it in hand paid by First Wyoming Bank, N.A.-Big Piney, 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 15th day of March, in the year One Thousand Nine Hundred and Eighty Four made by Boyce Distributing Company, Inc., in favor of First Wyoming Bank, N.A. Rock Springs and conveying the following described property:

Refer to Exhibit one (1)and Schedule A attached hereto and incorporated herein by this reference.

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 21 day of March, in the year 19 84, in Book 41 of Mortgages, at Page 392, 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 Secretary, this 25 day of June, 1984.

First Wyoming Bank, N.A.-Rock Springs

By _____

ATTEST:

_____

THE STATE OF WYOMING)
) ss
COUNTY OF _____)

On this 26th day of June, 1984, before me appeared John Martin, to me personally known, who, being by me duly sworn, did say that he is the _____ President of First Wyoming Bank NA Rock Springs and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 26th day of June, 1984

_____
Notary Public

My Commission Expires: April 12, 1988

CHARLOTTE A. LEGROS
NOTARY PUBLIC
GENERAL
COMMISSION
EXPIRES
APRIL 12, 1988
STATE OF WYOMING

REL-101 (2-78)

202008

RECORDED June 29, 1984 8:00 A.M
IN BOOK 42 Mtg PAGE 109
FEES 5.00 Lou Ann Clyde COUNTY CLERK
SUBLETTE COUNTY CLERK [redacted] Deputy

Exhibit One (1)

A TRACT OF LAND SITUATED IN THE S½NW¼NW¼ OF SECTION 29, T. 38 N., R. 113 W., 6TH P.M., SUBLETTE COUNTY, WYOMING, described as follows:

Beginning at a point where the Westerly line of the right of way of U.S. Highway No. 187 intersects the North line of the S½NW¼NW¼ of Section 29, T. 38 N., R. 113 W., 6th P.M.; thence, S.43°02'E., 219.40 feet to Station No. 2; thence, S. 89°52'W., 100.00 feet to Station No. 3; thence, S. 75°36'W., 600.00 feet to Station No. 4; thence, N.43°28'W., 421.00 feet to Station No. 5; thence, N.89°52'E., approximately 821.00 feet to the point of beginning.

Together with all other rights thereunto belonging or in any ways now or hereafter appertaining.

It is expressly understood and agreed by and between the parties hereto that this instrument is intended as security for the payment of money in the sum of $143,000.00, and interest as aforsaid, which sum and interest is also secured by a Security Agreement of even date herewith, executed and delivered by Boyce Distributing Company, Inc. to the Mortgagee herein, which Security Agreement covers the following described personal property:

All of the equipment, furnishings, fixtures, inventory and other property listed on Schedule A attached hereto, and by this reference made a part hereof, entitled "List of Equipment, Furnishings and Fixtures, Elkhorn Bar and Grocery, Sublette County, Wyoming, March, 1984", together with any and all renewals or replacements of, or additions to, any such equipment, furnishings, fixtures, inventory and other property at any time hereafter made, and together with Retail Liquor License No. 1983-03, issued by the County of Sublette Wyoming, for the period of July 1, 1983, to June 30, 1984, and all renewals and extensions of said Retail Liquor License, and together with all other items necessary or useful to the practical and successful operation of a bar, package liquor outlet and retail grocery business now owned or hereafter acquired by Boyce Distributing Company, Inc.

In the event of any breach or default whatsoever in the terms and provisions of said Security Agreement or this Mortgage, both the Security Agreement and this Mortgage may be foreclosed in the same sale and the equipment, furnishings, fixtures and other personal property hereinbefore described may be sold in bulk as one lot, together with the real property herein mortgaged, for a lump sum bid covering both said real propertyand said personal property.

SCHEDULE A

"list of Equipment, Furnishings and Fixtures,
Elkhorn Bar and Grocery, Sublette County, Wyoming, March, 1984"

Bar:

1 eight foot beer cooler
3 booths (seat 4 each)
4 round tables
1 liquor cabinet - 1 x 4 x 6
1 four drawer cabinet - 28" x 22" x 44"
1 back bar and liquor display - 18'
1 bar - 20'
10 bar stools
1 Blaze King wood stove
1 walkin cooler 5' x 7'
1 ice maker - 100# storage
1 three tub sink and counter - 7'
1 Mr. Coffee - 9 cup
1 Westbend Coffee Pot - 36 cup
1 Hamilton Beach blender
1 NCR cash register

Grocery:

1 Ice Cream Maker 2½' x 3½'
1 Display Freezer 3' x 16½'
1 Produce Display Cooler 2½' x 9'
1 Dairy Cooler 3' x 5'
1 NCR Cash Register
Center Shelving, two sided, 20'
Shelving on West wall 20'
Shelving at stairway 6½'
Propane heater
Cash register counter 10' arc, 20" wide
Candy Display 2' x 5'
Dayton Scale
3 Grocery Carts
Miscellaneous counters and shelving (upstairs)

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by LEROY SANDERS AND LINDA S. SANDERS, husband and wife,

residing in SUBLETTE County, Wyoming, whose post office address is P.O. BOX 426 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*
6/29/84	$50,000.00	11.875%	6/29/2017

2020225

RECORDED June 29 19 84 4:30 PM
IN BOOK 47 Misc PAGE 112
FEES 10.00 Doris J. Clyde 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 5, Block 1, Redstone Fourth 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 or of record 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 Fourth Addition to the Town of Pinedale recorded in the Office of the County Clerk on 12/4/82, in Book 41 of Miscellaneous, page 279.

Rlsd. Bk 20 Rel. Pg. 460 8/3/00

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(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

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.

(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 29th day of JUNE, 19 84.

Leroy Sanders
Leroy Sanders

Linda S. Sanders
Linda S. Sanders

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by Leroy Sanders and Linda S. Sanders, , , this 29th day of JUNE, 19 84.

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

GPO 836-892

[redacted] [redacted] [redacted]

NON-PRODUCING

MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

BERCO RESOURCES, INC.

TO

THE WYOMING NATIONAL BANK OF CASPER,
a national banking association

Dated as of June 14, 1984

U19927

202633

State of Wyoming)
) ss
County of Sublette)

FILED IN MY OFFICE
July 2, 1984
8:00 A M

D. McKinnon

RECORDED July 2 1984 8:00 A M
IN BOOK 42 Mtg PAGE 116
FEES $22.00 Doris Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKinnon

WHEN RECORDED AND FILED, RETURN TO:

The Wyoming National Bank of Casper
P. O. Box 2799
Casper, Wyoming 82602

Attention: M.E. McMillan

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**MORTGAGE, ASSIGNMENT OF PRODUCTION,
SECURITY AGREEMENT AND FINANCING STATEMENT**

THIS MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of June _____, 1984, is from BERCO RESOURCES, INC., a Wyoming corporation (herein called "Mortgagor") to, THE WYOMING NATIONAL BANK OF CASPER, a national banking association, the Mortgagee and Secured Party hereunder (herein called "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee have entered into an agreement ("the Loan Agreement") pursuant to the terms of which Mortgagee has agreed to made loans to Mortgagor in the aggregate principal amount of $2,000,000.00, which indebtedness is evidenced by promissory notes (the "Note" or "Notes"), and

WHEREAS, subject to the terms and conditions of the Loan Agreement, all conditions necessary to authorized the borrowing of $2,000,000.00 with interest as provided in the Notes and to authorize the execution and delivery of said Notes and this mortgage have been complied with by Mortgagor;

NOW THEREFORE, in consideration of the premises and of the debts and agreements mentioned hereinabove and other good and valuable consideration, the parties hereby agree as follows:

1. For purposes of this mortgage, unless the context requires otherwise:

A. "oil and gas leases" shall include oil, gas and mineral leases and shall also include subleases and assignments of operating rights.

B. "land described in Exhibit A" shall include any lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference to another instrument or document, and shall also include any and all land now or hereafter unitized or pooled with lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference.

C. "Mortgaged Property" shall mean the properties, rights and interests hereinafter described and defined as the "Mortgaged Property".

D. "Indebtedness", "Note" and "Notes" shall have the respective meanings set forth in Section 1.2 of Article I hereof.

2. The Mortgagor, for and in consideration of the premises and the debts hereinafter and hereinabove mentioned, has granted, and does by these presents MORTGAGE, WARRANT, GRANT, BARGAIN, SELL, TRANSFER, CONVEY AND GRANT a security interest to Mortgagee, its successor and assigns, in and to all of the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in all of the hereinafter described properties, rights and interests; namely:

(a) the lands described in Exhibit A, and the oil and gas leases, fee, mineral, overriding royalty and other interests which are specifically described or capable of derivation from the description in Exhibit A;

(b) the presently existing unitization, communitization and pooling agreements and the properties covered and units created thereby (including all unites formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit A or, though not described, which relate to any of the properties and interests specifically described in Exhibit A;

(c) all easements, permits, licenses, servitudes and rights of way situated upon, used or useful or held for use in connection with the lands described in Exhibit A;

(d) without limiting the foregoing, all of the Mortgagor's right, title and interest, whether now owned or hereafter acquired by operation of law or otherwise in and to the oil and gas leases, land described in Exhibit A, and all other interests in property of every kind or character, insofar as they relate to or cover the lands described or referred to in Exhibit A, even though such rights, title and interests be incorrectly or insufficiently described or referred to therein, or a description thereof be omitted from Exhibit A;

together with any and all corrections or amendments to, or renewals or extensions or ratifications of, any of the same or of any instrument relating thereto and all contracts, operating agreements, records, logs, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which Mortgagor might at any time have or be entitled to;

all of the aforesaid properties, rights and interests, together with any additions thereto which may be subjected to the lien of this mortgage by means of supplements hereto, being hereinafter called the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee forever to secure the payment of the Indebtedness and to secure the performance of the obligations of the Mortgagor herein contained subject to the Loan Agreement.

ARTICLE I

INDEBTEDNESS SECURED

The Mortgagor in consideratin of the premises and to induce the Mortgagee to make the loans above described, hereby covenants and agrees with the Mortgagee as follows:

1.1 Item of Indebtedness Secured. The following items of indebtedness are secured hereby:

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(a) The Notes and all other obligations and liabilities of Mortgagor under the Loan Agreement;

(b) Any extensions or renewals of all such indebtedness described in (a), above, whether or not Mortgagor executes any extension agreement or renewal instrument.

1.2 Indebtedness and Notes Defined. All of the above items of indebtedness are hereinafter and hereinbefore collectively referred to as "the Indebtedness". Any promissory note evidencing any part of the Indebtedness, including, without limitation, the Notes, is hereinafter referred to as a "Note" and all such promissory notes are hereinafter referred to collectively as the "Notes".

ARTICLE II

PARTICULAR COVENANTS AND WARRANTIES OF MORTGAGOR

2.1 Payment of the Indebtedness. The Mortgagor will duly and punctually pay the Indebtedness, including each and every obligation owing on account of the Notes.

2.2 Warranties. The Mortgagor warrants that:

(a) the oil and gas leases described in Exhibit A hereto are valid, subsisting leases, superior and paramount to all other oil and gas leases respecting the properties to which they pertain.

(b) the Mortgagor, to the extent of the interests specified in Exhibit A, has valid and indefeasible title to each property right or interest constituting the Mortgaged Property and has a good and legal right to grant and convey the same to the Mortgagee, it being understood that the Mortgagor's interest in each oil and gas lease shall exceed the Mortgagor's net interest in production from such lease to the extent of the Mortgagor's proportionate share of the burden of all royalties, overriding royalties and other such payments out of production;

(c) the Mortgaged Property is free from all encumbrances or liens whatsoever, except as may be specifically set forth in Exhibit A or as permitted by the provisions of Section 2.5(e) hereof;

(d) all due, lawful and requisite authority, corporate or otherwise (including shareholder approval if necessary), has been duly requested and received to enable Mortgagor to enter into and execute this mortgage and the Loan Agreement and to perform Mortgagor's obligations under the Notes, the Indebtedness and this Mortgage.

2.3 Further Assurances. The Mortgagor will execute and deliver such other and further instruments and will do such other and further acts as in the opinion of the Mortgagee may be necessary or desirable to carry out more effectually the purposes of this mortgage, including, without limitatin the generality of the foregoing,

(a) prompt correction of any defect which may be hereafter discovered in the title to the Mortgaged Property or in the execution and acknowledgement of this mortgage, any Note, or any other document executed in connection herewith.

2.4 Recording and Filing. The Mortgagee will promptly record, register, deposit and file this and every other instrument in addition or supplemental hereto in such offices and places and at such times and as often as may be necessary to create, preserve, protect and renew the lien hereof as a first lien on real or personal property, as the case may be, and the rights and remedies of the Mortgagee and otherwise will do and observe all things or matters necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States of America or of any other competent authority, for the purpose of effectively creating, maintaining and preserving the lien hereof on the Mortgaged Property.

2.5 No Governmental Approvals. The Mortgagor warrants that no approval or consent of any regulatory or administrative commission or authority, or of any other governmental body, is necessary to authorize the execution and delivery of this instrument or of the Notes, or to authorize the observance or performance by the Mortgagor of the covenants herein or contained in the Notes, or that such approvals as are required have been obtained or will be obtained promptly.

2.6 Right of Entry. The Mortgagor will permit the Mortgagee, employees of the Mortgagee and such other persons or entities as the Mortgagee may in its discretion designate, reasonable access to the Mortgaged Property and to the field offices and other offices, including the principal place of business, of the Mortgagor to inspect and examine the Mortgaged Property and to inspect, review and reproduce, as necessary, any books, records, accounts, contracts or other documents or the Mortgagor.

2.7 Corporate Mortgagor. The Mortgagor will continue to be duly qualified to transact business in each state where the conduct of its business requires it to be qualified, and will not, without the prior written consent of the Mortgagee, consolidate or merge with any other corporation.

ARTICLE III

Release and Substitution

3.1 To faciliate Mortgagor in the ordinary course of its business of buying, selling, syndicating, farming out and otherwise dealing with the Mortgaged Property, Mortgagee agrees to promptly release its security interest in such part of the Mortgaged Property as is disposed of by Mortgagor in the ordinary course of Mortgagor's business, provided, however, that Mortgagor's interest in any of the resulting acquired acreage, leases, partnerships or the like shall be substituted as collateral for the Mortgaged Property so released.

3.2 Mortgagor shall execute or cause to be executed such security documents as may be necessary or convenient in order to perfect Mortgagee's security interest in the substituted collateral.

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3.3 This provision shall be subject to the Loan Agreement above referred to and in the event of any conflict therewith the provisions of said Loan Agreement shall control.

ARTICLE IV

Event of Default

4.1 Event of Default Hereunder. In case any one or more of the following "events of default" shall occur and shall not have been remedied:

(a) default in the payment of principal or of interest on any Note, or in the payment of any other Indebtedness secured hereby, when due;

(b) the occurrence of an Event of Default under the terms and provisions of the Loan Agreement and the continuance of such Event of Default for the applicable period of grace, if any;

(c) The Mortgagor shall fail to perform and observe faithfully and punctually its covenants and obligations hereunder;

then and in such event the Mortgagee, at its option, may declare the entire unpaid principal of and the interest accrued on the Notes and all other Indebtedness secured hereby to be forthwith due and payable, without any notice or demand of any kind, both of which are hereby expressly waived.

ARTICLE V

Enforcement of the Security

5.1 Power of Sale of Real Property Constituting a Part of the Mortgage Property. Upon the occurrence of an event of default, the Mortgagee shall have the right and power to sell (the power of sale permitted and provided for by statute being hereby expressly granted to Mortgagee by Mortgagor), to the extent permitted by law, at one or more sales, as an entirety or in parcels, as it may elect, the real property constituting a part of the Mortgaged Property, as such place or places or otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Mortgagee may deem appropriate, to make conveyance to the purchaser or purchasers; and the Mortgagor shall warrant title to such real property to such purchaser or purchasers. The Mortgagee may postpone the sale of all or any portion of such real property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and the Mortgagee may make other and successive sales until all of the estate be legally sold.

5.2 Rights of the Mortgagee With Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of any event of default, the Mortgagee will have all rights and remedies granted by law, and particularly the Uniform Commercial Code, including, but not limited to, the right to take possession of all

personal property constituting a part of the Mortgaged Property, and for this purpose the Mortgagee may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Mortgagee may require the Mortgagor to assemble such personal property and make it available to the Mortgagee at a time and place which is reasonable covenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Mortgagee will give Mortgagor reasonable notice of the time and place of any public sale or of the time after any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagor at the address shown below the signatures at the end of this instrument at least ten (10) days before the time of the sale or disposition.

5.3 Rights of the Mortgagee With Respect to Fixtures Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default, the Mortgagee may elect to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and proceed to exercise such rights as apply to such type of collateral.

5.4 Judicial Proceedings. Upon occurrence of an event of default, the Mortgagee, in lieu of or in addition to exercising any power of sale hereinabel given, may proceed by a suit or suits in equity or at law, either for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any convenant or agreement herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy.

5.5 Possession of the Mortgaged Property. It shall not be necessary for the Mortgagee to have physically present or constructively in their possession at any sale held by the Mortgagee or by any court, receiver or public officer any or all of the Mortgaged Property, and the Mortgagor shall deliver to the purchaser at such sale on the date of sale the Mortgaged Property purchased by such purchaser at such sale, and if it should be impossible or impracticable for any of such purchasers to take actual delivery of the Mortgaged Property, then the title and right of possession to the Mortgaged Property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

5.6 Certain Aspects of the Sale. The Mortgagee shall have the right to become the purchaser at any sale held by the Mortgagee, by any court, receiver or public officer, and the Mortgagee shall have the right to credit upon the amount of the bid made therefor the amount payable out of any net proceeds of such sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, and the interest accrued on, the Notes after the same have become due and payable, advertisement and conduct of such sale in the manner provided herein.

5.7 Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the

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Mortgagee, or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale of his or their purchase money, and such purchaser or purchasers, or his or their assigns or personal representatives, shall not, after payment such purchase money or receiving such receipt of the Mortgagee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

5.8 Effect of Sale. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title interest, claim and demand whatsoever either at law or in equity, of the Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor, the Mortgagor's successors and assigns, and against any and all personal claiming or who shall thereafter claim all or any of the property sold from, through or under the Mortgagor, or the Mortgagor's successor or assigns. Nevertheless, the Mortgagor, if requested by the Mortgagee to do so, shall join in the execution and delivery of all proper conveyences, assignments and transfers of the property so sold.

5.9 Application of Proceeds. The proceeds of any sale of the Mortgaged Property, or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied as follows:

First: To the payment of all expenses incurred by the Mortgagee in the performance of its duties, including, without limiting the generality of the foregoing, expenses of any entry or taking of possession, of any sale or advertisement thereof, and of conveyances, and as well, court costs, compensation of agents and employees and reasonable attorneys' fees.

Second: To the payment of the Notes and of the other items of Indebtedness with interest to the date of such payment.

Third: Any surplus thereafter remaining shall be paid to the Mortgagor and the Mortgagor's successors or assigns, as their interests shall appear.

5.10 Liability for Deficiency. The Mortgagor will remain liable for any deficiency owing to the Mortgagee after application of the proceeds of any sale of the Mortgaged Property as set forth in Section 5.9 of this mortgage.

5.11 Costs and Expenses. All reasonable costs and expenses (including attorneys' fees and other legal, management and consulting expenses) incurred by the Mortgagor in protecting and enforcing its rights hereunder, shall constitute a demand obligation owing by the Mortgagor to the party incurring such costs and expenses and shall draw interest at an annual rate equal to the highest rate of interest from time to time accruing under the Note plus one percent (1%) until paid, all of which shall constitute a portion of the Indebtedness.

5.12 Operation of the Mortgaged Property by the Mortgagee. Upon the occurrence of an event of default and in addition to all other rights herein conferred on the Mortgagee and subject to the Loan Agreement, the Mortgagee shall have the right

and power, but shall be obligated, to enter upon and take possession of any of the Mortgaged Property, and to exclude the Mortgagor and the Mortgagor's agents or servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that the Mortgagor shall be at the time entitled and in its place and stead. The Mortgagee, or any person, firm or corporation designated by the Mortgagee, may operate the same without any liability to the Mortgagor in connection with such operations, except to use ordinary care in the operation of such properties, and the Mortgagee, or any person, firm or corporation designated by the Mortgagee, shall have the right to collect, receive and receipt of all Hydrocarbons produced and sold from said properties, to make repairs, purchase machinery and equipment, conduct work-over operations, drill additional wells and to exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property. When and if the expenses of such operation and development (including costs of unsuccessful work-over operations or additional wells) have been paid and the Indebtedness is paid, said properties shall, if there has been no sale or foreclosure, be returned to the Mortgagor.

ARTICLE VI

Miscellaneous Provisions

6.1 Right to Perform the Mortgagor's Obligations. Each and every covenant herein contained shall be performed and kept by the Mortgagor at the Mortgagor's sole expense. If the Mortgagor shall fail to perform or keep any of the convenants of whatsoever kind or nature contained in this instrument, the Mortgagee, or any receiver appointed hereunder, may, but shall not be obligated to, perform or keep, or caused to be performed or kept, the same in the Mortgagor's behalf, and the Mortgagor hereby agrees to reimburse the Mortgagee or such receiver (as the case may be) on demand for all expenses incurred in connection therewith plus interest thereon at an annual rate equal to the highest rate of interest from time to time accruing under the Notes secured hereby plus one percent (1%) until paid. The undertaking of such performance by the Mortgagee or such receiver (as the case may be) as aforesaid shall not obligate the Mortgagee or such receiver (as the case may be) to continue such performance or to engage in such performance and performance of any other act in the future, shall not relieve the Mortgagor from the observance or performance of any covenant or agreement contained in this instrument or constitute a waiver of default hereunder and shall not affect the right of the Mortgagee to accelerate the payment of the Indebtedness or to resort to any other of its rights or remedies hereunder or under applicable law.

6.2 Defense of Claims. the Mortgagor will notify the Mortgagee, in writing, promptly of the commencement of any legal proceedings affecting the lien hereof or the Mortgaged Property, or any part thereof, and will take such action, as may be necessary to preserve the Mortgagor's and the Mortgagee's rights affected thereby; and should the Mortgagor fail or refuse to take any such action, the Mortgagee may upon giving prior written notice thereof to the Mortgagor take such action on behalf and in the name of the Mortgagor and at the Mortgagor's expense.

6.3 The Mortgaged Property to Revert. If the Indebtedness shall be fully paid and the covenants herein contained shall be well and truly performed, then all of the Mortgaged Property shall revert to the Mortgagor and the entire estate, right, title and interest of the Mortgagee shall thereupon cease; and the Mortgagee in such case shall,

upon the request of the Mortgagor and at the Mortgagor's cost and expense, deliver to the Mortgagor proper instruments acknowledging satisfaction of this instrument.

6.4 Renewals, Amendments and Other Security. Renewals and extensions of the Indebtedness may be given at any time and amendments may be made to agreements relating to any part of such Indebtedness or the Mortgaged Property, and the Mortgagee may take or may now hold other security for the Indebtedness without notice to or consent of the Mortgagor. The Mortgagee may resort first to such other security or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any right conferred by this instrument, which shall continue as a first lien upon the Mortgaged Property not expressly released until the Notes and all other Indebtedness secured hereby is fully paid.

6.5 Construction of Instruments as an Assignment. This instrument shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof.

6.6 Limitation on Interest. No provision of this instrument or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law or which is otherwise contrary to law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, the Mortgagor shall not be obligated to pay such excess.

6.7 Unenforceable or Inapplicable Provisions. If any provision hereto or of the Notes is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Notes shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Mortgagee in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect this validity or enforceability of any such provision in any other jurisdication. Any reference herein contained to a statute or law of a state in which no part of the Mortgaged Property is situated shall be deemed inapplicable to, an not used in, the interpretation hereof.

6.8 Rights Cumulative. Each and every right, power and remedy herein given to the Mortgagee shall be cumulative and not exclusive; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Mortgagee, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

6.9 Partial Release. No release from the lien of this instrument of any part of the Mortgaged Property by the Mortgagee shall in anywise alter, vary or diminish the force, effect or lien of this instrument against the balance or remainder of the Mortgaged Property.

6.10 Waiver by the Mortgagee. Any and all covenants in this instrument may from time to time by instrument in writing signed by the Mortgagee be waived to such extent and in such manner as the Mortgagee may desire, but no such waiver shall ever affect or impair either the Mortgagee's rights or liens hereunder, except to the extent specifically stated in such written instrument.

6.11 Successor and Assigns. This instrument is binding upon the Mortgagor, the Mortgagor's successors and permitted assigns, and shall inure to the benefit of the Mortgagee, its successors and assigns, and the provisions hereof shall likewise be convenants running with the land.

6.12 Articles and Section Headings. The article and section headings in this instrument are inserted for convenience of reference and shall not be considered a part of this instrument or used in its interpretation.

6.13 Special Filing as Financing Statement. This mortgage shall likewise be a security agreement and a Financing Statement. This mortgage shall be filed for record, among other places, in the real estate records of each county in which the oil and gas leases described in Exhibit A thereto, or any part thereof, are situated, and, when filed in such counties shall be effective as a financing statement covering fixtures located on oil and gas properties (and accounts arising therefrom) which are to be financed at the wellhead of the wells located on the real estate described in Exhibit A thereto (and accounts arising therefrom).

6.14 Notices. Any notices, request, demand or other instrument which may be required or permitted to be given or served upon the Mortgagor shall be sufficiently given when mailed by first class mail, addressed to the Mortgagor at the address shown below the signatures at the end of this instrument or to such different address as the Mortgagor shall be designated by written notice received by the Mortgagee.

6.15 Survival of Representations and Warranties. All respresentations and warranties of the Mortgagor contained in this instrument shall survive the execution and delivery of this instrument, the making of the loans and advances hereunder, and the execution and delivery of the evidence of such loans and advances and the security therefor.

MORTGAGOR AND DEBTOR:

BERCO RESOURCES, INC.

By: William L. Berg
President

The address of the Mortgagor is:

130 South Main Street
Buffalo, Wyoming 82834

126

MORTGAGEE AND SECURED PARTY:

THE WYOMING NATIONAL BANK
OF CASPER, a national banking
association

By: _____

The address of the Mortgagee is:

P.O. Box 2799
Casper, Wyoming 82602

STATE OF ~~WYOMING~~ COLORADO)
) SS.
COUNTY OF ~~NATRONA~~ DENVER)

The foregoing instrument was acknowledged before me by William S. Bergner, President on behalf of Berco Resources, Inc., this 14th day of June, 1984.

Witness my hand and official seal.

My commission expires:
June 25, 1984

_____
Notary Public Patricia Sanchez
1600 Broadway, Suite 490
Denver, CO 80202

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by R. E. McMillan on behalf of The Wyoming National Bank of Casper, a national banking association, this 14th day of June, 1984.

Witness my hand and official seal.

My commission expires:
April 10, 1985

_____
Notary Public

SCHEDULE "A"

1. Lessor: Joseph L. Budd, Trustee, and Ruth F. Budd, Trustee, Helen Budd Tanner, Trustee

Lessee: Berco Resources

Date: June 16, 1981

Effective Date: December 1, 1981

Acres: 560.00, more or less

Description: Township 30 North, Range 114 West, 6th P.M.

Section 8: E½SE¼

Section 9: SE¼, S½SW¼

Section 15: S½NW¼

Section 16: NE¼NW¼, NW¼NE¼, E½NE¼

129 Rls of Lien Bk 12 pg 455

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BARNEY G. SNYDER, a/k/a DARRELL G. SNYDER and CHRISTY A. SNYDER, husband and wife

mortgagor S., of Sublette County, State of Wyoming, to secure the payment of Six Thousand and no/100---------- Dollars, due Upon Demand with interest from 6/7/84 at the rate of 16 per cent per annum, payable ~~Annually~~ Upon Demand evidenced by One promissory note, of even date herewith,

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519 Pinedale, Wy. 82941

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

Lot Two (2) of Highland View Estates, a subdivision, as the same appears on the plat and map thereof on file and of record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming,
TOGETHER WITH all improvements and appurtenances thereunto appertaining; water and water rights, ditch and ditch rights, reservoir and reservoir rights, situate thereon or appurtenant thereto;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; prior mineral reservations of record; and
SUBJECT TO: Restrictions governing Highland View Estates First Filing recorded 12/3/73 in Book 29 of Miscellaneous, page 309 in the Office of the County Clerk, Sublette County, Wyoming.

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

This Mortgage is secondary to and in addition to that certain mortgage recorded in the office of the Sublette County Clerk at Book 32 Mortgages, page 201, concerning the same real property.

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

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

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

Dated this 7th day of June A. D. 19 84.

In the presence of 202044

Darrell G. Snyder
Barney G. Snyder a/k/a Darrell G. Snyder

Christy A. Snyder
Christy A. Snyder

RECORDED July 2 1984 1:45 P M
IN BOOK 42 Misc PAGE 129
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Barney G. Snyder a/k/a Darrell G. Snyder and Christy A. Snyder, husband and wife,

this 7th day of June, 1984.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of Sublette } ss.

This instrument was filed for record at 1:45 o'clock P M., on the 7th day of July A. D. 1984 and duly recorded in Book 247 on Page 130.

Carolyn Clarke
County Clerk and Ex Officio Register of Deeds.

By Deputy Clerk

202044
No. Fees, $6.00

4th Mtg. Rec Book 13 Pg. 167 Farm Loan Mortgage

131

STATE OF WYOMING

Wyoming Farm Loan Board

006526

THIS MORTGAGE made this 27th. day of June, A. D., 19 84, between
DUNTON SHEEP COMPANY, a Wyoming Corporation
of Sweetwater County, Wyoming
hereinafter for convenience designated in the singular as "MORTGAGOR" and the STATE OF WYOMING, WYOMING FARM LOAN BOARD, 2424 Pioneer Avenue, Cheyenne, Wyoming, hereinafter for convenience designated as "MORTGAGEE," to secure payment of the sum of TWO HUNDRED FIFTY THOUSAND & NO/100 ($250,000.00) DOLLARS,

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

RECORDED JUN 28 1984 AT 3:55 P M
IN BOOK 253 PAGE 628 GREEN RIVER, WYO.
NO. 326080 ALBERT B. VESCO, COUNTY CLERK

RECEIVED
RECEIVED
SWEETWATER CO. CLERK
GREEN RIVER,
WYO.

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

PROVIDED ALWAYS, and these presents are upon the express condition that if the said MORTGAGOR shall and does well and truly pay or cause to be paid unto the said MORTGAGEE, the principal sum of TWO HUNDRED FIFTY THOUSAND & NO/100 ($250,000.00) DOLLARS, with interest thereon at the rate of eight percent (8 %) per annum, according to the tenor and effect of a certain promissory note of even date herewith, payable in twenty-nine (29) equal installments of TWENTY TWO THOUSAND TWO HUNDRED SIX & 86/100 ($22,206.86) DOLLARS, on the first day of December of each year and one payment of TWENTY TWO THOUSAND TWO HUNDRED SIX & 73/100 ($22,206.73) DOLLARS, due December 1, 2013; if default be made in payment when due of any part or installment of principal or interest, the borrower shall pay simple interest of ~~four~~ ten percent (~~4%~~ 10%)** per annum on defaulted payments from the date due until the installment payment is made, said note being executed by the said MORTGAGOR, payable to the order of the MORTGAGEE at its Office in Cheyenne, Wyoming, and shall pay all taxes, liens, judgments, and assessments on said lands, and shall keep all buildings insured as hereafter provided and shall keep and perform all the other terms, conditions and covenants of this mortgage; then these presents and said promissory note shall cease and be null and void, and be released at the expense of said MORTGAGOR.

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

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

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

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

(Continued on reverse side hereof.)

202047
RECEPTION NO.

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

This instrument was filed for record at 2 o'clock P M., on the 2nd day of July A. D., 1984, and duly recorded in Book 42 Mtg on page 131

Photographed
Indexed
Abstracted
Checked

Fees, $ 15.75

Lou J Yake
County Clerk or Register of Deeds

By Dorothy M Stine
Deputy

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

(3) That th[redacted]GOR will preserve, protect and perfect all [redacted]hts and irrigation systems hereby conveyed [redacted]hen due, all assessments and charges for the irrigation and drainage of the lands hereby mortgaged.

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

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

(6) In the event of the sale or transfer of the real property herein described, at the election of the mortgagee, the entire balance of the note shall become due and payable.

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

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

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

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

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

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

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

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

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

** Pursuant to W.S. 11-34-124 penalty interest is 10% not 4%. Please initial below.

JFA MLA

DUNTON SHEEP COMPANY

BY: John F. Arambel
John F. Arambel, Sr., President and as an individual

ATTEST: Mary L. Arambel
Mary L. Arambel, Secretary/Treasurer and as an individual and wife

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me BY JOHN F. ARAMBEL, SR., & MARY L. ARAMBEL this 27th day of June, 19 84.

Witness my hand and official seal.

Joan Moore
Notary Public
Title of Officer

My Commission Expires:
June 11, 1987

132

TOWNSHIP 27 NORTH, RANGE 106 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

SECTION 7: SE¼SW¼;
SECTION 17: SW¼NW¼;
SECTION 18: SE¼NE¼, NW¼NE¼;
SECTION 20: NW¼NE¼, S½NE¼, E½SE¼;
SECTION 21: SW¼SW¼;
SECTION 25: SW¼SE¼, NE¼SW¼;
SECTION 28: N½NW¼;

TOWNSHIP 28 NORTH, RANGE 105 WEST OF THE 6TH P.M.

SECTION 3: SW¼SW¼;
SECTION 9: N½NE¼, SE¼NW¼;
SECTION 10: NW¼NW¼;

TOWNSHIP 29 NORTH, RANGE 105 WEST OF THE 6TH P.M.

Those portions of the following described lands which lie East of the Big Sandy Creek:
SECTION 5: Lots 2 and 3, NW¼SE¼, SW¼NE¼;
SECTION 18: E½E½;

TOWNSHIP 30 NORTH, RANGE 105 WEST OF THE 6TH P.M.

SECTION 2: SE¼SE¼, NW¼SE¼, SW¼;
SECTION 3: S½SE¼;
SECTION 4: SW¼NW¼, SW¼;
SECTION 5: Lots 1 and 2, S½NE¼, S½SW¼, NE¼SW¼, SE¼;
SECTION 8: S½, S½NW¼, N½NW¼, N½NE¼;
SECTION 9: NW¼NW¼;
SECTION 10: NE¼, N½SW¼, SE¼NW¼;
SECTION 11: N½NW¼, E½NE¼;
SECTION 12: SW¼NW¼, W½SW¼;
SECTION 13: W½NW¼;
SECTION 15: W½SW¼, SE¼SW¼, SW¼SE¼;
SECTION 17: NE¼, E½NW¼;
SECTION 19: N½NE¼;
SECTION 20: NW¼NW¼, SW¼NW¼;
SECTION 21: NE¼NE¼;
SECTION 22: W½NW¼, NE¼NW¼;
SECTION 30: SW¼SE¼, SE¼SW¼, Lot 3;
SECTION 31: N½NE¼;
Those portions of the following described lands which lie East of the Big Sandy Creek:
SECTION 32: S½SW¼, NW¼SW¼, SW¼NW¼;

TOWNSHIP 30 NORTH, RANGE 107 WEST OF THE 6TH P.M.

SECTION 23: NW¼SW¼;

AN UNDIVIDED ONE-HALF INTEREST IN THE FOLLOWING PARCELS OF LAND:

TOWNSHIP 27 NORTH, RANGE 105 WEST OF THE 6TH P.M.,

SECTION 19: Lots 5 and 7, NE¼SW¼;
SECTION 30: Lot 3;
SECTION 31: E½SW¼;

TOWNSHIP 27 NORTH, RANGE 106 WEST OF THE 6TH P.M

SECTION 24: N½SE¼SE¼.

* * * *

[redacted] **SUBORDINAT[redacted]REEMENT** FORM 2877 [redacted] (Rev. 3-82)

00629

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, John F. Arambel and Mary L. Arambel (also known as Mary Louise Arambel), husband and wife; Dunton Sheep Company, a Wyoming Corporation; and Midland Livestock Company, a Wyoming Corporation; and Greys River Livestock Company, a partnership, Mortgagors, have executed a mortgage to The Federal Land Bank of Omaha, which includes the following-described premises:

SEC.	TWP.	RG.

00631

202048

RECORDED July 2 1984 2:00 P M.
IN BOOK 42 Mtg PAGE 129
FEES $16.50 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M'Elwee

in Sublette County, Wyoming, which mortgage is recorded in Book(s) 27, Page(s) 380, (or as No.(s)), of the records of said County; and Sweetwater County, Wyoming which mortgage is recorded in book 604, page 618 of the records of said County; and

WHEREAS, said Mortgagors have executed a mortgage in favor of the State of Wyoming Farm Loan Board, which mortgage is recorded in Book(s) 753, Page(s) 626-628, of said County, and which mortgage includes the above-described real estate; and

42 Mtgs. page 129 Sublette County

WHEREAS, it is the desire of The Federal Land Bank of Omaha to subordinate the lien of its mortgage to the lien of the mortgage of the State of Wyoming Farm Loan Board as to the above-described real estate; and

WHEREAS, the undersigned, The Federal Land Bank of Omaha, is the owner and holder of its above-described mortgage and the note secured by said mortgage;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, The Federal Land Bank of Omaha specifically subordinates the lien of its mortgage to the lien of said mortgage to the State of Wyoming Farm Loan Board as to the above-described real estate.

The undersigned, by the execution of this Subordination Agreement, does not release the lien of its mortgage in any particular, but only subordinates and makes junior such lien to the extent above described.

IN WITNESS WHEREOF, The Federal Land Bank of Omaha has caused these presents to be executed on the date set out in the acknowledgment.

(SEAL)

Attest: Velma W. Stratman
Assistant Secretary

THE FEDERAL LAND BANK OF OMAHA

By Federal Land Bank Association of Wyoming

Its Agent and Attorney-in-Fact

By D Jud Redden Vice President

STATE OF WYOMING }
COUNTY OF _____ } ss.

On this 27 day of June, 19 84, before me, a Notary Public in and for said County, personally appeared D. Jud Redden to me personally known to be the identical person who executed the foregoing instrument, who being by me duly sworn did say that he is Vice President of the above-named Federal Land Bank Association; that said instrument was signed and sealed by him as agent and attorney-in-fact on behalf of and as a voluntary act and deed of the Federal Land Bank of Omaha, a corporation organized and existing under the laws of the United States.

William B. Boyles

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

My commission expires 2-24-88

(Prepare in triplicate. Forward copy to Bank, deliver original to member, retain copy for FLBA.)

CA-602

Township 27 North, Range 105 West, 6th p.m.

Undivided interest in the following parcels of land

Section 19: Lots 5, 7, $NE\frac{1}{4}SW\frac{1}{4}$

Section 30: Lot 3

Section 31: $E\frac{1}{2}SW\frac{1}{4}$

Township 28 North, Range 105 West, 6th p.m.

Section 3: $SW\frac{1}{4}SW\frac{1}{4}$

Section 9: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$

Section 10: $NW\frac{1}{4}NW\frac{1}{4}$

Township 29 North, Range 105 West, 6th p.m.

Those portion of the following described lands which lie East of the Big Sandy Creek:

Section 5: Lots 2, 3, $NW\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$

Section 18: $NE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$

DJR 6-27-84

Township 30 North, Range 105 West, 6th p.m.

Section 2: $SE\frac{1}{4}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}$

Section 3: $S\frac{1}{2}SE\frac{1}{4}$

Section 4: $SW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$

Section 5: Lots 1, 2, $S\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$

Section 8: $S\frac{1}{2}$, $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$

Section 9: $NW\frac{1}{4}NW\frac{1}{4}$

Section 10: $NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$

Section 11: $N\frac{1}{2}NW\frac{1}{4}$, $E\frac{1}{2}NE\frac{1}{4}$

Section 12: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$

Section 13: $W\frac{1}{2}NW\frac{1}{4}$

Section 15: $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

Section 17: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$

Section 19: $N\frac{1}{2}NE\frac{1}{4}$

Section 20: $NW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$

Section 21: $NE\frac{1}{4}NE\frac{1}{4}$

Section 22: $W\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$

Section 30: $SW\frac{1}{4}SE\frac{1}{4}$, Lot 3, $SE\frac{1}{4}SW\frac{1}{4}$

Section 31: $N\frac{1}{2}NE\frac{1}{4}$

Those portions of the following described lands which lie East of the Big Sandy Creek:

Section 32: $S\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$

RECEIVED
RECEIVED
SWEETWATER CO. CLERK
GREEN RIVER,
WYO.

RECORDED JUN 28 1984 AT 3:55 P M
IN BOOK 753 PAGE 624-31 GREEN RIVER, WYO.
NO. 328081 ALBERT B. VESCO, COUNTY CLERK

[redacted] ip 26 North, Range 106 Wes[redacted] p.m. [redacted]

00630

Section 11: $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$

Section 12: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$

Section 23: $S\frac{1}{2}SE\frac{1}{4}$

Section 24: $W\frac{1}{2}W\frac{1}{2}$

Section 26: $NW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$

Township 27 North, Range 106 West, 6th p.m.

Section 7: $SE\frac{1}{4}SW\frac{1}{4}$

Section 17: $SW\frac{1}{4}NW\frac{1}{4}$

Section 18: $SE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$

Section 20: $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$

Section 21: $SW\frac{1}{4}SW\frac{1}{4}$

Section 25: $SW\frac{1}{4}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

Section 28: $N\frac{1}{2}NW\frac{1}{4}$

An undivided $\frac{1}{2}$ interest in the following parcel

Section 24: $N\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$

DSF 6-7-84

Township 30 North, Range 107 West, 6th p.m.

Section 23: $NW\frac{1}{4}SW\frac{1}{4}$

4748

136 21 36

Released Bk. 14 Rel. pg 559

137

202053

RECORDED July 2 1984 3:00 P.M.
IN BOOK 42 Misc PAGE 137
FEES $8.00 Dana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That STEVE D. BENNETT and BONNIE L. BENNETT, husband and wife, mortgagors, of Big Piney, Sublette County, State of Wyoming, to secure the payment of TWENTY-FIVE THOUSAND DOLLARS ($25,000), evidenced by one promissory note, of even date herewith, payable $10,000 on the 1st day of July, 1986, without interest, and $15,000 on July 1, 1987, together with interest at 9% per annum from July 1, 1986, DO HEREBY MORTGAGE to DONALD VIGIL and CARALYN VIGIL, husband and wife, and the survivor thereof, mortgagees, whose mailing address is P. O. Box 654, Evanston, Wyoming 82930, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Lot 2 of the Meadow Canyon Estates 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,

AND 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 all restrictive covenants of record in the office of the County Clerk of Sublette County, Wyoming;

AND SUBJECT FURTHER TO that certain real estate mortgage appearing at page 407 of Book 39 of the mortgage records of the office of the County Clerk of Sublette County, Wyoming, wherein the above-named grantees are mortgagors to RICHARDS-WOODBURY MORTGAGE CORP. of 115 East South Temple, Salt Lake City, Utah 84111, mortgagee, which said mortgage is held by SECURITY PACIFIC MORTGAGE CORPORATION, P. O. Box 2450, Denver, Colorado 80201, by assignment of mortgage appearing at page 475 of Book 39 of the Mortgage Records, office of the County Clerk of Sublette County, Wyoming, and which said mortgage and the unpaid balance thereof on the

date hereof in amount of $59,782.22 the grantors herein do hereby assume and agree to pay, together with interest, according to the terms of said mortgage;

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 TWENTY-FIVE THOUSAND DOLLARS ($25,000) 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 20th day of June, 1984.

STEVE D. BENNETT

BONNIE L. BENNETT

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by STEVE D. BENNETT and BONNIE L. BENNETT, husband and wife, this 19th day of June 1984.

Witness my hand and official seal.

Notary Public

My commission expires:

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Sept. 27, 1984

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

husband and wife,
JOSEPH L. OLDFIELD, KAREN L. OLDFIELD, EARL L. OLDFIELD and LENORA E. OLDFIELD, husband and wife,
as joint tenants with full right of survivorship and not as tenants in common,
237 Jade, Rock Springs,

mortgagor S, of Sweetwater County, State of Wyoming, to secure the payment of Thirty Thousand and N0/100 ($30,000.00) Dollars, due 7/5/99 with interest from 6/20/84 at the rate of sixteen(16%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 180 equal monthly payments of $440.62 which include interest at the rate of 16% per annum; first said payment due 8/5/84 and payable on the 5th day of each month thereafter until paid in full, do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Numbered One (1), Block Numbered Four (4), of the K & M Addition to the Town of Pinedale, Sublette County, Wyoming, as said lot is laid down and described on the official plat of said addition, duly recorded on page 480 in Book 34 of Miscellaneous, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming;
TOGETHER WITH all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or use; prior mineral and mining reservations of record.

202056

RECORDED July 2 1984 3:30 P M
IN BOOK 42 Misc PAGE 140
FEES $6.00 Laura J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 20 day of June A. D. 1984.

In the presence of

Joseph L. Oldfield
JOSEPH L. OLDFIELD

Earl L. Oldfield
EARL L. OLDFIELD

Karen L. Oldfield
KAREN L. OLDFIELD

Lenora E. Oldfield
LENORA E. OLDFIELD

Plat Bk 12 pg 444

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State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by JOSEPH L. OLDFIELD and KAREN L. OLDFIELD

this 2nd day of July, 1984.

Witness my hand and official seal.

Joseph L. Oldfield
Signature
Notary Public
Title of Officer

My Commission Expires: January 5, 1987

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me by EARL L. OLDFIELD and LENORA E. OLDFIELD this 27th day of June, 1984.

WITNESS my hand and official seal.

Jeanette M. Toney
Notary Public

My Commission Expires: My Commission Expires 9/9/87
9595 Ralston Road, Arvada, Co.

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

JOHN B. ROGERS
Attorney at Law
P O Box 491, Majestic Bldg
Cheyenne, WY 82001

THIS MORTGAGE is made this _____ day of _____, 19 84, between the Mortgagor, GREGG R. ANDERSON and BARBARA A. ANDERSON, Husband and Wife (herein "Borrower"), and the Mortgagee, WYOMING EMPLOYEES FEDERAL CREDIT UNION, a corporation organized and existing ~~under the laws of~~ whose address is 2223 Warren Avenue, Cheyenne, WY 82001 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-FIVE THOUSAND ($35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated 7-2-84 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 7-2-2002;

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:

Tract 12, Daniel Meadows Unit C Subdivision, Sublette County, Wyoming EXCEPTING any and all right, title and interest of the State of Wyoming within the boundaries of Prairie Creek.

202109

RECORDED July 5 1984 12:30 PM
IN BOOK 42 Mtg PAGE 142
FEES $12.00 Lane J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

which has the address of n/a [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.

10-3 86
Rlse Book 13, Page 411

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.

[redacted] [redacted] [redacted]

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause 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 specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

x Barbara A. Anderson
—Borrower

x Gregg R. Anderson
—Borrower

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this JULY 5, 1984 [date] by Barbara A. Anderson and Gregg R. Anderson [person acknowledging]

My Commission expires: 7/28/84

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

Edwin R. Adams
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

Ed Trust

ADDENDUM TO MORTGAGE

THIS ADDENDUM is made to a certain mortgage dated the 5th day of JULY, 1984, between the mortgagors, GREGG R. ANDERSON and BARBARA A. ANDERSON, Husband and Wife; and the mortgagee, WYOMING EMPLOYEES FEDERAL CREDIT UNION, whose address is 2223 Warren Avenue, Cheyenne, WY 82001.

Paragraph 2 entitled "Funds for Taxes and Insurance" having been stricken from said mortgage, Borrower and Lender hereby covenant and agree that Borrowers shall pay all installments for taxes, assessments, insurance premiums and ground rents directly as they become due and shall certify the same as being paid to Lender annually on or before the anniversary date of this mortgage. Property hazard insurance may be obtained by Borrowers from any party acceptable to Lender in amounts and coverages which shall also be subject to Lender's approval. Failure to make payments for taxes, assessments, insurance and ground rents as they become due; failure to maintain insurance in amounts and coverages acceptable to Lender with parties acceptable to Lender, subject to the provisions of Paragraph 5 of this Mortgage, shall be considered acts of default subject to the remedies provided in Paragraph 18 of this Mortgage.

IN WITNESS WHEREOF, Borrowers and Lender have executed this Addendum to the Mortgage dated this 5th day of JULY, 1984, by and between the parties.

x Barbara A. Anderson

x Gregg R. Anderson

COUNTY OF SUBLETTE)
) SS
STATE OF WYOMING)

The foregoing instrument was acknowledged before me this 5th day of JULY, 1984, by GREGG R. ANDERSON AND BARBARA A. ANDERSON.

Edwin R. Adams
NOTARY PUBLIC

My Commission Expires:

JULY 28, 1984

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

WYOMING EMPLOYEES FEDERAL CREDIT UNION

By _____

COUNTY OF LARAMIE)
) SS
STATE OF WYOMING)

The foregoing instrument was acknowledged before me this _____ day of _____, 1984, by _____.

_____
NOTARY PUBLIC

My Commission Expires:

K/O

ADDENDUM TO MORTGAGE

THIS ADDENDUM is made to a certain mortgage dated the 5th day of JULY, 1984, between the mortgagors, GREGG R. ANDERSON and BARBARA A. ANDERSON, Husband and Wife; and the mortgagee, WYOMING EMPLOYEES FEDERAL CREDIT UNION, whose address is 2223 Warren Avenue, Cheyenne, WY 82001.

Paragraph 2 entitled "Funds for Taxes and Insurance" having been stricken from said mortgage, Borrower and Lender hereby covenant and agree that Borrowers shall pay all installments for taxes, assessments, insurance premiums and ground rents directly as they become due and shall certify the same as being paid to Lender annually on or before the anniversary date of this mortgage. Property hazard insurance may be obtained by Borrowers from any party acceptable to Lender in amounts and coverages which shall also be subject to Lender's approval. Failure to make payments for taxes, assessments, insurance and ground rents as they become due; failure to maintain insurance in amounts and coverages acceptable to Lender with parties acceptable to Lender, subject to the provisions of Paragraph 5 of this Mortgage, shall be considered acts of default subject to the remedies provided in Paragraph 18 of this Mortgage.

IN WITNESS WHEREOF, Borrowers and Lender have executed this Addendum to the Mortgage dated this 5th day of JULY, 1984, by and between the parties.

x Barbara A. Anderson

x Gregg R. Anderson

COUNTY OF SUBLETTE)
) SS
STATE OF WYOMING)

The foregoing instrument was acknowledged before me this 5th day of JULY, 1984, by GREGG R. ANDERSON AND BARBARA A. ANDERSON.

Edwin R. Adams
NOTARY PUBLIC

My Commission Expires:

JULY 28, 1984

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

WYOMING EMPLOYEES FEDERAL CREDIT UNION

By Yvonne Rathwell

COUNTY OF LARAMIE)
) SS
STATE OF WYOMING)

The foregoing instrument was acknowledged before me this 5 day of July, 1984, by Yvonne Rathwell.

R. Joanne Piver
NOTARY PUBLIC

R. Joanne Piver - Notary Public
COUNTY OF LARAMIE — STATE OF WYOMING
My Commission Expires August 25, 1987

My Commission Expires:

August 25, 1987

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Richard L. Bower and Rosemary Joy Bower

herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of ------Two thousand six hundred twenty five and 21/100---- Dollars ($ 2,625.21), with interest as evidenced by a promissory note dated July 5, 1984 herewith to the order of

First Wyoming Bank N.A., Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

, hereinafter designated Mortgagee, principal and interest payable in monthly installments of $ 130.43 each on the 5th day of each month, beginning on the 5th day of August , 1984 , 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 installment on July 5, 1986
hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

Lot 8, Cross Lazy Two Subdivision, Sublette County, Wyoming

202129

RECORDED July 5 TO 4:30 PM
IN BOOK 42 Mtg PAGE 147
FEES $8.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

Mortgagor expressly covenants that its obligation to the Mortgagee shall not be assumed by any other party and that Mortgagor shall remain the sole obligor until said obligation is fully paid.

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 wife of the said 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 hereunto set hand(s) this 5th day of July , 1984.

In the presence of—

X Richard L. Bower
Richard L. Bower

X Rosemary Joy Bower
Rosemary Joy Bower

THE STATE OF WYOMING
COUNTY OF Sublette } ss:

On this 5th day of July 19 84, before me personally appeared Richard L. Bower and Rosemary Joy Bower to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notary seal, this 5th day of July , A. D. 19 84

(Seal)

My commission expires
9/1/85

Notary Public.

179

RlSE B13, P.269

6-5-86

150

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THIS DEED, made this 5th day of April, 19 84, between Victor E. Mack and Josephine A. Mack, 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 ($ 580,000.00) Five hundred eighty 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 Sublette and the State of Wyoming, hereby releasing and waiving all rights under and by the virtue of the homestead exemption laws of this State, and more particularly known and described as follows, to wit:

Township 31 North, Range 111 West of the 6th PM

Section 1: W½
Section 2: All
Section 3: SE¼SE¼
Section 10: NE¼NE¼
Section 11: N½NW¼, N½NE¼
Section 12: N½NW¼

Township 32 North, Range 111 West of the 6th PM

Section 26: SW¼SW¼
Section 27: S½NE¼, SE¼
Section 34: NE¼, NE¼SE¼
Section 35: W½, SE¼, W½NE¼, SE¼NE¼

Containing 2,360 acres, more or less

This real estate mortgage subject to all prior liens and encumbrances of record.

202131

RECORDED July 6 1984 8:00 A M
IN BOOK 42 Mtg PAGE 150
FEES $7.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

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 $ 580,000.00, 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 two promissory note s dated December 7, 1983 and April 5, 1984

[redacted] [redacted] [redacted]

And it is further provided that in case any installment of principal or any part thereof, or any interest monies, or any part [redacted] 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 forclosure, 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 forclosure, including reasonable attorney's fees incurred by the Mortgagee in connection with the sale and forclosure.

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.

Victor E. Mack
VICTOR E. MACK

Josephine A. Mack
JOSEPHINE A. MACK

(INDIVIDUAL ACKNOWLEDGEMENT)

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

On this 23 day of May, 19 84, before me personally appeared Victor E. Mack and Josephine A. Mack 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. WOOLERY-Notary Public
State of Wyoming
My commission expires on the 19 day of Nov. 19, 1987

Bruce A. Woolery
Notary Public

My commission expires on the 19 day of November, A.D., 19 87

(CORPORATION ACKNOWLEDGEMENT)

THE STATE OF WYOMING)
)
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.

.....
Notary Public

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

MORTGAGE DEED

FROM

.....
.....

TO

.....
.....

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

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

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

By .....
Deputy Clerk

No. ..... Fees, $ .....

MORTGAGE

THIS MORTGAGE is made this 5TH day of JULY, 19 84, between the Mortgagor, DUANE R. REH, SR., AN UNMARRIED MAN (herein "Borrower"), and the Mortgagee, FCA MORTGAGE CORPORATION, a corporation organized and existing under the laws of UTAH, whose address is 1935 EAST VINE STREET, SUITE 200, SALT LAKE CITY, UTAH 84121 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY EIGHT THOUSAND THREE HUNDRED DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated JULY 5, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 1, 1999;

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

LOT 4, BLOCK 4, REDSTONE FOURTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

202237

RECORDED July 9 1984 2:30 P.M
IN BOOK 43 Misc PAGE 152
FEES 10.00 Joan D. Spiker COUNTY CLERK
SUBLETTE COUNTY CLERK

which has the address of 414 AGATE STREET [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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Duane R. Reh Sr.
—Borrower

DUANE R. REH, SR.

—Borrower

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this July 5, 1984 (date) by

, DUANE R. REH, SR. (person acknowledging)

My Commission expires: 7/28/84

Edwin R. Adams
Notary Public

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

(Space Below This Line Reserved For Lender and Recorder)

[redacted] [redacted] [redacted]

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the FCA MORTGAGE CORPORATION, a Corporation organized and existing under the laws of the United States of America, of Salt Lake City, Utah, the Mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its rights, title and interest in and to said mortgage, which was given to said mortgagee by AMERICAN SAVINGS & LOAN ASSOCIATION, and appears recorded in Book 42 of mortgages, beginning on Page 152 in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property described as follows:

ALL OF LOT 4, BLOCK 4, REDSTONE FOURTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

208218

RECORDED July 9 1984 3:00 PM
IN BOOK 42 Misc PAGE 156
FEES 4.00 Lavon D. Gale COUNTY CLERK
SUBLETTE COUNTY CLERK

TOGETHER WITH the note or notes secured thereby, unto the

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

IN WITNESS WHEREOF, the FCA MORTGAGE CORPORATION, has hereunto caused its corporate name to be subscribed by its Vice President, duly attested by its corporate seal to be hereunto affixed, pursuant to due authority thereunto given, this 5th day of JULY, 19884.

FCA MORTGAGE CORPORATION

BY: John M.
JOHN M. ALDRICH, VICE PRESIDENT

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 5th day of JULY, 19884, before me appeared JOHN M. ALDRICH, as VICE PRESIDENT of FCA MORTGAGE CORPORATION, Salt Lake City, Utah, a corporation, to me personally known, who being by me duly sworn, did say that he is the Vice President respectively of the FCA MORTGAGE CORPORATION, and that the seal affirmed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation purusant to due authority thereunto given and said officer acknowledged said instrument to be the free act and deed of said corporation.

Donna Brookins
NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires 8/21/86

202259 157 Released Bk. 14 Rel. @ Pg. 246

RECORDED July 10 1984 4:00 PM
IN BOOK 42 Misc PAGE 157
FEES $6.00 Lou E. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy Lou E. Yake

Loan No. 501999-7

MORTGAGE

The MORTGAGORS, FEAR RANCHES INCORPORATED, a Colorado corporation, KENNETH M. FEAR, SR. and MARDELL FEAR, husband and wife, and KENNETH M. FEAR, JR. and MARY FEAR, husband and wife, hereinafter referred to as Mortgagors, hereby mortgage, grant, bargain, sell and convey to THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut and having its principal office at One Tower Square, Hartford, Connecticut 06115, hereinafter called the Mortgagee, the following described real property situate in the County of Sublette and State of Wyoming, to-wit:

AS SHOWN ON EXHIBIT "A," WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN,

together with all and singular the rights therein, fixtures thereon and appurtenances thereunto belonging or in anywise appertaining, whether now or hereafter acquired, which shall include, without limiting the generality of the foregoing, the following:

All of the rents, issues and profits, including but not limited to all rents, royalties, bonuses and benefits under any existing or future oil, gas or mineral or other leases; all easements and rights of way; all rights of dower and homestead, and all contingent rights in and to said premises;

All water, water rights, whether riparian, appropriative or otherwise and whether or not appurtenant, all ditch rights, and any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, including but not limited to the water permits and other water rights described in the attached Exhibit B;

All leases, permits, allotments, licenses and privileges, whether or not appurtenant, from the United States or the State of Wyoming, or any Department or other agency of either for the purpose of grazing, pasturing or feeding livestock on any of the public lands of the United States or the State of Wyoming, including but not limited to the permits or licenses under the Taylor Grazing Act described in attached Exhibit C and the State leases with the State of Wyoming described in attached Exhibit D; and

All buildings and the plumbing, heating, ventilating and lighting systems and equipment therein; all barn equipment; and all pumps, pen-stocks, pumping stations, motors, switch boxes and transformers, engines, machinery, reservoirs, pipes, flumes, and other equipment used for the production of water on said premises or for the irrigation or drainage thereof.

All of the foregoing shall constitute the "Property".

This Mortgage secures the payment of a Promissory Note of even date herewith, payable to Mortgagee in the principal sum of One Million One Hundred Thousand and no/100 Dollars ($1,100,000.00), together with interest thereon, with final payment due January 1, 1994, which is the maturity date of this Mortgage and the Note it secures, and executed and delivered by Mortgagors for money loaned in the principal sum above stated, including any renewals, extensions or modifications of said Note.

The Mortgagors do hereby covenant and agree with the Mortgagee as follows:

1. Payment and Performance. Mortgagors shall pay all of the said sums of money, both principal and interest, specified in said Note at the times therein designated. The Mortgagors shall promptly comply with all laws, ordinances, regulations and requirements of any governmental body affecting the Property and the use thereof. The Mortgagors shall strictly perform all obligations of this Mortgage and of any instrument executed in connection with the indebtedness secured by this Mortgage.

2. Warranty of Title. Mortgagors shall furnish and leave with the Mortgagee, during the existence of said Note, complete title evidence which shall become the property of the purchaser at any foreclosure sale. At the delivery hereof the Mortgagors are the lawful owners of the Property in fee simple absolute and are entitled to the possession thereof, that they have the right to mortgage same, that the said lands and premises are free and clear of all encumbrances and charges whatsoever, except for such encumbrances and charges accepted in writing by Mortgagee; and that the Mortgagors will and their heirs, executors, administrators, vendees and assigns shall forever warrant and defend the title to the Property against all claims whatsoever, and the Mortgagors hereby further covenant and agree that the lien created by this instrument shall be a first mortgage on the Property.

3. Taxes and Other Charges: Mortgagors shall pay (a) before the same become delinquent, all taxes, assessments, water and other charges upon or against the Property, or upon or against this mortgage or said Note, levied or assessed in Wyoming, and

all dues and assessments upon water or ditch rights or shares of stock evidencing any such right; and (b) any other charges, lien or other encumbrance which shall appear to be a lien prior to the lien of this Mortgage upon the Property, or the buildings or other fixtures thereon. In default thereof, Mortgagee may, without demand or notice, either (a) pay and discharge the same, or (b) may appear in any action for the enforcement thereof and defend or settle the same and its determination as to the validity, priority and amount thereof shall be binding upon the Mortgagors.

4. Insurance. (a) Mortgagors shall keep such buildings and other fixtures upon the Property insured against such hazards and in such amounts as may be required by Mortgagee, provided that the amount of coverage shall not be less than $206,200.00. All policies of insurance and the renewals thereof shall be written upon forms and with insurance companies having a rating of A XII or higher according to the most recent edition of Best's Insurance Reports, and shall be made payable, in case of loss, to Mortgagee. Upon Mortgagee's request, Mortgagors shall provide Mortgagee with evidence of Mortgagor's compliance with the obligations of this paragraph. In default thereof, Mortgagee may procure such insurance and pay the premiums thereon.

(b) In case of loss, Mortgagee is authorized and empowered at its option to collect and receive the proceeds from any such policy and, after deducting from such insurance proceeds any expenses incurred by it in the collection or handlng thereof, to apply the net proceeds, at its election, either to the restoration of the property damaged or as a credit on any portion of the unpaid balance of said Note whether then matured or to mature in the future.

5. Payment of Rents and Charges. Mortgagors shall pay all rents, fees or charges now due or to become due under the terms of each lease, permit, allotment, license and privilege from the United States or the State of Wyoming, or any department or other agency of either, hereinabove transferred; and, to perform and observe every act, covenant, condition and other agreement necessary to keep each of the same in good standing as required by the terms thereof and by the rules and regulations applicable thereto; and, on the expiration of the term of each of the same, to apply for, and to take every necessary step to secure the reissue, renewal or extension of the same; and, to assign, waive, pledge or endorse to the Mortgagee each of the same hereafter issued, extended or renewed. In default thereof, Mortgagee may pay such rents, fees or charges.

6. Maintenance of Improvements; Good Farming Practices. Mortgagors shall keep all buildings and improvements which now are

or hereafter shall be erected upon the Property in good condition and repair, and the land in a high state of cultivation and production; shall neither remove or demolish any building, nor alter or impair the design or structural character of any building or improvement now existing or which may be erected hereafter upon the Property unless Mortgagee shall first consent thereto in writing. Mortgagors agree to observe at all times the best practices as to seed selection, crop rotation, weed control, fertilizing the soil, drainage, prevention of erosion, and pasture maintenance, and to adopt approved scientific practices and methods which have been demonstrated to be practical to the end that the fertility, productivity and worth of the Property will be increased from year to year. Mortgagors shall not permit any waste on the Property. Should Mortgagee fail to perform any act required of Mortgagors hereunder, Mortgagee may, at its option, make advisable or necessary repairs or remedy any waste, or do any other acts which from the character or use of the Property may be reasonably necessary; and Mortgagee, acting through its employees, agents or attorneys, is hereby authorized to enter upon and take possession of the Property for such purposes.

7. Reimbursement of Mortgagee. Mortgagors shall pay Mortgagee, immediately and without demand, all sums which Mortgagee shall pay or expend pursuant to the provisions of this Mortgage, including the cost of any title evidence and reasonable attorney's fees, together with interest thereon from date of expenditure until paid at the rate of eighteen (18%) percent per annum, and if not so paid by Mortgagors, all sums may, at Mortgagee's option, be added to the debt and secured hereby.

8. Inspection. Mortgagee, by any authorized agent or employee, may enter upon and inspect the Property at any reasonable time.

9. Condemnation. The net proceeds of any judgment, award or settlement in any condemnation or other proceeding for any damage to the Property, buildings or other fixtures thereon shall be paid to the Mortgagee and shall, at its option, either be applied as a credit on any portion of the unpaid balance of said Note, whether then matured or to mature in the future, or be released to Mortgagors.

10. Irrigable Lands. If Mortgagors are or become the owners of irrigable lands subject to and in excess of the land limitation provisions of the Federal Reclamation Laws, and pursuant to the provisions thereof are required to designate part thereof as non-excess and part as excess lands, Mortgagors agrees to designate the irrigable lands on the Property, or so much thereof as

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may be so designated within said limitation provisions, as non-excess lands.

11. Partial Release. The Mortgagee may at any time, without notice, release portions of the Property from the lien of this Mortgage without affecting the personal liability of any person for the payment of said Note or the lien of this Mortgage upon the remainder of the Property for the full amount of said Note then remaining unpaid.

12. Subrogation. Mortgagee shall be subrogated to the lien, notwithstanding its release of record, of any prior mortgage or other encumbrance on the Property or of any vendor's lien paid or discharged from the proceeds of said Note.

13. Assignment of Rents and Profits. Mortgagors absolutely and irrevocably assign to Mortgagee the rents, issues and profits of the Property, and all of the right, title and interest of the Mortgagors in and under all leases and reantal agreements now or hereafter affecting said Property are hereby assigned and transferred to Mortgagee. So long as no default exists in the payment of said Note or in the keeping and performance of Mortgagor's covenants hereunder, Mortgagors may collect and retain the currently accruing rents, issues and profits as they accrue, but in no event in advance of their normal accrual date. In the event, however, of any such default, Mortgagors hereby expressly and irrevocably authorize and empower the Mortgagee, its agents or attorneys, at its election and without notice to Mortgagors, and as the appointed agent of Mortgagors, to:

(a) Take immediate possession of and maintain full control and management over the Property;

(b) Oust tenants for nonpayment of rent;

(c) Lease all or any part of the Property on such terms as Mortgagee may deem advisable;

(d) Make alterations or repairs which Mortgagee may deem advisable;

(e) Receive all rents and other income from the Property and issue receipts therefor. Out of the amount or amounts so received, Mortgagee shall pay the necessary operating expenses, including a reasonable charge for managing the Property, and shall then apply the net balance remaining in such manner as it, in its sole discretion, deems advisable upon any sums, advances or any other portion of the indebtedness secured hereby, and

then render any overplus to Mortgagee. Mortgagee shall be accountable only to the extent that such rents and income are actually collected.

The exercise of the above rights shall in no manner affect, impair, restrict, delay or retard the Mortgagee's right to foreclose this Mortgage in case of default.

14. Default. If default be made in the payment of said Note or any part thereof or of any interest thereon or in the keeping and performance of any of the covenants hereunder, or any other instrument securing said Note, the entire debt secured hereby shall, at the election of the Mortgagee and without notice, become immediately due and payable and this mortgage may be foreclosed.

15. Remedies. In the event of any foreclosure hereof:

(a) The Mortgagors shall pay all costs and expenses thereof, including the cost of any title evidence and reasonable attorney's fees, which sums, if not paid before suit is commenced, may, at Mortgagee's option, be added to the debt and secured hereby;

(b) The plaintiff therein shall be entitled to the appointment of a receiver to collect and receive the rents, issues and profits from the Property and to exercise such other powers as the court may confer from the time suit is filed until the right of redemption expires. Mortgagors further agree that a receiver may be appointed without regard to the adequacy of the security for the indebtedness or the solvency of Mortgagors or the presence of waste or danger of loss or destruction of the Property.

(c) In any decree of foreclosure entered therein, the Property, together with all water, water rights or ditch rights and any shares of stock evidencing any such water or ditch rights, may be ordered sold en masse, or as one lot or parcel, at the option of the Mortgagee.

16. Governing Law. This Mortgage and the Note secured hereby shall be governed and construed according to the laws of the State of Wyoming.

17. Rules of Construction. The word "mortgagor" shall, where there is more than one mortgagor, be construed as plural, and be binding equally on all mortgagors; the word "mortgagee"

shall be construed as including any lawful holder hereof; and both the words "mortgagors" and "mortgagee" shall be construed as including the heirs, executors, administrators, successors and assigns of each.

18. Perfection of Water Rights. In the event of any default on the part of Mortgagors to perfect any existing or future water right or permit, appurtenant to the Property, into a complete appropriation, then and in that event the Mortgagee is hereby authorized to prosecute and perfect such right or permit so that the same may ripen into a complete appropriation.

19. Additional Grounds for Default. In the event the Mortgagors fail to proceed with due diligence in perfecting any existing or future water right or permit into a complete appropriation as heretofore mentioned, or, if in the opinion of said Mortgagee, the Mortgagors are not proceeding with due diligence in perfecting said water right or permit into a complete appropriation, then and in that event the entire debt secured hereby shall at the election of the the Mortgagee and without notice, become immediately due and payable and this Mortgage may be foreclosed, or the Mortgagee shall have the right to proceed in perfecting any water right or permit into a complete appropriation as set out in paragraph 18 above, or both.

20. Transfer of Property.

a. This loan is personal to Mortgagors and not assignable. In making it, Mortgagee has relied on Mortgagors' credit, Mortgagors' interest in the Property, and financial market conditions at the time this loan is made. If the Mortgagors, or any successor in interest of Mortgagors, transfer or contract to transfer title to or possession of all or part of the Property, by deed, contract of sale, lease or similar agreement without the prior written consent of the Mortgagee, the Mortgagee may declare the entire balance of the loan immediately due and payable.

b. Mortgagee will waive its rights under subparagraph 20 a. if the following conditions are met: (1) The credit of the proposed transferee is satisfactory to Mortgagee; (2) the proposed transferee shall assume full personal liability for payment and performance of the Note, this Mortgage and other security instruments; (3) a charge for administrative costs is paid to Mortgagee; (4) at Mortgagee's option, the Note Rate (as defined in the Note) is increased by not more than two (2%) percent (the amount of the increase shall be determined solely by Mortgagee); and (5) if a water right, permit or contract is appurtenant to or related to the Property transferred, such water rights are assigned to the proposed transferee, and such assignment does not adversely affect any such water rights, permit or

contract or any of the Property. Without limiting the generality or effect of the foregoing, waiver by Mortgagee of its right to accelerate the loan upon any transfer or contract to transfer, or to require satisfaction of the conditions set forth in this subparagraph 20 b. shall not be deemed a waiver by Mortgagee of its right to accelerate the loan upon any other transfer or contract to transfer or of its right upon such transfer or contract to transfer to require satisfaction of the conditions set forth above in this subparagraph.

c. In the event of an increase in the Note Rate pursuant to the terms of this Mortgage or otherwise, the Mortgagee may, at its option, increase the periodic payments required under the Note so that the secured debt will be paid in full by the maturity date of this Mortgage.

d. The assumption of this Mortgage and the Note secured hereby shall not release Mortgagors or any successor in interest from personal liability for payment and performance of the terms and conditions of this Mortgage or the Note secured hereby.

e. For the purpose of, and without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Mortgagee's prior written consent, shall be deemed to be a transfer of title to the Property:

(1) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in all or any part of the legal and/or equitable title to the Property;

(2) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any share of the stock of the Mortgagors;

(3) Any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any general partnership interest in Mortgagors;

(4) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, 25% or more of all limited partnership interests in Mortgagors; or

(5) Any conveyance, grant or other transfer of the legal and/or equitable title to the Property which occurs by operation of law, by trustees in bankruptcy, receivers or estate administrators or executors, or by or through a bankruptcy court.

Any consent by the Mortgagee, or any waiver of an event of default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this paragraph.

21. Taxation of Mortgage. Upon the enactment after this date of any state or federal law imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest in the Property, or the manner of collection of taxes, so as to effect this Mortgage or the debt secured hereby or the Mortgagors then, and in such event, the entire unpaid balance of the Note shall, at the option of Mortgagee, be immediately due and payable, and this Mortgaged may be foreclosed, provided that if any such law should be enacted and if permitted by such law, Mortgagors shall pay to Mortgagee forthwith upon demand the full amount of any costs, expenses or taxes incurred by or imposed upon Mortgagee as a result of such law, it being the intent of the parties that the full financial impact of such law be borned by the Mortgagors in lieu of acceleration of the entire indebtedness evidenced by the Note.

22. Irrigation Water. In the event the Property is receiving irrigation water under the provisions of Federal Reclamation Laws, the Mortgagors covenant that none of the lands herein mortgaged are "excess lands" or "formerly excess lands" under the Federal Reclamation Law and/or rules and regulations promulgated by the Secretary of Interior. The Mortgagors further covenant, on behalf of themselves, their heirs, assigns and successors, to comply with all Federal Reclamation Laws and such rules and regulations and requirements adopted by the Secretary of Interior so as to enable the Mortgagors, their heirs, assigns and successors to be eligible for the continued delivery of irrigation water to the lands herein mortgaged.

23. Waiver by Non-Obligated Persons. Notwithstanding any other provision of this Mortgage, any person who executes this Mortgage, but not the Note secured hereby, or who executes the Note with a disclaimer of personal liability, shall have no personal liability on the Note or for any deficiency judgment which may be obtained upon foreclosure. Such persons jointly and severally waive presentment, demand, protest and all notices and agree that Mortgagee, without notice to them or their consent, and upon such terms as Mortgagee may deem advisable, and without affecting in any way Mortgagee's rights hereunder, may:

a. Extend, release, surrender, exchange, compromise, discharge or modify any right or obligation secured by or provided by this Mortgage or any other instrument securing this loan, or

b. Take any other action which Mortgagee may deem reasonably appropriate to protect its security interest in the Property.

24. Community Property. Any mortgagor who is a married person and who executes both the Note and this Mortgage expressly agrees that recourse may be had against his or her separate property for any deficiency due after sale of the Property hereunder, but without hereby creating any lien or charge thereon. If the Mortgagor, who is a married person, executes this Mortgage, but not the Note secured hereby, it is understood that this shall not be construed, of itself, as any evidence whether or not such Mortgagor has in fact any interest in the Property, or expects to acquire any interest therein. Such Mortgagor executes this Mortgage solely to protect the Mortgagee in the event such Mortgagor does in fact now have, or should later acquire, by any means whatsoever, an interest in the Property.

25. Payment of Costs and Fees. In any suit to foreclose this Mortgage, or in any suit or proceeding in which Mortgagee is obliged to defend or protect the lien hereof, or in which Mortgagee is a party and the Property or any part thereof is the subject matter thereof, including but not limited to suits to quiet title or for condemnation or partition of the whole or part of said Property, or any interest therein, Mortgagors agree to pay to Mortgagee all costs and a reasonable sum as attorneys' fees, including all such costs and reasonable attorneys' fees incurred in any appeal to any appellate court, and further agree to pay such reasonable costs of searching records and abstracting the same as may necessarily be incurred in foreclosing this Mortgage or defending the same, or participating in any suit or proceeding above referred to, which sum shall be secured hereby and included in any decree of foreclosure. In the absence of any such suit or proceeding and in case of default, Mortgagors agree to pay such necessary expenses, including reasonable attorneys' fees, incurred by Mortgagee in making collection of delinquent payments or curing any other default.

26. Deficiency Judgment. The Mortgagors hereby expressly consent to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of the Property.

27. Lease and Contract Vendee Provisions. Mortgagors shall perform all the terms and conditions on Mortgagor's part to be performed in any existing or future lease or contract for purchase covering all or a portion of the Property with respect to which lease or contract Mortgagors are, respectively, lessors, lessees or contract vendees. Mortgagors will not, without prior written consent of the Mortgagee, terminate, cancel, or accept the surrender of or suffer or permit the termination, cancellation, or surrender of such contract or lease, except upon the expiration of the lease term thereof or payment in full of the contract price thereof, or materially modify or alter, or suffer

or permit the material modification of such lease or contract. Mortgagors shall not enter into any lease as lessor for a term in excess of one year of all or any portion of the Property without prior written consent of the Mortgagee.

28. Full Payment. Upon full payment of all indebtedness secured hereby and performance of all the covenants herein contained, this Mortgage shall be void and a good and sufficient release be executed and delivered by Mortgagee; otherwise to be and remain in full force and effect.

29. Business Purpose. The loan evidence by the Note and secured by this Mortgage is a business loan transacted solely for the purpose of carrying on Mortgagor's business.

30. Notices. Except as otherwise provided in this Mortgage, all notices and consents required or permitted under this Mortgage shall be in writing and may be telexed, cabled, delivered by hand, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Mortgagors:
Fear Ranches Incorporated
P. O. Box 787
Big Piney, Wyoming 83113

If to Mortgagee:
The Travelers Insurance Company
4 Orinda Way, Suite 200A
Orinda, CA 94563

Changes in the respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this paragraph shall be deemed to have been given on the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

31. Federal Rangelands and Improvements Thereon. In addition to the Property described in Exhibit "A" and the 2,781.10 acres of State Lands leased from the State of Wyoming, which leases are separately assigned to the Company as additional security for the note secured hereby, Mortgagors hold grazing privileges from the United States of America under the Taylor Grazing Act for approximately 10,300 AUM's. To the extent permitted by federal law and regulations, Mortgagor's rights and privileges with respect thereto shall constitute additional security for the Note. In order to include said federal range and the improvements thereon as part of the security, Mortgagor

shall, with respect to said federal range and the improvements thereof, and the permits related thereto:

(a) Keep all such permits in full force and effect by paying all sums due thereunder, complying with all the terms and conditions thereof and all laws, rules and regulations applicable thereto, and apply for all renewals and extensions thereof until the Note hereby secured is paid in full. Mortgagor may withhold payment of any rents, fees or charges under the terms of each lease, permit, license, allotment and privilege from the United States in connection with a good faith dispute over obligation to pay or may contest its obligation to perform and observe every act, ocvenant, condition or other agreement pertaining to such agreements or rules and regulations applicable thereto, so long as Mortgagee's interest in the Property is not jeopardized. In default thereof, Mortgagee may, at its option, declare the entire balance of the mortgage debt immediately due and payable and foreclose this mortgage and any collateral assignments of leases or may remedy any such default and pay any sums due on account of said permit and all such sums shall immediately be due and payable and shall, with interest at the rate of 18 percent (18%) per annum from the date of payment until repaid, be secured hereby.

(b) Upon foreclosure and sale of the lands described above, title to the improvements on Federal lands, together with Mortgagor's right to be paid the reasonable value thereof, shall pass free of all encumbrances other than those of the United States, to the purchaser at such sale, and the Mortgagee is hereby authorized to execute, in behalf of the Mortgagor, a bill of sale for such improvements.

(c) Mortgagor shall execute such additional instruments as Mortgagee determines to be necessary to perfect Mortgagee's security interest in

the federal range land, the improvements located thereon and the permits related thereto.

DATED as of this 15th day of June, 1984.

FEAR RANCHES INCORPORATED,
a Colorado corporation

By Kenneth M. Fear, Sr.
Kenneth M. Fear, Sr.
President

By Kenneth M. Fear Jr
Kenneth M. Fear, Jr.
Vice President and Secretary-Treasurer



Kenneth M. Fear, Sr.
Kenneth M. Fear, Sr.

Mardell Fear
Mardell Fear

Kenneth M. Fear Jr
Kenneth M. Fear, Jr.

Mary Fear
Mary Fear

12.1 - MORTGAGE

STATE OF WYOMING)
) ss.
County of SUBLETTE)

The foregoing instrument was acknowledged before me by KENNETH M. FEAR, SR., as President, and KENNETH M. FEAR, JR., as Vice President and Secretary-Treasurer, of FEAR RANCHES INCORPORATED, a Colorado corporation, this 25 day of June, 1984.

WITNESS my hand and official seal.

Edwin R Adams
Notary Public for State of Wyoming
My commission expires: 28 JULY 1984

STATE OF WYOMING)
) ss.
County of SUBLETTE)

The foregoing instrument was acknowledged before me by KENNETH M. FEAR, SR. and MARDELL FEAR, husband and wife, this 25 day of June, 1984.

WITNESS my hand and official seal.

Edwin R Adams
Notary Public for State of Wyoming
My commission expires: 28 JULY 1984

STATE OF WYOMING)
) ss.
County of SUBLETTE)

The foregoing instrument was acknowledged before me by KENNETH M. FEAR, JR. and MARY FEAR, husband and wife, this 25 day of June, 1984.

WITNESS my hand and official seal.

Edwin R. Adams
Notary Public for State of Wyoming
My commission expires: 28 JULY 1984

EXHIBIT "A"

TOWNSHIP 28 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 5 : Lots 2 and 3, S½NW¼, W½SW¼;
Section 6 : Lots 9 and 10, S½NE¼, SE¼, SE¼SW¼;
Section 7 : Lots 1, 2, 3 and 4, E½W½, E½ (All of Section);
Section 18 : Lots 1, 2, 3 and 4, N½NE¼, W½SE¼NE¼, N½NE¼SE¼NE¼, E½W½, SW¼NE¼;
Section 19 : Lot 1, NW¼NE¼NW¼;

TOWNSHIP 28 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

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, 6, 7, 8, 9, 12 and 13, SW¼SE¼;
Section 24 : Lots 1, 2, 3, 7, 8, 9, 11 and 12, SW¼SE¼, SE¼SW¼;
Section 25 : Lots 2 and 5, W½ Lot 1, NW¼NE¼, N½SW¼NE¼, SW¼SW¼NE¼, N½NW¼, SE¼NW¼, N½NE¼SW¼, SW¼NE¼SW¼;
Section 26 : Lots 1 and 7;

TOWNSHIP 29 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 3 : Lots 10, 11, 12, 13 and 16;
Section 4 : Lot 6;
Section 5 : Lots 2, 3 and 4, SW¼NE¼, S½NW¼, SW¼, W½SE¼;
Section 6 : THAT PART OF THE E½SE¼ lying easterly and northerly of the northeasterly right-of-way line of Highway 189 as the same is recorded in the Office of the Wyoming State Highway Department;
Section 8 : E½, E½NW¼, SE¼SW¼, NW¼NW¼, SW¼NW¼, NE¼SW¼ EXCEPTING THEREFROM THOSE PARTS OF SAID NW¼NW¼ conveyed to the United States of America, and its assigns in Warranty Deed recorded June 8, 1964 in Book 12 of Deeds, page 284 and in Warranty Deed recorded December 3, 1979 in Book 21 of Deeds, page 366; AND EXCEPTING THEREFROM THOSE PARTS OF SAID SW¼NW¼ conveyed to the United States of America, and its assigns in Warranty Deed recorded June 8, 1964 in Book 12 of Deeds, page 284, in Warranty Deed recorded December 3, 1979 in Book 21 of Deeds, page 366 AND EXCEPTING THEREFROM THAT PART OF SAID SW¼NW¼ included within the Gopher Ridge Industrial Park Subdivision recorded August 3, 1982 in Book 40 of Misc., page 579; AND EXCEPTING, ALSO, THEREFROM, THAT PART OF SAID NE¼SW¼ included within the conveyance to Robert G. Daniels in Warranty Deed recorded November 4, 1983 in Book 24 of Deeds, page 553;
Section 9 : Lots 1, 2, 3, 4, 5, 6, 7 and 8, SE¼NE¼, W½NW¼, N½SW¼, SW¼SW¼;
Section 33 : SE¼SE¼;
Section 34 : W½SW¼;

TOWNSHIP 32 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 7 : Lots 4 and 5, NW¼SE¼, S½SE¼, NE¼SW¼;
Section 8 : SW¼SW¼;

Continued

TOWNSHIP 32 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 8 : Lots 1 and 2, S½NE¼, SE¼NW¼, NE¼SE¼, N½SW¼;
Section 9 : Lots 3 and 4, S½NW¼, NW¼SW¼;
Section 10 : S½SE¼;
Section 11 : Lots 8*, 9* and 10*, N½S½, SW¼SW¼ *According to a Government Resurvey;
Section 12 : Lots 1, 2, 7* and 8*, N½S½ *According to a Government Resurvey;
Section 15 : NW¼NE¼, E½NW¼, SW¼NW¼, NW¼SW¼;
Section 20 : NE¼NE¼, S½NE¼, N½SE¼, SW¼SE¼;
Section 21 : NW¼NE¼, NW¼, NW¼SW¼;

TOWNSHIP 32 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 13 : SW¼SE¼, SE¼SW¼:
Section 21 : SE¼NE¼, E½SE¼;
Section 22 : S½N½, N½S½;
Section 23 : S½N½, S½;
Section 24 : NW¼NW¼NE¼, W½;
Section 25 : N½NW¼, SW¼NW¼;
Section 26 : NE¼, NE¼NW¼, S½NW¼, NW¼SE¼, N½SW¼;
Section 27 : N½SE¼, SW¼SE¼, N½SW¼, SE¼SW¼;
Section 28 : E½NE¼, NE¼SE¼;
Section 30 : Lots 3 and 4, E½SW¼;

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

Section 34 : S½NE¼, SE¼;
Section 35 : SW¼.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE GREEN RIVER AND COTTONWOOD CREEKS.

EXHIBIT "B"

IRRIGATION WATER RIGHTS

FEAR RANCHES INCORPORATED - APP. NO. P-615

Attached is the irrigation water rights information regarding the security in the captioned application.

R.L. Johnson

HOME PLACE

ITEM	PERMIT	SOURCE OF WATER	TRIB OF	DITCH	DATE PRIORITY	AMOUNT OF APPROPRIATION	ACRES	DATE OF APPRORIATION
1	Terr-Proof 4,156	Middle Piney	Green River	Sirron	4-17-02	1.21 CFS	85 AC.	Spring '83
2	Terr-Proof 5,414	Middle Piney	Green River	Bannock	1-14-05	0.54 CFS	39 AC.	June '87
3	Terr-Proof 4,250	South Piney	Green River	Kanab	4-17-03	2.25 CFS	158 AC.	'86
4	822 Enl. Proof-13,196	South Piney	Green River	Enl. Merrill	11-20-14	3.36 CFS	235 AC.	4-24-02
5	11,079 Proof 13,198	South Piney	Green River	O'Neil	11-20-14	5.35 CFS	375 AC.	11-23-11
6	3,035 Enl. Proof 14,562	South Piney	Green River	Enl. Merrill	11-15-16	0.60 CFS	42 AC.	4-8-14
7	1,896 Proof 4,271	South Piney	Green River	Merrill	4-11-03	3.29 CFS	730 AC.	6-23-98
8	Terr-Proof 4,249	South Piney	Green River	Oman	4-11-17	0.63 CFS	44 AC.	1886
9	Terr-Proof 4,252	South Piney	Green River	Tarter	4-17-03	2.28 CFS	160 AC.	5-'87
10	23,294 Proof TFN 20 3/239	South Piney	Green River	Midmermac	10-30-69	6.30 CFS	430.90 orig. 10.00 S.S.	10-1-72
11	6,334 Enl. Proof 31,608	South Piney	Green River	Enl. Bannock	10-6-76	0.06 CFS	4 AC.	11-3-69
12	6,333 Enl. Proof 31,607	South Piney	Green River	Enl. Sirron	10-6-76	0.09 CFS	6 AC.	11-3-69
13	6,332 Enl. Proof 31,606	South Piney	Green River	Enl. Reardon	10-6-76	1.36 CFS	95 AC.	11-3-69
14	23,294 Proof 31,605	South Piney	Green River	Midmermac	10-6-76	3.38 CFS	265 orig. 10 S.S.	11-3-69

REARDON PLACE

ITEM	PERMIT	SOURCE OF WATER	TRIB OF	DITCH	DATE PRIORITY	AMOUNT OF APPROPRIATION	ACRES	DATE OF APPROPRIATION
1	1,447 Enl. Proof 8,389	Green River	Colo. River	Enl. Landers	11-16-16	2.10 CFS	203.51 AC.	10-9-05
2	1,453 Enl. Proof 8,388	Green River	Colo. River	Enl. Linceum	11-16-16	0.29 CFS	20 AC.	10-20-05
3	1,708 Enl. Proof 14,636	Green River	Colo. River	Landers	4-13-17	8.86 CFS	619.98 AC.	11-12-06
4	2,029 Proof 5,448	Green River	Colo. River	Lincecum	11-16-16	2.89 CFS	272 AC.	1-19-99
5	2,029 Proof 5,448	Green River	Colo. River	Lincecum	11-16-16	2.17 CFS	152 AC.	1-19-99
6	2,029 Proof 5,448	Green River	Colo. River	Lincecum	11-16-16	4.41 CFS	309 AC.	1-19-99
7	11,138 Proof 25,326	Green River	Colo. River	Highline Canal	5-5-55	0.26 CFS	18 AC.	1-17-12
8	11,138 Proof 25,325	Green River	Colo. River	Highline Canal	5-5-55	0.81 CFS	57 AC.	1-17-12
9	607 Enl. Proof 5,453	Green River	Colo. River	Lincecum	11-16-16	1.31 CFS	92 AC.	12-22-00
10	5,773 Proof 6,587	Green River	Colo. River	Facile	11-16-16	1.03 CFS	72 AC.	1-9-04
11	3,632 Enl. Proof 17,227	Green River	Colo. River	Enl. Facile	11-22-21	3.07 CFS	215 AC.	5-3-21
12	6,417 Enl.	Green River	Colo. River	Highline Canal	8-19-68	13.01 CFS	910.48 AC.	8-31-78

CLEVE BELL PLACE

ITEM	PERMIT	SOURCE OF WATER	TRIB OF	DITCH	PRIORITY DATE	AMOUNT OF APPROPRIATION	ACRES	DATE OF APPROPRIATION
a	1,033 Enl-Proof 9,294	So. Cottonwood Creek	Green River	Enl. Ray	1-20-09	3.65 CFS	256 Ac.	4-30-03
b	3,696, Proof 5,519	Spring Trib. Cottonwood	Green River	Ray #2	1-14-05	0.55 CFS	40 AC.	1-30-02
c	3,424, Proof 5,484	South Cottonwood Creek	Cottonwood Crk. -Trib-Green River	Ray #1	1-14-05	7.55 CRS	528.0 Ac.	9-14-01

MUDDY CREEK PLACE

ITEM	PERMIT	SOURCE OF WATER	TRIB OF	DITCH	DATE PRIORITY	AMOUNT OF APPROPRIATION	ACRES	DATE OF APPROPRIATION
a*	3,696 Proof 5,519	Spring	Cottonwood Crk. Trib. Green River	Ray #2	1-14-05	0.55 CFS	40 AC.	1-30-02
b	5,503 Proof 6,649	Muddy Crk.	Green River	Barr	11-17-06	1.18 CFS	83 AC.	5-20-03
c	2,828 Enl. Proof 14,565	Muddy Crk.	Green River	Enl. Barr	11-15-16	1.93 CFS	135 AC.	6-23-13
d	14,156 Proof 16,356	Muddy Crk.	Green River	Todd # 1	11-21-19	1.74 CFS	122 AC.	6-5-16
e	14,259 Proof 16,354	Muddy Crk.	Green River	Erickson #1	11-21-19	2.02 CFS	142 AC	7-26-16
f	4,302 Enl. Proof 18,234	Muddy Crk.	Green River	Enl. Barr	11-27-23	0.88 CFS	62 AC.	7-5-22
g	5,078 Enl. Proof 22,106	Muddy Crk.	Green River	Enl. Todd #2	11-10-38	0.77 CFS	54 AC.	1-5-36
h	18,742 Proof 21,924	Muddy Crk.	Green River	Kahus #1	4-20-38	1.33 CFS	95 AC.	7-5-56
i	18,743 Proof 21,925	Muddy Crk.	Green River	Kahus #2	4-20-38	0.28 CFS	20 AC.	7-3-56
j	14,260 Proof 16,355	Muddy Crk.	Green River	Erickson #2	11-21-19	0.77 CFS	55 AC.	7-26-16
k	14,157 Proof 16,357	Muddy Crk.	Green River	Todd #2	11-21-19	1.24 CFS	87 AC.	6-5-16

* SEE CLEVE BELL PLACE - ITEM "b"

BELL & BEECHER PLACE

ITEM	PERMIT	SOURCE OF WATER	TRIB OF	DITCH	PRIORITY DATE	AMOUNT OF APPROPRIATION	ACRES	DATE OF APPROPRIATION
a	12,093,Proof 15,209	Little Cottonwood Creek	Cottonwood Crk. Trib.-Greenriver	Little Cottonwood	11-30-17	4.21 CFS	295 Ac.	10-18-13
b	15,135,Proof 16,522	Camp Creek	Little Cottonwood Trib.-So.Cottonwood Crk.	Bell #1	11-23-20	1.61 CFS	113 Ac.	7-15-18
c	15,136,Proof 16,523	Camp Creek	Little Cottonwood Trib.-So. Cottonwood Crk.-Trib	Bell #2	11-23-20	0.74 CFS	52 Ac.	7-15-18
d	15,137,Proof 16,524	Camp Creek	Little Cottonwood Trib.-So. Cottonwood Crk.-Trib	Bell #3	11-23-20	0.38 CFS	27 Ac.	7-15-18
e	3,917 ENL-Proof 16,525	Little Cottonwood	So. Cottonwood Trib. - Cotton- wood - Trib. Green River	Enl. Little Cottonwood	11-23-20	0.77 CFS	55 Ac.	7-15-18
f	21,322,Proof 26,402	Camp Creek	Little Cottonwood Trib. of Cottonwood - Trib. of Green River	Agropyron	7-14-60	0.64 CFS	45 Ac.	7-07-53
g	21,322,Proof 27,326	Camp Creek	Little Cottonwood Trib. of Cottonwood - Trib. of Green River	Agropyron	2-19-53	0.09 CFS	6 Ac.	7-07-53
h	21,323,Proof 25,560	Camp Creek	Little Cottonwood Trib. of Cottonwood - Trib. of Green River	Humpy	5-09-53	1.00 CFS	70 Ac.	7-07-53
i	21,323,Proof 25,560	Camp Creek	Little Cottonwood Trib. of Cottonwood - Trib. of Green River	Humpy	5-13-56	0.84 CFS	59 Ac.	7-07-53
j	21,323,Proof 27,327	Camp Creek	Little Cottonwood Trib. of Cottonwood - Trib. of Green River	Humpy	2-19-65	1.54 CFS	108 Ac.	7-07-53
k	21,275,Proof 26,139	Little Cottonwood Creek	So. Cottonwood Creek Trib of Cottonwood Creek Trib. of Green River	Big Foot	5-06-59	1.17 CFS	82 Ac.	9-08-53
l	21,275,Proof 26,198	Little Cottonwood Creek	So. Cottonwood Creek Trib of Cottonwood Creek Trib. of Green River	Big Foot	7-10-59	0.84 CFS	58.8 Ac.	9-08-53
m	19,701,Proof 23,431	Little Cottonwood Creek	So. Cottonwood Creek Trib of Cottonwood Creek Trib. of Green River	Upperlittle Cottonwood	3-08-43	0.77 CFS	54 Ac.	10-08-41

PAGE 1

BELL & BEECHER PLACE

ITEM	PERMIT	SOURCE OF WATER	TRIB OF	DITCH	DATE PROPERTY	AMOUNT OF APPROPRIATION	ACRES	DATE OF APPROPRIATION
n	19,700, Proof 23,432	Beecher Creek	So. Cottonwood Trib. of Cottonwood Creek - Trib. of Green River	Beecher Crk.	3-08-43	0.16 CFS	11.04 Ac.	10-08-41

PAGE 2

EXHIBIT "C"

Application No. P-615

STATEMENT OF PERMIT OR LICENSE TO GRAZE ON THE FEDERAL RANGE
OR LEASE OF PUBLIC LAND

Steve Laster Range Manager
Grazing District No. Pinedale Resource Area - BLM
Pinedale, Wy. 82941
(Address)

FEAR RANCHES INCORPORATED of BIG PINEY, WYOMING
has submitted an application for a loan from The Travelers Insurance Company, offering as security the following described property:

We understand that FEAR RANCHES INCORPORATED has certain grazing privileges on the Federal Range which are used in connection with this property. In order that due consideration may be given to the effect of the use of these grazing privileges on the property, will you please complete the questionnaire below and return it to us.

R.L. JOHNSON
P.O. BOX 432
BOZEMAN, MONTANA 59715
(Address)

11-1-83
(Date)

1. Name of Permittee (Licensee): Fear Ranches, Inc.

2. Please give the following information as it applies only to the base property being offered as security for the loan:

Contract Number	Acres*	License** or Permit	Kind of Livestock	No. of Head	Season of Use	Expiration Date	Pct. on Federal Range
see	attachment						

Total grazing privileges on above not to exceed ____ animal months feed.
see table of AUMs on attachment.

3. Is any part of grazing privileges based on water no ? If so, describe each water source and attached grazing privilege.

*If private allotment.
**Distinquish between Class 1 and Class 2 and emergency or temporary.
Use separate sheet for additional information; identify by number.

(OVER)

L-6083 New 11-59 Printed in U.S.A.

4. Class of base property. If different portions of base property have different classifications, please so specify, showing number of AUM's attached to each.

N/A

5. Indicate any portions of permit (license) under non-use. Give reasons and period non-use will be allowed. To improve range condition, various parts of permit in Non-use.
Non-use not to exceed 2 consecutive fee years.

6. If the permittee (licensee) is in any way in default, or the grazing regulations have been violated so as to affect his (her) grazing privileges, please give full facts respecting same.

N/A

If a regular permit has not been issued, please give the following information:

N/A

a. Is the issuance of a permit contemplated?
b. What requirements have to be met before a permit can be issued?

c. Are there any other conditions upon which the issuance of a permit may depend?

d. Can you state whether the regular permit will be for the same number of AUM's as that provided by the present license?

If not, for what number will it be?

8. Section 15 leases in conjunction with this unit:

Serial No.	Term From	To	Acres	Sec.	Tp.	Rg.	Rent Per Acre
N/A · Sec. 3 permit							

Remarks: (On Section 15 leases or any free use of Public Domain, comment on history of use, expected permanency, and probabilities if and when adjudicated.)

9. List any improvements owned by this applicant that are located on the Federal Range and used in the operation of this unit:

Kind	Location	Value	Section 4 Permit
Fences	approx. 36 miles scattered	*	yes
Corral & Cabin	Camp Creek Ind.		yes

10. State whether permittee's (licensee's) or lessee's allotment is fenced and is for his individual use.
All allotments are fenced and are for individual use.

11. Remarks:
* Avg. cost for new fence construction for BLM 1982 : $2,500 - 3,000 / mile

11-1-83
Date

Steve R Laster
Range Manager

Number ~~Contract~~ Number	[redacted] Acres*	License** or Permit	Kind of Livestock	No. of [redacted] Head	Season of Use	Expiration Date	Prt. on [redacted] ral Range
1. 4432	2611	Sec. 3 Prmt.	Cattle	2056	5/11 - 6/30	2/28/89	100
2. 4432	5370			535	7/1 - 10/15		
3. 4432	3180			285	7/16 - 9/30		
4. 4432	1350			102	7/1 - 9/30		
5. 4432	1358			316	10/1 - 10/15		
6. 4432	950			39	7/1 - 10/15		
7. 4432	7239			341	5/10 - 7/9		
8. 4432	140			19	8/1 - 10/15		
9. 4432	160			105	5/11 - 5/31		
10. 4432	3676		Horses	40	5/1 - 10/31		
1. 4433	2393		Cattle	172	5/16 - 9/15		
2. 4433	3573			449	5/15 - 6/14		

Note: Above chart is broken down by allotments in following order:

	Total AUMs	Suspended	Active
1. Bench Corral Ind.	6851	3423	3428
2. Upper Muddy Ind.	1874	0	1874
3. Camp Creek Ind.	715	0	715
4. Beecher Ind.	306	0	306
5. School Section Ind.	362	204	158
6. Johnson-Huhtah Ind.	255	119	136
7. Muleshoe Ind.	1490	807	683
8. Warren Bridge Ind.	48	0	48
9. Horse Cr. Pasture #1	74	0	74
10. Horse Cr. Pasture #2	700	460	240
11. Spade Ind.	688	0	688
12. Horse Cr. — Ryegrass	816	367	449

	Total AUM's	Suspended AUM's	Active AUM's
Allotments 1 through 6	10,363	3,746	6,617

EXHIBIT "D"

STATE LEASES

FEAR RANCHES INCORPORATED- APP. NO. P-615

		AC	AUM'S
1.	LEASE #3-7242. TERM 3/1/78 to 3/1/87.		
	TWP.32N, RNG.112W.		
	Sec. 16: All.	640.00	83
	Sec. 36: All.	640.00	95
	TWP.32N, RNG.113W.		
	Sec. 8: SE¼SE¼.	40.00	11
	Sec. 9: Lot 1 (NE¼NE¼), Lot 2 (NW¼NE¼), NE¼SW¼, S½SW¼, SE¼, S½NE¼.	382.90	105
	Sec. 10: Lot 3 (NE¼NW¼), Lot 4 (NW¼NW¼), S½NW¼, N½SW¼.	180.73	49
	Sec. 17: N½NE¼.	80.00	23
	Total - Lease #3-7242	1,963.63	366
2.	LEASE #3-7727. TERM 3/1/79 to 3/1/89.		
	TWP.32N, RNG.113W.		
	Sec. 16: All.	640.00	293
3.	LEASE #3-8209. TERM 3/1/80 to 3/1/90.		
	TWP.29N, RNG.111W.		
	Sec. 16: Lot 1 (NW¼NE¼), Lot 4 (SW¼NE¼), Lot 5 (SE¼NE¼), Lot 6 (NE¼SE¼), Lot 9 (SE¼SE¼), NE¼NE¼.	177.47	117
TOTAL STATE LEASE		2,781.10	776

Copies of the above leases are attached. We will file a Conditional Assignment of the land described above. A blank Conditional Assignment of State Land Lease form is attached for the Orinda office.

State Lease #3-7242 attached contains more land than will be in our Assignment. We will file only on the land described above.

State Lease #3-7727 attached involves the same land described above.

State Lease #3-8209 attached involves more land than will be in our Assignment. We will file only on the land described above.

The 1984 cost is $1,280.40 (776 AUM's x $1.65/AUM).

The filing fee for the Assignment is $10 to be paid by The Travelers.

R. L. Johnson

[redacted] SUBORDINATIO[redacted]ORTGAGE [redacted]

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, Fear Ranches, Inc., a Colorado corporation executed a Mortgage dated June 29, 1982, and recorded July 22, 1982 in Book 38 of Mortgages at Page 217, of the records of the County of Sublette, State of Wyoming, for the use of THE COLORADO NATIONAL BANK OF DENVER, which Mortgage is a lien against the property described therein, and legally described as:

See Attached Exhibit "A" incorporated herein by reference

County of Sublette, State of Wyoming

WHEREAS, Fear Ranches, Inc. has requested The Travelers Insurance Company to make a loan secured by a Mortgage on said property, which The Travelers Insurance Company is willing to do, provided his Mortgage shall be a first lien against the property and

WHEREAS, Fear Ranches, Inc., the owners of said property, has requested THE COLORADO NATIONAL BANK OF DENVER to subordinate the lien of its Mortgage above described to the lien of the Mortgage for the use of The Travelers Insurance Company, hereinafter described.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration the receipt whereof is hereby acknowledged, the undersigned hereby agrees that the lien of its Mortgage above described shall be and hereby is made subordinate, secondary, and subject to the lien of the Mortgage executed by Fear Ranches, Inc. dated June 15, 1984, and recorded on the 10th day of July, 1984, in Book 42 Mtge Page 157 of the records of the County of Sublette, State of Wyoming, which Mortgage is for the use of The Travelers Insurance Company.

Dated this 5th day of July, 1984.

Attest: C. Pierce
ASSISTANT CASHIER

THE COLORADO NATIONAL BANK OF DENVER

By: Dennis L. Kuntz title AVP

State of Colorado)
) ss.
County of Denver)

The foregoing instrument was acknowledged before me this 5th day of July, 1984, as the free act and deed of The Colorado National Bank of Denver, By Dennis L. Kuntz, Assistant Vice President, Attest C. Pierce, Assistant Cashier

Witness my hand and official seal.

My commission expires May 21, 1988.

Merry Lee Rodgers

PO Box 5168
Denver, Colorado 80202

20[illegible]

RECORDED July 10, 1984 4:01 P.M.
IN BOOK 42 Mtg PAGE 184
FEES 20.50 Loren Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

Record and return to: The Colorado National Bank of Denver
PO Box 5168
Denver, Colorado 80202

Attn: Merry Lee Rodgers - 2nd Floor

Township 29 North, Range 111 West of the 6th P.M.

Section 3 - Lots 10, 11, 12, 13 and 16;
Section 4 - Lot 6;
Section 5 - Lots 2, 3, 4, S/2 NW/4, SW/4 NE/4, W/2 SE/4, SW/4;
Section 6 - All that portion of the E/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 SW/4, SE/4 NE/4, Lots 1, 2, 3, 4, 5, 6, 7 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 20.3 acres, more or less;
Section 21 - N/2 NW/4, Lots 3, 8, 9, 10, 11 and 12;
Section 28 - S/2 NW/4, N/2 SW/4, SW/4 SW/4, Lots 2, 3, 4, 8 and 9;
Section 33 - 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, NE/4;

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;

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;

[redacted]ship 32 North, Range [redacted]st of the 6th P.M.

114

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;

Sublette County, Wyoming

'87

Rel. Book 14, Pg. 643

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GEORGE E. CASKEY and JANE CASKEY

mortgagor s, of Phelps, Vilas County, State of Wisconsin, to secure the payment of Fifteen Thousand and No/100 - - - - - - - - - - - - - - Dollars, due 8/10/89 with interest from 8/13/79 at the rate of twelve(12%) per cent per annum, payable monthly ~~annually~~ included in payment evidenced by one promissory note, of even date herewith, payable in 120 monthly payments of $215.21 which include interest, first payment due 9/10/79

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 No. Eleven (11), Redstone Upper Green River Subdivision as the same appears on the plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, containing ten (10) acres, more or less, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
SUBJECT TO prior mineral reservations of record.

This is a second mortgage and subject to the first mortgage between the parties dated 8/18/77, recorded 8/29/77, in Book 29 of Mortgages, page 261.

202274

RECORDED July 11 1984 2:00 P M
IN BOOK 42 Mtg PAGE 187
FEES $6.00 Laura J. Jahr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

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

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

Dated this 13th day of August A. D. 19 79.

In the presence of

George E. Caskey

Jane Caskey

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by George E. Caskey and Jane Caskey,

this 19th day of August, 1979.

Witness my hand and official seal.

Signature
Notary Public

Title of Officer

My Commission Expires: June 4, 1982

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

158

EXTENSION AGREEMENT

This Extension Agreement dated as of the 1st day of May, 1984, between The Jackson State Bank, a Wyoming banking corporation, hereinafter referred to as "Bank", and Harry C. Barker and Margaret S. Barker, husband and wife, hereinafter referred to as "Borrowers".

WHEREAS, Bank and Borrower have entered into an extension agreement dated May 1, 1984, providing for an extension of the sums due Bank in accordance with the promissory note dated July 29, 1983, providing for a maturity date of May 1, 1984, which note has been extended to May 1, 1985.

WHEREAS, the parties desire to extend the maturity date of the mortgage securing said promissory note.

NOW, THEREFORE, the parties covenant and agree as follows:

That the maturity date of the promissory note and the mortgage hereinafter listed is hereby extended to May 1, 1985, to be paid in accordance with the terms of the promissory note and the extension agreement referred to above. The morgage extended is more particularly described as follows:

Mortgage dated July 29, 1983, from Lawrence B. Hartnet, Trustee of the Harry C. Barker InterVivos Trust Agreement and The Margaret S. Barker Inter-Vivos Trust Agreement, dated January 16, 1978, to the Bank, recorded August 4, 1983 in Book 142 of Photo pages 588-593, Teton County, Wyoming; and recorded August 17, 1983, in Book 40 Mortgage, page 242, Sublette County, Wyoming.

DATED as of the day and year first above written.

Recorded 7-3 1984 at 12:00 o'clock P M
in Book 155 of photos Page 174-175
No 252871
V. Jolynn Coonce County Clerk
By Virginia Blair Deputy

LAWRENCE B. HARTNET, as Trustee of
The Harry C. Barker InterVivos Trust
and The Margaret S. Barker InterVivos
Trust

THE JACKSON STATE BANK

ATTEST: Paul Martin 1st VP
Cal Boroff V.P.

BY: Richard W. Martin
RICHARD W. MARTIN
First Vice President

202283

RECORDED July 12 1984 8:00 A M
IN BOOK 42 Mtg PAGE 189
FEES $ 6.00 Lou J Yeske COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

RECORDED
COMPARED
INDEXED ✓
ABSTRACTED ✓

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged by Lawrence B. Hartnet, Trustee of The Harry C. Barker InterVivos Trust and The Margaret S. Barker InterVivos Trust, before me this 26th day of June, 1984.

WITNESS my hand and official seal.

[illegible]

My commission expires:

Michelle M. Maxwell
NOTARY PUBLIC

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged by Richard W. Martin, First Vice President of The Jackson State Bank before me this 26th day of June, 1984.

WITNESS my hand and official seal.

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

My commission expires:

Mary Kay Johnson
NOTARY PUBLIC

Rlse Mtg. Book 13, Page 133
2-17-56

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harold L. Brause, a single man

herein designated as Mortgagor, of Big Piney , County of Sublette , State of Wyoming , to secure the payment of the principal sum of Twenty one thousand and NO/100---------- Dollars ($ 20,000.00 with interest as evidenced by a promissory note dated July 5, 1984 herewith to the order of

First Wyoming Bank N.A.-Big Piney
440 Budd Avenue
Big Piney, WY 83113

, hereinafter designated Mortgagee, principal and interest payable in One (1) installments of $20,000.00+interest on the day of each [illegible] any balance of principal or interest remaining unpaid shall be due with the installment on October 3, 1984 hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 1, 2, 3, and 4, Block 51, Marbleton Townsite, Sublette Counts, Wyoming.

This mortagage is given to secure the borrowings of A&B Signs Inc. as evidenced by that certain promissory note of even date and like amount and payable to First Wyoming Bank N.A.-Big Piney, including all renewals and extentions thereof.

Mortgagor expressly covenants that its obligation to the Morgagee shall not be assumed by any other party and that Mortgagor shall remain the sole obligor until said obligation if fully paid.

202294

RECORDED July 12 1984 8:00 AM
IN BOOK 42 Mtg PAGE 191
FEES $8.00 Dan J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Bruce

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 wife of the said 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 s hereunto set his hand(s) this day of 5th of July , 1984

In the presence of— Harold L. Brause

Harold L. Brause

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 5th day of July 19 84, before me personally appeared Harold L. Brause to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notary seal, this 5th day of July , A. D. 19 84

(Seal)

My commission expires
September 1, 1985

Notary Public.

[redacted]GAGE DEED

[redacted] (Month, Day, Year) ne 21, 1984 [redacted]

Mortgagor(s) Name(s) and Address(es)	Galen R. & Amy L. Eiden 2255 Millage Drive P.O. Box 663 Big Piney, WY 83113	**Mortgagee Name and Address**	Kustom-Kraft Exteriors, Inc. P.O. Box 1644 Rapid City, SD 57709

To secure payment of a Home Improvement Consumer Credit Sale Agreement of even date from Mortgagor to Mortgagee, with a Total of Payments of $ 6800.00, the undersigned (all, if more than one) ("Mortgagor") hereby mortgages to Mortgagee the following described real estate together with all improvements thereon situated in Wyoming, County of Sublette

That part of lot 1 of the Millage Heights Addition to the town of Big Piney of record in the office of the Clerk of Sublette County in book 16 of miscellaneous, on page 386 lying and being in the westerly portion of said lot 1 and part of the SW quarter of the NW quarter of Section 36, Township 30 N, Range 112 W, Sublette County, Wyoming described as follows; beginning at the NW corner of said lot 1 on the southerly right of way line of state highway 350 and identical with a corner of Millage Lane; thence N 87° 57 minutes E, 76.8 ' along said right of way line identical with the N lines of said lot 1 to a corner; thence S 1° 49 minutes E, 200.0' to a corner on the S line of lot 1 and on the northerly right of way line to the SW corner of said lot 1; thence N 2° 3 minutes W, 200.0' along the W line of said lot 1 identical to the easterly right of way line of said Millage Lane to the corner of beginning. Encompassing an area of 0.351 acres; more or less together with a right of ingress and egress for all purposes across the lands described in book 17 of miscellaneous on page 374, the extention of Millage Lane. Together with all appurtenances and improvements thereto. Subject to all easements and right of ways of record or in use.

202302

RECORDED July 12 19 84 2:00 PM
IN BOOK 42 Mtg PAGE 194
FEES $6.00 Lois J Yoder COUNTY CLERK
[illegible], WYOMING
by Dorothy M Collins

As used herein, "Mortgagee" includes both the Mortgagee listed herein and any assignee of Mortgagee if this mortgage deed is assigned.

If the Mortgagor shall fully pay according to its terms the indebtedness hereby secured then this mortgage shall become null and void.

Mortgagor agrees to pay all taxes, liens and assessments that may accrue against the above described property. Mortgagor also agrees to maintain insurance in such form and amount in Mortgagee's favor as may be satisfactory to the Mortgagee and in default thereof Mortgagee may effect said insurance in its own name but is not obligated to do so. The insurance premium paid shall be an additional lien on said property and be secured by the contract. Mortgagor shall repay such sums so paid and all expenses so incurred by the Mortgagee, and in default of making such repayments the whole amount secured if not then due shall, if Mortgagee so elects, become due and payable forthwith as the law allows, anything herein contained to the contrary notwithstanding.

If Mortgagor defaults in complying with the terms of the contract secured hereby or breaches any covenant contained herein, then the unpaid balance shall at once become due and collectible, at the option of the Mortgagee, without notice or demand. On such default this mortgage may be foreclosed by action or advertisement once a week for four weeks as provided by law and this paragraph shall be deemed as authorizing foreclosure by power of sale. Mortgagor will pay all reasonable expenses incurred by Mortgagee in foreclosing on this mortgage, including, if this mortgage is referred to an attorney not a salaried employee of Mortgagee, a reasonable attorney's fee actually incurred.

Mortgagor and Mortgagor's spouse hereby waive any rights of homestead and all other exemptions under Wyoming law.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Galen R. Eiden

Amy L. Eiden

STATE OF WYOMING
COUNTY OF Sublette } SS:

The foregoing instrument was acknowledged before me by Galen R. & Amy L. Eiden

this 3rd day of July, 1984.

Witness my hand and official seal.

Notary Public

Taryn Rock
Notary Public
County of Sublette
State of Wyoming
My Commission Expires June 9, 1986

My Commission Expires 6/9/1986

Wyoming HIP-HSA Supp. Doc.
Form 050-2280 9/82

Released Bk. 14 Rel. Pg. 361

195

ASSIGNMENT OF MORTGAGE DEED

Know All Men By These Presents, that Kustom-Kraft Exteriors, Inc. party of the first part, in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration to (me-us-it) in hand paid by, First Federa Savings & Loan Association, 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 Mortgage Deed bearing date the 21st day of June, 19 84, and made by Kustom-Kraft Exteriors, Inc. in favor of Galen R. & Amy L. Eiden and conveying the following described property:

That part of lot 1 of the Millage Heights Addition to the town of Big Piney of record in the office of the Clerk of Sublette County in book 16 of miscellaneous, on page 386 lying and being in the westerly portion of said lot 1 and part of the SW quarter of the NW quarter of Section 36, Township 30 N, Range 112 W, Sublette County, Wyoming described as follows; beginning at the NW corner of said lot 1 on the southerly right of way line of state hiway 350 and identical with a corner of Millage Lane; thence N 87° 57 minutes E, 76.8' along said right of way line identical with the N lines of said lot 1 to a corner; thence S 1° 49 minutes E, 200.0' to a corner on the S line of lot 1 and on the northerly right of way line to the SW corner of said lot 1; thence N 2° 3 minutes W, 200.0' along the W line of said lot 1 identical to the easterly right of way line of said Millage Lane to the corner of beginning. Encompassing an area of 0.351 acres, more or less together with a right of ingress and egress for all purposes across the lands described in book 17 of miscellaneous on page 374, the extention of Millage Lane. Together with all appurtenances and improvements thereto. Subject to all easements and right of ways of record or in use.

in Sublette County, State of Wyoming and which said Mortgage Deed was recorded in the office of the County Clerk of said County of Sublette on the 12th day of July, 19 84, in book 42, at page 194, together with the contract and obligation therein described, with the interest.

To have and to hold the same unto the said party of the second part, its executors, administrators, successors or assigns, subject to the provisos in the said Mortgage Deed contained.

In Witness Whereof, (I-we) have hereunto set (my-our) hand(s) this 9th day of July, 19 84.

Kustom-Kraft Exteriors, Inc.

John Walker, President

Acknowledgment By Individual, Corporation With Seal and Partnership

STATE OF ~~WYOMING~~ South Dakota
COUNTY OF Pennington } SS:

The foregoing instrument was acknowledged before me by John Walker

this 9th day of July, 19 84.

Witness my hand and official seal.

Linda S. Porth
Notary Public

My Commission Expires: 10-31-91

Acknowledgment By Corporation With No Seal

STATE OF WYOMING
COUNTY OF _____ } SS:

The foregoing instrument was acknowledged before me by _____

this _____ day of _____, 19 ___.

_____, a corporation, has no corporate seal.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

MORTGAGE [redacted] ORM NO. 4½ [redacted] THE MILLS COMPA[redacted] 1302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN A. BLAHA and EDITH SUSAN BLAHA, husband and wife,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Thirty Thousand and N0/100 ($30,000.00) Dollars, due 7/1/95 with interest from 7/1/84 at the rate of nine (9%) per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, payable in the sum of $3,000.00 per year principal, plus accrued interest thereon at the rate of 9% per annum; first said payment due 7/1/85 and on the 1st day of each July thereafter until paid in full, do hereby mortgage to FLOYD E. BOUSMAN and MARGARET J. BOUSMAN, husband and wife, mortgagee, whose address is Boulder, Wyoming 82923 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 32 North, Range 108 West of the 6th Principal Meridian,
Section 12, Southeast Quarter Southeast Quarter Southeast Quarter (SE¼SE¼SE¼),
Sublette County, Wyoming as the same appears on the official plat thereof
as filed in the office of the County Clerk and Ex-Officio Register of
Deeds, Sublette County, Wyoming;
TOGETHER WITH all buildings, fences and improvements situate thereon
or appurtenant thereto, with all water and water rights, ditch and ditch
rights, and reservoir and reservoir rights situate thereon or appurtenant
thereto;
SUBJECT TO: restrictions and reservations contained in United States
patents or of record and to easements and rights of way of record or
in use; and
SUBJECT TO: prior mineral reservations of record.

202319

RECORDED July 13 19 84 3:30 P M
IN BOOK 42 Mortgages PAGE 196
FEES $6.00 Lisa J Epke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 day of July A. D. 19 84.

In the presence of

JOHN A. BLAHA
John A. Blaha
Edith Susan Blaha
EDITH SUSAN BLAHA

Released BK 17 Rel @ Pg 111 196

State of WYOMING }
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by John A. Blaha and Edith Susan Blaha, ,

this 13th day of July, 1984.

Witness my hand and official seal.

Signature County Clerk
Notary Public
Title of Officer

My Commission Expires: Jan 5, 1987

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]RTGAGE DEED

[redacted] (Month, Day, Year) [redacted]

June 22, 1984

Mortgagor(s) Name(s) and Address(es)	Patrick W. & Wanda E. Lindgren P.O. Box 61 Big Piney, WY 83113	**Mortgagee Name and Address**	Kustom-Kraft Exteriors, Inc. P.O. Box 1644 Rapid City, SD 57709

To secure payment of a Home Improvement Consumer Credit Sale Agreement of even date from Mortgagor to Mortgagee, with a Total of Payments of $ 9898.00, the undersigned (all, if more than one) ("Mortgagor") hereby mortgages to Mortgagee the following described real estate together with all improvements thereon situated in Wyoming, County of SUBLETTE

SW quarter of the NW quarter of Section 13, Township 30 N, Range 111 W of the 6th PM Sublette County, Wyoming.

202324

RECORDED July 16 1984 8:00 AM
IN BOOK 42 Mtg PAGE 198
FEES $6.00 Lou Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

As used herein, "Mortgagee" includes both the Mortgagee listed herein and any assignee of Mortgagee if this mortgage deed is assigned.

If the Mortgagor shall fully pay according to its terms the indebtedness hereby secured then this mortgage shall become null and void.

Mortgagor agrees to pay all taxes, liens and assessments that may accrue against the above described property. Mortgagor also agrees to maintain insurance in such form and amount in Mortgagee's favor as may be satisfactory to the Mortgagee and in default thereof Mortgagee may effect said insurance in its own name but is not obligated to do so. The insurance premium paid shall be an additional lien on said property and be secured by the contract. Mortgagor shall repay such sums so paid and all expenses so incurred by the Mortgagee, and in default of making such repayments the whole amount secured if not then due shall, if Mortgagee so elects, become due and payable forthwith as the law allows, anything herein contained to the contrary notwithstanding.

If Mortgagor defaults in complying with the terms of the contract secured hereby or breaches any covenant contained herein, then the unpaid balance shall at once become due and collectible, at the option of the Mortgagee, without notice or demand. On such default this mortgage may be foreclosed by action or advertisement once a week for four weeks as provided by law and this paragraph shall be deemed as authorizing foreclosure by power of sale. Mortgagor will pay all reasonable expenses incurred by Mortgagee in foreclosing on this mortgage, including, if this mortgage is referred to an attorney not a salaried employee of Mortgagee, a reasonable attorney's fee actually incurred.

Mortgagor and Mortgagor's spouse hereby waive any rights of homestead and all other exemptions under Wyoming law.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Patrick W Lindgren

Wanda E Lindgren

STATE OF WYOMING
COUNTY OF Sublette } SS:

The foregoing instrument was acknowledged before me by Patrick W. and Wanda E. Lindgren this 16th day of July, 1984.

Witness my hand and official seal.

NOTARY PUBLIC

Kathleen A Lenz
Notary Public

My Commission Expires: January 10, 1987

Wyoming HIP-HSA Supp. Doc.
Form 050-2280 9/82

Released Bk. 14 Rel. @ pg. 561

1/98

199

ASSIGNMENT OF MORTGAGE DEED

Know All Men By These Presents, that Kustom-Kraft Exteriors, Inc. party of the first part, in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration to (me-us-it) in hand paid by First Federal Savings & Loan Association, 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 Mortgage Deed bearing date the 22nd day of June, 19 84, and made by Kustom-Kraft Exteriors, Inc. in favor of Patrick W & Wanda E Lindgren and conveying the following described property:

SW quarter of the NW quarter of Section 13, Township 30 N, Range 111 W of the 6th PM Sublette County, WY.

in Sublette County, State of Wyoming and which said Mortgage Deed was recorded in the office of the County Clerk of said County of _____ on the _____ day of _____, 19 ____, in book _____, at page _____, together with the contract and obligation therein described, with the interest.

To have and to hold the same unto the said party of the second part, its executors, administrators, successors or assigns, subject to the provisos in the said Mortgage Deed contained.

In Witness Whereof, (I-we) have hereunto set (my-our) hand(s) this 13th day of July, 19 84.

Kustom-Kraft Exteriors, Inc.

John Walker, President

Acknowledgment By Individual, Corporation With Seal and Partnership

STATE OF ~~WYOMING~~ South Dakota
COUNTY OF Pennington } SS:

The foregoing instrument was acknowledged before me by John Walker this 13th day of July, 19 84.

Witness my hand and official seal.

Linda S. Porth
Notary Public

My Commission Expires: October 31, 1991

Acknowledgment By Corporation With No Seal

STATE OF WYOMING
COUNTY OF _____ } SS:

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 19 ____, _____, a corporation, has no corporate seal.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HERMAN A. GENETTI and IMOGENE GENETTI, husband and wife, Rt. 2, Box 11, mortgagors of Pinedale, Sublette County, State of Wyoming, to secure the payment of Ten Thousand Five Hundred and No/100 ($10,500.00) Dollars, due and payable as follows:

(a) $5,500.00 principal, together with interest thereon at the rate of 16% per annum from 5/16/84, is payable on 5/15/85.

(b) $5,000.00 principal, together with interest thereon at the rate of 16% per annum from 6/25/84, is payable on 6/25/85.

(c) Both of the abovedescribed payments are evidenced by promissory notes dated 5/16/84 and of even date herewith respectively;

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tract 33 of the Tyler Subdivision, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming:
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights-of-way of record or in use; and
SUBJECT TO: prior mineral reservations of record

RECORDED July 16 1984 AT 11:00 AM
IN BOOK 42 OF Misc PAGE 200
FEES $4.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Shirley McClure COUNTY CLERK
By Marie Deputy

20346

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 their fair market value 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 all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 12th day of July, 1984.

Herman A. Genetti
HERMAN A. GENETTI

Imogene Genetti
IMOGENE GENETTI

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by HERMAN A. GENETTI and IMOGENE GENETTI this 12th day of July, 1984.
Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: June 4, 1986

200

Rlsd Bk 12 Pg 657
14 Pg 495

201 Rel. Rel 12 1297664

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Danny L. Oswald and Lynda I. Oswald
Husband and Wife
herein designated as Mortgagor, of Daniel, County of
Sublette, State of Wyoming, to secure the payment of the principal
sum of Twenty thousand and no/100---------- Dollars ($20,000.00)
with interest as evidenced by a promissory note dated July 3, 1984 herewith to the order of

First Wyoming Bank, N.A.- Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

, hereinafter designated Mortgagee, principal and
interest payable in 72 installments of $ 450.52 each on the 3rd day of each
month, beginning on the 3rd day of August, 19 84, each installment to be applied
first to interest, and the balance to be applied to principal, any balance of principal or interest remaining unpaid
shall be due with the last installment on 07/03/90
hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette
County, State of Wyoming, to wit:
TRACT 43 OF THE TYLER SUBDIVISION, SUBLETTE COUNTY, WYOMING.

This mortgage is given to secure the borrowings of Danny L. Oswald and Lynda I. Oswald as evidenced by that certain promissory note of even date and like amount , payable to First Wyoming Bank,N.A. Big Piney, including all renewals and extensions thereof.

Morgagor expressly covenants that its obligation to the Mortgagee shall not be assumed by any other party and that the Mortgagor shall remain the sole obligor until said obligation is fully paid.

202363

RECORDED July 17 1984 8:00 AM
IN BOOK 43 Misc PAGE 201
FEES $ Lois Lee Oyler COUNTY CLERK
SUBLETTE COUNTY CLERK

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:

JUL 1 1984

REL-061 (1-76)

[redacted] [redacted] [redacted]

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 Lynda I. Oswald wife of the said Danny L. Oswald 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 day of 3rd of July , 1984.

In the presence of—

Danny L Oswald

Lynda Oswald

THE STATE OF WYOMING
COUNTY OF Sublette } ss:

On this 3rd day of July 1984, before me personally appeared Danny L. Oswald and Lynda Oswald to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notary seal, this 3rd day of July , A. D. 1984

(Seal)

My commission expires
September 1, 1985

Notary Public.

MORTGAGE

THIS MORTGAGE, made this 11th **day of** July, **19**84, **between**
Robert E. Clark, Jr. and Aune R. Clark, 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 Thirteen Thousand Five Hundred and No/100

($13,500.00---) **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:**

Lots 15, 16, 17 and 18 of the Clark's Acres Subdivision, Sublette County, Wyoming, together with all improvements thereon, excepting any and all right, title and interest of the State of Wyoming within the boundaries of Pine Creek;

202369

RECORDED July 17 1984 11:00 AM
IN BOOK 42 Misc PAGE 204
FEES $6.00 Joan G. Blake COUNTY CLERK
SUBLETTE COUNTY CLERK J Stanley

Released BK. 14 Rel. & pg. 562 2004

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 Thirteen Thousand Five Hundred 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.

Robert E. Clark Jr.

Aune R. Clark

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sweetwater } ss.

On this 11th day of July, 1984, before me personally appeared

Robert E. Clark, Jr. and Aune R. Clark, husband and wife,

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

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

My commission expires: May 24, 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 persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of homestead.

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

My commission expires:

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of, 19, before me personally appeared

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

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

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of, 19, before me personally appeared

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

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

My commission expires:

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Released BC 13 RLS Pg 572

MORTGAGE

THIS MORTGAGE is made this 13th day of JULY 19 84, between the Mortgagor, JOHN D. HAEHN and MISTRAL J. HAEHN husband and wife (herein "Borrower"), and the Mortgagee, FCA MORTGAGE CORPORATION, a corporation organized and existing under the laws of UTAH, whose address is 1935 East Vine Street #200, SLC Utah 84121 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY FOUR THOUSAND DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 01, 1999;

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

Lot 42 of the Tyler Second Subdivision, Sublette County, Wyoming, according to that plat of record in the office of the County Clerk, Sublette County, Wyoming.

202360

RECORDED July 18 1984 11:00 A M
IN BOOK 42 Misc PAGE 207
FEES $10.00 Lois J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

which has the address of 20 Hawken Lane [Street] Pinedale [City],
Wyoming 82941 [State and Zip Code] (herein "Property Address");

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

Borrower covenants that Borrower is lawfully 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in 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.

Mistral J. Haehn —Borrower

John D. Haehn
by Mistral J. Haehn Att'y in fact —Borrower

STATE OF WYOMING, Teton County ss:

The foregoing instrument was acknowledged before me this July 13, 1984 (date) by

Mistral J. Haehn who acknowledged to be attorney-in-fact for John D. Haehn
(person acknowledging)

My Commission expires: 9-12-87

Laurie Stoker
Notary Public

LAURIE STOKER NOTARY PUBLIC TETON COUNTY WYOMING

(Space Below This Line Reserved For Lender and Recorder)

211

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the FCA MORTGAGE CORPORATION, a Corporation organized and existing under the laws of the United States of America, of Salt Lake City, Utah, the Mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its rights, title and interest in and to said mortgage, which was given to said mortgagee by JOHN D. HAEHN and MISTRAL J. HAEHN husband and wife, and appears recorded in Book 42 of mortgages, beginning on Page 207 in the office of the County Clerk of Sublette COunty, Wyoming, and which covers property described as follows:

Lot 42 of the Tyler Second Subdivision Sublette County, Wyoming, according to that plat of record in the office of the County Clerk, Sublette County, Wyoming.

208331

RECORDED July 18 1984 11:00 AM
IN BOOK 42 Mtg PAGE 211
FEES $4.00 Lavon J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

TOGETHER WITH the note or notes secured thereby, unto the FCA MORTGAGE CORPORATION - AMERICAN SAVINGS AND LOAN ASSOCIATION and unto its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

IN WITNESS WHEREOF, the FCA MORTGAGE CORPORATION, has hereunto caused its corporate name to be subscribed by its Vice President, duly attested by its corporate seal to be hereunto affixed, pursuant to due authority thereunto given, this 13th day of July, 1984.

FCA MORTGAGE CORPORATION

BY: Gerradina J. Gray
GERRADINA J. GRAY

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 13th day of July, 1984, before me appeared GERRADINA J. GRAY of FCA MORTGAGE CORPORATION, Salt Lake City, Utah, a corporation, to me personally known, who being by me duly sworn, did say that he is the Vice President respectively of the FCA MORTGAGE CORPORATION, and that the seal affirmed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation purusant to due authority thereunto given and said officer acknowledged said instrument to be the free act and deed of said corporation.

Diana Brookens
NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires 8/21/86

202405

RECORDED July 19 1984 8:04 M
IN BOOK 42 Mtg PAGE 212
FEES $12.00 Lana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

MORTGAGE AND ASSIGNMENT OF PRODUCTION

PART I

Stovall Oil Company, P. O. Box 2331, Casper, Wyoming 82602 hereinafter called "Borrower", to secure payment of the indebtedness hereinafter more fully described, does hereby mortgage and warrant to FIRST INTERSTATE BANK OF CASPER, N.A., P. O. Box 40, Casper, Wyoming 82602, hereinafter called "Lender", all of the right, title and interest, including leasehold, working interest and mineral ownership, the production therefrom and the proceeds thereof, in and under, allocated or attributable to, or produced from those certain oil and gas leases more particularly described on Exhibit "A" hereto attached and by this reference made a part hereof.

TO HAVE AND TO HOLD, all and singular, the said leasehold, working interest, and mineral ownership, the production therefrom or the proceeds thereof to said First Interstate Bank of Casper, N.A., its successors and assigns and to its own use and behoof forever.

This mortgage is given to secure payment of loan evidenced by promissory note of even date herewith given by Borrower to Lender, in the amount of --Four Hundred Seventy Five Thousand and No/100 Dollars ($475,000.00)-- due and payable at maturity bearing interest at the rate of 3% over the prime rate as announced by First Interstate Bank of California, adjusted at time of announcement, from the date hereof, payable $9,300.00 per month, including interest, which schedule of payments is particularly set forth in the note which this mortgage secures and to which reference is hereby made for all purposes.

In case default shall be made in the payment of the above sum, or in payment of the interest thereon or any part of such principal or interest when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured, with the interst thereon, shall become due and payable and the Lender, its representatives or assigns, may proceed under and by virtue of the statutes of the State of Wyoming or otherwise pursuant to law to foreclose on and sell said property hereinabove described, and out of the proceeds of such sale Lender shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorney's fees. In case of any default whereby the right of foreclosure occurs hereunder, the said Lender shall at once become entitled to the possession, use and enjoyment of the property aforesaid and to the rents, issues and profits thereof from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, issues and profits shall at once be delivered to said Lender, and on refusal, the delivery of such possession, rents, issues and profits may be enforced by Lender by any appropriate civil suit or proceedings, including action or actions in ejectment or forcible entry or unlawful detainer, and Lender shall be entitled to a receiver for said property and of the rents, issues and profits thereof after any such default, including the time covered by foreclosure proceedings and the period of redemption and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Borrower or of the owner of said property and with regard to the value of said property of the sufficiency thereof to discharge the aforesaid indebtedness 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, and all rents, issues and profits, income and revenue of said property, including proceeds of production, shall be applied by such receiver according to law and the orders and directions of the Court.

Borrower shall cause payments to be made promptly as the same become due (or as to any thereof which are being contested in good faith, promptly after the final determination of such contest), of all taxes,

assessments and governmental charges lawfully levied or assessed or imposed upon the mortgaged property of Borrower, or any part thereof, or upon any income therefrom, including, without limitation, all ad valorem taxes (or taxes imposed in lieu thereof) assessed against the mortgaged property of Borrower, or any part thereof, and all production or severance taxes imposed or assessed with respect to or measured by or charged against the interest of Borrower in and to the property hereinabove described, and the proceeds of production attributable or allocated to such interest, and will maintain and preserve the lien created by Borrower by this instrument.

In case Borrower shall fail to pay taxes and assessments as above set forth, Lender may pay such taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

Borrower will, on request of Lender, promptly correct any defect, error or omission which may be discovered in the contents of this instrument or in the execution of acknowledgment hereof and will execute, acknowledge and deliver such further instruments and conveyances and do such further acts as may be necessary or as may be reasonably requested by Lender to carry out more effectively the purposes of this instrument to subject to the lien hereby created any of Borrower's properties, rights or interests covered or intended to be covered hereby, and to perfect and maintain such lien.

This instrument is executed and delivered to secure and enforce the indebtedness above described, or other indebtedness of Borrower arising pursuant to the provisions of this instrument, and all renewals or extensions in whole or in part of the note of Borrower described herein. All indebtedness hereunder shall be payable at the banking house of Lender in Casper, Natrona County, Wyoming.

Borrower will not create or assume or suffer to be created or assumed or to exist any mortgage, lien, pledge, charge or encumbrance of any kind upon the property hereinabove described, as security for or as a result of any indebtedness, except the lien hereby created.

PART II

Further to secure payment of the indebtedness hereinabove described, and any future advances as herein contemplated, Borrower hereby grants, bargains, sells, assigns, transfers, conveys and sets over to Lender, its successors and assigns, effective as of 7:00 A.M. April 4, 1984 all of the Borrower's right, title and interest in and to leasehold, working interest, mineral ownership and the production therefrom or the proceeds thereof attributable or allocated to the lands described in Part I hereof. All parties producing, purchasing, taking, processing or receiving any oil, gas or other hydrocarbons or having in their possession any oil, gas or other hydrocarbons or proceeds therefrom attributable to Borrower's interests in and to leasehold, working interest, mineral ownership or production therefrom or the proceeds thereof and described in Part I hereof, are authorized and directed by Borrower to treat and regard Lender as the assignee and transferree of Borrower and entitled in the place and stead of Borrower to receive said oil, gas and other hydrocarbon substances and such proceeds therefrom; and said parties, and each of them, shall be fully protected in so treating and regarding Lender as such owner and asignee and shall be under no obligation to see to the application by Lender of any such proceeds received by it. Borrower will execute and deliver any and all transfer orders, division orders or other instruments that may be requested by Lender or which may be required by any parties producing, purchasing, taking, processing or receiving oil, gas and other hydrocarbon substances attributable to Borrower's interests as above set forth for the purpose of effectuating the pledges and assignments hereby made by Borrower and the payment to Lender of the proceeds so assigned.

All moneys received by Lender by virtue of the assignment made by Borrower herein shall be held by Lender for the purpose of this instrument as further security for the payment of the note or notes of Borrower and

for the other purposes herein specified, and shall on the 30th day of each month hereafter during the term hereof and commencing June 30, 1984 be applied as follows: first, to the payment of all the interest accrued and unpaid upon the indebtedness secured hereby up to but not including the date of such application, and the balance of such proceeds from production, or the minimum monthly payment of principal specified in the promissory note delivered to Lender evidencing the indebtedness hereby secured, whichever shall be the lesser amount, to the payment of principal; provided, however that in no event shall monthly payment of principal due from Borrower to Lender be less than those payments provided in the promissory note given by Borrower to Lender and bearing this same date, and in the event the said proceeds of production attributable to Borrower's interest in the leasehold, working interest, mineral ownership, or the production therefrom or the proceeds thereof as aforesaid are not sufficient to pay said minimum monthly payments, Borrower shall nevertheless make such monthly minimum payments as provided in its promissory note to Lender of even date herewith. Should such monthly payments received by Lender be greater than necessary to discharge such indebtedness of Borrower, then Lender shall deposit such excess to the account of Borrower as now maintained by it with Lender. Lender shall have no responsibility to enforce collection of any proceeds so assigned and shall have no other responsibility in connection therewith, except to account for funds actually received.

PART III

GENERAL COVENANTS

If all indebtedness of Borrower secured hereby be paid, the leases, rights and interest, and the pledges and assignment of production hereby created and granted by Borrower to Lender, shall cease, determine and become wholly free and clear of the lien and assignment created hereby, and Lender, upon request of Borrower, shall forthwith cause satisfaction and discharge of this instrument to be executed and delivered to Borrower and Lender shall release said pledge and assignment of production and pay over to Borrower any moneys theretofore received by Lender by virtue of such pledge and assignment and not previously applied pursuant hereto.

Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the proceeds of such sale, together with any other sums then held by the Lender as part of the mortgaged property of Borrower, shall be applied as follows: (1) to the payment of all necessary costs and expenses incident to such sale and the enforcement of this instrument, including Lender's reasonable attorney's fees; (2) to the payment of the indebtedness secured hereby; and (3) the remainder, if any shall be paid to Borrower, its successors or assigns, or to whomsoever may be lawfully entitled to receive same, or as a Court of competent jurisdiction may direct.

EXECUTED this 4th day of April, 1984.

STOVALL OIL COMPANY

B. J. Stovall

Frances A. Stovall

FIRST INTERSTATE BANK OF CASPER, N.A.

ATTEST:

Kathryn M. Clark
Assistant Vice President

John A. Milliken
Vice President

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 4th day of April, 1984, by B. J. and Frances A. Stovall, Stovall Oil Company.

Witness my hand and official seal.

CONNIE HAUFFE NOTARY PUBLIC MY COMMISSION EXPIRES Aug. 8, 1987 Natrona County, Wyoming

Connie Hauffe
Notary Public

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

On this 4th day of April, 1984, before me appeared John A. Milliken, to me personally known, who, being by me duly sworn, did say that he is the Vice President of First Interstate Bank of Casper, N.A., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said John A. Milliken acknowledled said instrument to be free act and deed of said corporation.

Witness my hand and official seal.

CONNIE HAUFFE NOTARY PUBLIC MY COMMISSION EXPIRES Aug. 8, 1987 Natrona County, Wyoming

Connie Hauffe
Notary Public

STOVAL OIL COMPANY
Tax I.D. No. 462-28-3568
Exhibit "A"
April 5, 1984

Township 27, Range 111W
Sec. 17: SE
Sec. 21: NE, W2
Sec. 33: NWSW

Township 27N, Range 111W
Sec. 20: NE

Sublette County, Wyoming

MORTGAGE DEED—FORM NO. 4-A

217

THE MILLS COMPANY, SHERIDAN 154129

Rec'd B.13, P. 290

MORTGAGE

THIS MORTGAGE, made this 20th **day of** July, **19**84, **between** John A. Sulenta and Susan F. Sulenta, 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 Seventy Thousand and No/100 - - -

[redacted] [redacted] [redacted]

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

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

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

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

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Seventy 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.

John A. Sulenta

Susan F. Sulenta

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 20th day of July, 1984, before me personally appeared

John A. Sulenta and Susan F. Sulenta, husband and wife,

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

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

My commission expires: May 24, 1985

Lenora Gardner

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: _____

_____

_____

STATE OF WYOMING

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

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Dorothy B. McGuire, a single person

herein designated as Mortgagor, of 191 S. Franklin Avenue, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty Five Thousand Seven Hundred Ninety One Dollars and 00/100** Dollars ($ 45,791.00), with interest at the rate of Ten and one eighth per centum (10.125 %) per annum as evidenced by a promissory note of even date herewith to the order of

First Security Bank of Rock Springs

a corporation organized and existing under the laws of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Four Hundred Twenty Dollars and 18/100** Dollars ($ 420.18), commencing on the first day of September, 1984, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 2009, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 13, 14 and 15, Block 13, Pines Addition to the

Town of Pinedale, Sublette County, Wyoming

202457

RECORDED July 23 1984 11:00A M
IN BOOK 42 Mtg PAGE 220
FEES $12.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

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

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

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

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

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

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

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

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

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

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

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

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

14. SEE RIDERS (2) WHICH ARE ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE.

And the said n/a wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) has hereunto set her hand(s) this 17th day of July , 19 84

In the presence of—

Dorothy B. McGuire

Dorothy B. McGuire

THE STATE OF WYOMING)
) ss:
COUNTY OF SWEETWATER)

On this 17th day of July , 19 84 , before me personally appeared Dorothy B. McGuire, a single person to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notary seal, this 17th day of July , A.D. 19 84

[SEAL]

My commission expires 8-8-87

Donna M. Agar

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

GPO 897-598

WYOMING COMMUNITY DEVELOPMENT AUTHORITY
UNIFORM MORTGAGE RIDER
#1

As long as this mortgage is held by Wyoming Community Development Authority, Casper, Wyoming, the Lender may declare all sums secured by this mortgage to be immediately due and payable if:

(a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 103A(d) and (j)(2) of the Internal Revenue Code; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, except for targeted area residences, all as provided in Section 103A(e) and (j)(2) of the Internal Revenue Code (except that the language, "100 percent", shall be substitued for "90 percent or more" where the latter appears in Section 103A (a); or

(iii) at an acquisition cost which is greater than 110 percent (110%) of the average area purchase price (greater than 120 percent (120%) for targeted area residences), all as provided in Section 103A (f) and (j)(2) of the Internal Revenue Code; or

(iv) who has an income in excess of that established by the Wyoming Community Development Authority under its applicable regulations or program guidelines in effect on the date of the sale; or

(b) Borrower fails to occupy the property described in the mortgage without Lender's prior written consent; or

(c) Borrower omits or misrepresents a material fact in an application for this mortgage.

References are to the Internal Revenue Code in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

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 17th day of July, 1984.

Dorothy B. McGuire
Signature

Dorothy B. McGuire

Printed

Signature

Printed

MPP FORM # 209A

MORTGAGE RIDER #2

The Rider, dated the 17th day of July , 19 84 , amends the mortgage of even date by and between Dorothy B. McGuire, A Single Person , the mortgagor and First Security Bank of Rock Springs, the mortgagee, as follows:

1. Subsection (a) of Paragraph 2 is deleted.

2. Subsection (c)(I) of Paragraph 2 is deleted.

3. In the third sentence of Paragraph 3, the words "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" are deleted.

4. The fourth sentence of Paragraph 3 is amended by insertion of a period after ". . . then remaining unpaid under said note" and deletion of the remainder of the sentence.

5. Paragraph 10 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

Dated this 17th day of July, 19 84.

Dorothy B. McGuire

Dorothy B. McGuire

225

4

ASSIGNMENT OF MORTGAGE

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

Dorothy B. McGuire, a single person

and appears recorded in book 42 of mortgages, beginning on page 220 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOTS 13, 14 AND 15, BLOCK 13, PINES ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

202458

RECORDED July 23 1984 11:00 AM
IN BOOK 42 Mtg. PAGE 225
FEES $4.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

together with the note or notes secured thereby, to the

Wyoming Community Development Authority

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

Dated this 17 day of July, 19 84.

By George Stahla
Vice-President

Attest: Dolly Michaelis
Title Assistant Vice-President

STATE OF WYOMING
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by George Stahla

this 17 day of July, 19 84

Witness my hand and official seal.

My Commission expires: 8/8/87

Donna M. Ngai
Notary Public

Title of Officer

3/80

MORTGAGE [redacted] FORM NO. 4½ [redacted] THE KILLS CO [redacted] 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GEORGE COULTER and IRENE COULTER, husband and wife,

mortgagor S, of 10 Poplar Street Mt. Holly, Burlington County, State of New Jersey,08060, to secure the payment of

Five Thousand and N0/100 ($5,000.00) Dollars, due 7-20-89

with interest from 7-20-84 at the rate of eighteen(18%) per cent per annum, payable monthly ~~annually~~

evidenced by One (1) promissory note, of even date herewith, payable in 60 equal monthly payments of $126.97, which include interest at the rate of 18% per annum; first said payment due 8-20-84 and on the 20th day of each month thereafter until paid in full, do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

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

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

Tract Twenty-Six (26), Redstone Warren Bridge Subdivision, Second Filing, Sublette County, Wyoming as the same appears of record on the official map or plat thereof filed in the office of the Sublette 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 or of record and to easements and rights of way of record or in use; and SUBJECT TO: prior mineral reservations of record; and FURTHER SUBJECT TO: Protective Covenants Governing Redstone Warren Bridge Subdivision recorded May 11, 1973 in Book 28 of Miscellaneous, page 659 in the office of the Sublette County Clerk, State of Wyoming.

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

202468

RECORDED July 24 1984 8:00 A M
IN BOOK 42 Mtg PAGE 226
FEES $6.00 Lauri York 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 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 18th day of July A. D. 1984.

In the presence of

George Coulter
GEORGE COULTER

Irene Coulter
IRENE COULTER

Mtg Rlse 4-9-86
Book 13, Page 170

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by George Coulter and Irene Coulter,

, ,

this 18th day of July, 19 84.

Witness my hand and official seal.

Jan W. Taylor
Signature

Notary Public
Title of Officer

My Commission Expires: January 5, 1987

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, $

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 24, 19 84. The mortgagor is JAMES F. ROUES and PATRICIA A. ROUES, husband and wife, ("Borrower"). This Security Instrument is given on FIRST WYOMING BANK-EVANSTON, which is organized and existing under the laws of the State of Wyoming, and whose address is 848 Main Street, Evanston, Wyoming 82930 ("Lender"). Borrower owes Lender the principal sum of SIXTY-THREE THOUSAND FIVE HUNDRED FIFTY and No/100 - - -

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 insitiution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: First, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrow[redacted]sting payment.

If Lend [redacted] l mortgage insurance as a condition [redacted] ing the loan secured by this Security [redacted] t, Borrower sh. ll pay the premiums required to maintain the [redacted] e in effect until such time as the requ [redacted] or the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successsor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or tranferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occured; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judical 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. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all right of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

[X] Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider

☐ Graduated Payment Rider ☐ Planned Unit Development Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

James F. Roufs .....(Seal)
JAMES F. ROUFS, husband -Borrower

Patricia A. Roufs .....(Seal)
PATRICIA A. ROUFS, wife Borrower

ACKNOWLEDGMENT

State of Wyoming, Uinta County ss:

The foregoing instrument was acknowledged before me this July 24, 1984 (date) by JAMES F. ROUFS and PATRICIA A. ROUFS, husband and wife, (person acknowledging)

My Commission expires: 5-26-85

Lori A. Rasmussen
Notary Public

Lori A. Rasmussen Notary Public
County of Uinta State of Wyoming
My Commission Expires May 26, 1988

[redacted] [redacted] [redacted]

CAPPED ONE-YEAR ARM RIDER TO THE MORTGAGE/DEED OF TRUST/DEED TO SECURE DEBT

NOTICE: THIS SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

This Rider is made this 24th day of July, 19 84, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST WYOMING BANK-EVANSTON (the "Note Holder") of the same date (the "Note") and covering the property described in the Security Instrument and located at Aspen Lane, Big Piney, Wyoming 83113.

(Property Address)

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Note Holder further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an initial interest rate of 9.875 %. The interest rate may be increased or decreased every 12th month on each "Change Date," as described in the Note. Changes in the interest rate are governed by changes in the Index as defined in the Note. The Index is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as published by the Federal Reserve Board. The maximum change in the interest rate at any one time is 2 percentage points. The maximum interest rate variation over the life of the loan is 5.75 percentage points over or under the initial interest rate.

The monthly payment amount may be adjusted every 12th month to take effect on the month following each Change Date as described in the Note. The new monthly payment amount is based on the interest rate in effect on the Change Date and will remain in effect until the month following the next succeeding Change Date.

B. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) the interest rate or any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Borrower which exceeded limits will be refunded to Borrower. The Note Holder may choose to make this refund by reducing the principal of the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

C. CONVERSION FEATURE

(i) Borrower may, at Borrower's option and provided Borrower has been current on the loan each month for twelve months prior to the applicable Change Date, modify the repayment terms of the indebtedness secured hereby prior to the first, second, third, or fourth Change Date. At that time, Borrower may convert the adjustable rate loan evidenced by the Note into a fixed interest rate loan to be fully repaid in equal monthly payments of principal and interest over the remaining term of the loan (i.e. 29, 28, 27, or 26 years, depending on the conversion date selected).

(ii) Note holder's "Notice of Periodic Adjustment" to Borrower pursuant to paragraph 4(a) of the Note given prior to the first, second, third, or fourth Change Date shall contain the following information pertaining to Borrower's option to convert:

(a) the approximate fixed interest rate payable by Borrower if Borrower converts into a fixed interest rate loan (the actual rate will be the rate in effect on the date the conversion is registered);

(b) the approximate amount of Borrower's new monthly payment at the fixed rate of interest; and

(c) a date, at least 15 days from the date the Notice is given, by which Borrower must "lock in" an interest rate by telephoning a number provided and registering the conversion with the Note Holder, and a subsequent date (no later than the applicable Change Date) by which the Borrower must complete, execute and deliver to Note Holder a document in the form required by Note Holder evidencing the modification of the Note to provide a fixed interest rate.

(iii) The fixed rate of interest payable by Borrower will be based on Residential Funding Corporation's market rate for 45 day registration of 30 year fixed rate, level payment, fully amortized loans on the date the conversion is registered. The new fixed interest rate will become effective on the applicable Change Date.

Borrower's monthly payments at the new fixed interest rate will begin as of the first monthly payment after the applicable Change Date. The monthly payment will be the amount that is necessary to repay in full the principal Borrower will owe (assuming timely payment of all amounts due prior to that date) on the Change Date in substantially equal payments by the maturity date set forth in the Note at the fixed interest rate.

(iv) Borrower must register the loan for conversion and must complete, execute and deliver to Note Holder the document evidencing the modification of the Note prior to the applicable dates set forth in Note Holder's Notice of Periodic Adjustment as provided above. If Borrower fails to do so within the specified time frames, Borrower can no longer exercise the option to convert and in this case, the terms of the Note will continue in effect without any change.

(v) Upon Borrower's timely delivery of the executed modification to the Note, paragraph A above shall cease to be effective.

D. TRANSFER OF THE PROPERTY

Paragraph 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Note Holder's prior written consent, Note Holder may, at Note Holder's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Note Holder if exercise is not authorized by Federal Law.

232A

If Note Holder exercises such option to accelerate, Note Holder 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, Note Holder may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

The Note Holder shall have waived such option to accelerate if, prior to the sale or transfer, the Note Holder 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 the Note Holder. As a condition to waiving the Note Holder's right to accelerate, the loan terms, including the interest rate payable on the Note, the Margin for future interest rate changes (as that term is defined in the Note), and the maximum interest rate Cap of 5.75% above or below the initial interest rate shall be subject to modification by the Note Holder.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Note Holder has released Borrower in writing.

By signing this, Borrower agrees to all of the above.

James F. Roufs

Borrower JAMES F. ROUFS

Patricia A. Roufs

Borrower PATRICIA A. ROUFS

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Wyoming Bank-Evanston, A Wyoming Corporation, of Evanston, Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by JAMES F. ROUFS and PATRICIA A. ROUFS, husband and wife,

and was recorded on July 24, 1984

in book 42 of mortgages, beginning on page 228 in the office of the County Clerk of ~~Uinta~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 9 of Little Piney Subdivision, Sublette County, Wyoming.

202187

RECORDED July 24 1984 4:00 PM
IN BOOK 42 Mtg PAGE 233
FEES 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McClure

together with the note or notes secured thereby, unto the NORWEST MORTGAGE, INC., an Iowa Corporation and unto its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

IN WITNESS WHEREOF, the said First Wyoming Bank-Evanston, has hereunto caused its corporate name to be subscribed by its Executive Vice President, duly attested by its Real Estate Loan Officer, and its corporate seal to be hereunto affixed, pursuant to due authority thereunto given, this 24th day of July 19 84.

In the presence of:

FIRST WYOMING BANK –EVANSTON

BY: Lee S. Barker
LEE S. BARKER, Executive Vice President

ATTEST: Lori A. Alexander
LORI A. ALEXANDER, Real Estate Loan Officer

STATE OF WYOMING)
) ss.
County of Uinta)

On this 24th day of July 19 84, before me appeared LEE S. BARKER as Executive Vice President and LORI A. ALEXANDER as Real Estate Loan Officer of the First Wyoming Bank-Evanston, Evanston, Wyoming, a state banking corporation, to me personally known, who being by me duly sworn did say that they are the said officers of the First Wyoming Bank-Evanston, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation pursuant to due authority thereunto given, and said officers acknowledged said instrument to be the free act and deed of said corporation.

Joy L. Quinn Notary Public County of Uinta State of Wyoming My Commission Expires July 8, 1987

Joy L. Quinn
Notary Public

234 Released BK. 13 RLs. Pg 698

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DELGADO OIL COMPANY, INC., a Wyoming corporation,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Twenty-Six Thousand Seven Hundred Seven and 88/100($26,707.88)-Dollars, due 6-20-87 with interest from 6-15-84 at the rate of sixteen (16%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 36 equal monthly payments of $938.70 which include interest at the rate of 16% per annum; first said payment due 7/20/84 and on the 20th day of each month thereafter until paid in full, do es hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

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

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

Lot Twenty-Seven (27), Industrial Site, Sublette County, Wyoming as the same appears of record on the official map or plat thereof as filed in the office of the Sublette 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 or of record and to easements and rights of way of record or in use; and
SUBJECT TO: prior mineral reservations of record.

202510

RECORDED July 25 1984 11:20 M
IN BOOK 42 Mtg PAGE 234
FEES $ 2.00 Laura Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Devine

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

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

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

Dated this 15th day of June A. D. 1984.

In the presence of

ATTEST:

SEAL

Virginia M Delgado
Secretary

DELGADO OIL COMPANY, INC.,
a Wyoming corporation,

By: Kim M Delgado

Its: President

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Vernon T. Delgado, president of DELGADO OIL COMPANY, INC., a Wyoming corporation, this 15th day of June, 1984.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

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, $...

236 Released BK 13 RLS. PG. 674

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN A. POWELL and MARGARET LYNN POWELL,
husband and wife,

mortgagor S, of Butte County, State of California, to secure the payment of Seventy Thousand and no/100 ($70,000.00)------- Dollars, due 7/25/99 monthly with interest from 7/25/84 at the rate of 16% per cent per annum, payable 180 ~~annually~~ evidenced by 1 promissory note, of even date herewith, JOHN A. POWELL and MARGARET LYNN POWELL,
husband and wife, 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 26, Boulder Lake Country Estates, First Filing, Sublette County, Wyoming, as depicted and described on the plat thereof which was recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming;

Subject to reservations and restrictions contained in U. S. patents;

Subject to reservations and restrictions of record or in use;

Subject to easements and rights of way of record or in use;

Subject to all prior mineral reservations of record.

298519

RECORDED July 25 1984 4:30 P M
IN BOOK 42 Misc PAGE 236
FEES 6.00 Lou J Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Devine

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $75,000.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 23rd day of July A. D. 1984.

In the presence of

John A. Powell
JOHN A. POWELL

Margaret Lynn Powell
MARGARET LYNN POWELL

State of CALIFORNIA }
County of BUTTE } ss.

The foregoing instrument was acknowledged before me by John A. Powell, Margaret Lynn Powell, proved to me on the basis of satisfactory evidence, this 23rd day of July, 1984.

Witness my hand and official seal.

DONALD DRIVON
NOTARY PUBLIC-CALIFORNIA
Butte County
My Commission Expires Sept. 16, 1985

My Commission Expires:

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, $

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the FCA MORTGAGE CORPORATION, a Corporation organized and existing under the laws of the United States of America, of Salt Lake City, Utah, the Mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its rights, title and interest in and to said mortgage, which was given to said mortgagee by Robert L Undem and Foster Sollie Elmore, and appears recorded in Book 41 of mortgages, beginning on Page 204 in the office of the County Clerk of Sublette COunty, Wyoming, and which covers property described as follows:

Refer to attached hereto and made a part hereof

202536

RECORDED July 27 1984 9:00 AM
IN BOOK 42 Mtg PAGE 238
FEES $6.00 Lou J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

TOGETHER WITH the note or notes secured thereby, unto the American Savings and Loan and unto its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

IN WITNESS WHEREOF, the FCA MORTGAGE CORPORATION, has hereunto caused its corporate name to be subscribed by its Vice President, duly attested by its corporate seal to be hereunto affixed, pursuant to due authority thereunto given, this 27 day of January, 1984.

FCA MORTGAGE CORPORATION

BY: John M. Aldrich
JOHN M. ALDRICH, VICE PRESIDENT

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 27th day of January, 1984, before me appeared JOHN M. ALDRICH, as VICE PRESIDENT of FCA MORTGAGE CORPORATION, Salt Lake City, Utah, a corporation, to me personally known, who being by me duly sworn, did say that he is the Vice President respectively of the FCA MORTGAGE CORPORATION, and that the seal affirmed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation pursuant to due authority thereunto given and said officer acknowledged said instrument to be the free act and deed of said corporation.

Harriet C Hemingway
NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires Sept 9 1987

[redacted] [redacted] [redacted]

Form No. 1056.4
All Policy Forms

SCHEDULE C

The land referred to in this policy is situated in the State of WYOMING
County of SUBLETTE and is described as follows:

A tract of land in the NE¼ of Section 26, Township 33 North, Range 109 West, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point that lies S.17°04'E., at a distance of 940.9 feet from the North Quarter Corner of Section 26, T.33N., R.109W;
thence S.11°25'E. for a distance of 407.0 feet to a point monumented by a 1/2 inch reinforcing rod and a mound of cobble stones;
thence S.44°04'E. for a distance of 212.4 feet to a point monumented by a 1/2 inch steel reinforcing rod and a mound of cobble stones;
thence S.6°55'E. for a distance of 210.0 feet to a point monumented by a 1/2 inch steel reinforcing rod and mound of cobble stones;
thence S.82°12'E. for a distance of 227.0 feet to a point monumented by a 5/8 inch steel reinforcing rod and mound of cobble stones;
thence N.20°51.5'E. for a distance of 72.8 feet to a point monumented by a 1/2 inch steel reinforcing rod;
thence N.86°23.5'E. for a distance of 249.7 feet to a point monumented by a 5/8 inch steel reinforcing rod;
thence N.8°45'W. for a distance of 713.0 feet to a point monumented by a 5/8 inch steel reinforcing rod;
thence N.89°47'W. for a distance of 645 feet to the point of beginning.

EXCEPTING THEREFROM: Two tracts of land lying in the NE¼ of Section 26, T.33N., R.109W., of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at a point which lies S.25°41'37"E. a distance of 1800.285 feet from the North Quarter Corner of Section 26, T.33N., R.109W.;
thence S.20°51'30"W. a distance of 72.8 feet;
thence N.82°12'W. a distance of 227.0 feet;
thence N.81°33'33"E. a distance of 253.57 feet to the point of beginning;
AND
Beginning at a point that lies S.25°41'37"E. a distance of 1800.285 feet from the North Quarter Corner of Section 26, T.33N., R.109W.;
thence N.86°23'30"E. a distance of 249.7 feet;
thence N.08°45'W. a distance of 30.12 feet;
thence S.86°23'30"W. a distance of 249.7 feet;
thence S.08°45'E. a distance of 30.12 feet to the point of beginning.

Released BK 17 Pg. 624 240

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by JAMES D. BABCOCK AND CONNIE R. BABCOCK, husband and wife residing in Sublette County, Wyoming, whose post office address is P.O. Box 192, Daniel, Wyoming 83115, 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*
7/27/84	$50,000.00	11.875%	7/27/2017

200542

RECORDED July 27 1984 11:00 AM
IN BOOK 42 Mtg PAGE 240
FEES 10.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy McClaine

(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 4, Block 1, Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears of record on the official map or plat thereof as 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 or of record and to easements and rights of way of record or in use; prior mineral reservations of record; and SUBJECT TO: Restrictions Governing Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming as filed in the office of the County Clerk on 12/04/82 in Book 41 of Miscellaneous, page 279.

[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 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.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 27th day of July, 19 84.

James D. Babcock
James D. Babcock

Connie R. Babcock
Connie R. Babcock

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by James D. Babcock and Connie R. Babcock, this 27th day of July, 19 84.

Witness my hand and official seal.

Edwin R. Adams Notary Public
County of Sublette State of Wyoming
My Commission Expires: July 28, 1988

(SEAL)

Edwin R. Adams
Notary Public

My commission expires: July 28, 1988

GPO 836-892

244 Released BK. 13 Lds. Pg. 579

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 R. CRAIG SHEPPARD AND ELLEN K. SHEPPARD, HUSBAND AND WIFE
herein designated as Mortgagor, of CITY OF PINEDALE, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of SEVENTY ONE THOUSAND ONE HUNDRED FIFTY AND NO/100ths----------Dollars ($ 71,150.00), with interest at the rate of FOURTEEN AND ONE HALF per centum (14.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

THE LOMAS AND NETTLETON COMPANY
a corporation organized and existing under the laws of THE STATE OF CONNECTICUT
hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of EIGHT HUNDRED SEVENTY ONE AND 59/100ths----------Dollars ($ 871.59), commending on the first day of SEPTEMBER 1st, 1984, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of AUGUST 1st, 2014, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOT 6, SCENIC VIEW SUBDIVISION, SUBLETTE COUNTY, WYOMING.

202585

RECORDED July 30 1984 4:00 P M
IN BOOK 42 Mtg PAGE 244
FEES $8.00 Lois York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLewis

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;~~

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

[redacted] [redacted] [redacted]

(b) 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;~~

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

(II) interest on the note secured hereby; and

(III) 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 (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the 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 (a) 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, 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 (a) 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. * This option may not be exercised by the mortgagee when the ineligibility

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

* for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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 ELLEN K. SHEPPARD wife of the said R. CRAIG SHEPPARD 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 our hand(s) this 27th day of July , 19 84

In the presence of—

R. Craig Sheppard
R. CRAIG SHEPPARD

Ellen K. Sheppard
ELLEN K. SHEPPARD

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 27th day of July , 19 84 , before me personally appeared R. Craig Sheppard and Ellen K. Sheppard to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 27th day of July , A.D. 19 84

Edwin R. Adams
Notary Public
County of Sublette State of Wyoming
My Commission Expires: July 28, 1988

My commission expires July 28, 1988

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

USGPO: 1980--671-101/199

U.S. GOVERNMENT PRINTING OFFICE - 1980-842-321

[redacted] - Sublette County, [redacted]ing
Real Estate Recor[redacted] -

54[illegible]

FOURTH SUPPLEMENTAL MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

ENERGETICS OPERATING COMPANY
(formerly known as Energetics, Inc.)

(TAX I.D. NO. 84-0608047)

TO

B. KENT LUDLOW, Trustee

AND

RICHARD G. ALLEN, Trustee

AND

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Dated as of July 30, 1984

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES."

"THE OIL AND GAS INTERESTS INCLUDED IN THE SUPPLEMENTAL MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT AA HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDERS OF DUCHESNE AND UINTAH COUNTIES, UTAH. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH IS DESCRIBED IN EXHIBIT AA HERETO."

"THE SECURED PARTIES HEREUNDER ARE NOT THE SELLERS OF, OR PURCHASE MONEY LENDERS WITH RESPECT TO, THE MORTGAGED PROPERTY DESCRIBED HEREIN."

202600

WHEN RECORDED AND/OR
FILED RETURN TO:

Catharine A. Haake, Esq.
Mayer, Brown & Platt
600 Seventeenth Street, Suite 2800S
Denver, Colorado 80202

RECORDED July 31 1984 2:30 PM
IN BOOK 42 Mtg PAGE 247
FEES $8.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy

FOURTH SUPPLEMENTAL MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS FOURTH SUPPLEMENTAL MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated as of July 30, 1984 (herein called this "Fourth Supplement"), is from ENERGETICS OPERATING COMPANY, a Colorado corporation formerly known as Energetics, Inc. (herein called the "Mortgagor"), to B. KENT LUDLOW and RICHARD G. ALLEN, of Salt Lake City, Utah, both members of the Utah State Bar, as Trustees (hereinafter defined), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (herein called the "Bank").

W I T N E S S E T H:

WHEREAS, the Mortgagor has heretofore executed and delivered to the Bank and D.J. Hennessy and W.T. White III, as trustees for the Bank (each person acting in such capacity being herein sometimes individually called a "Trustee" and collectively called the "Trustees"), that certain Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of December 17, 1982 (herein called the "Original Mortgage"), to secure payment of indebtedness owed or to be owing to the Bank pursuant to the terms of that certain Secured Revolving Credit Agreement, dated as of December 17, 1982 (herein called the "Original Agreement"), between the Mortgagor and the Bank, including, without limitation, indebtedness evidenced by that certain promissory note of the Mortgagor, dated December 17, 1982, in the original principal amount of $5,000,000, payable to the Bank or its order on or before May 31, 1985 (herein called the "Prior Note");

WHEREAS, the Original Mortgage has been filed and recorded as set forth in Schedule I hereto;

WHEREAS, the Mortgagor has heretofore executed and delivered to the Bank and B. Kent Ludlow and Richard G. Allen, as Trustees, that certain First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983 (herein called the "First Supplement"), amending and supplementing the Original Mortgage in certain respects (the Original Mortgage, as amended and supplemented by the First Supplement, being herein called the "First Amended Mortgage") so as, among other things, (i) to reflect the change in name of the Mortgagor from "Energetics, Inc." to "Energetics Operating Company", (ii) to include in the "Indebtedness" (as defined in the Original Mortgage) secured by the Original Mortgage all obligations and liabilities of the Mortgagor to the Bank under and in connection with that certain Secured Revolving Credit Agreement, dated as of August 1, 1983 (herein called the "Credit Agreement"), among the Mortgagor, Energetics, Inc., a Delaware corporation, Energy Associates, Inc., a Wyoming corporation, and the Bank (which Credit Agreement amended and restated the Original Agreement in its entirety to read as provided in the Credit Agreement), including, without limitation, indebtedness of the Mortgagor owed or to be owing to the Bank pursuant to the terms of the Credit Agreement, including, without limitation, indebtedness evidenced by that certain promissory note of the Mortgagor, dated August 1, 1983, in the original principal amount of $50,000,000, payable to the Bank or its order on or before November 30, 1985 (herein called the "New Note"), said New Note evidencing (a) to the extent of $4,350,000, a restatement, extension and renewal of the principal amount of the Prior Note, and (b) to the extent of

the balance thereof, additional loans made or to be made by the Bank to the Mortgagor pursuant to the terms of the Credit Agreement, (iii) to supplement the Original Mortgage by the inclusion in the Mortgaged Property (as defined in the Original Mortgage) of certain additional oil and gas properties and interests, and (iv) to substitute B. Kent Ludlow of Salt Lake City, Utah, as a Trustee under the Original Mortgage in lieu of D.J. Hennessey, and to substitute Richard G. Allen of Salt Lake City, Utah, as a Trustee under the Original Mortgage in lieu of W.T. White III;

WHEREAS, the First Supplement has been filed and recorded as set forth in Schedule I hereto;

WHEREAS, the Mortgagor has heretofore executed and delivered to the Bank and B. Kent Ludlow and Richard G. Allen, as Trustees, that certain Second Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of February 3, 1984 (herein called the "Second Supplement"), amending and supplementing the First Amended Mortgage in certain respects (the First Amended Mortgage, as amended and supplemented by the Second Supplement, being herein called the "Second Amended Mortgage") so as, among other things, to supplement the First Amended Mortgage by the inclusion in the Mortgaged Property (as defined in the First Amended Mortgage) of certain additional oil and gas properties and interests;

WHEREAS, the Second Supplement has been filed and recorded as set forth in Schedule I hereto;

WHEREAS, the Mortgagor has heretofore executed and delivered to the Bank and B. Kent Ludlow and Richard G. Allen, as Trustees, that certain Third Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of May 1, 1984 (herein called the "Third Supplement"), amending and supplementing the Second Amended Mortgage in certain respects (the Second Amended Mortgage, as amended and supplemented by the Third Supplement, being herein called the "Mortgage") so as, among other things, to supplement the Second Amended Mortgage by the inclusion in the Mortgaged Property (as defined in the Second Amended Mortgage) of certain additional oil and gas properties and interests;

WHEREAS, the Third Supplement has been filed and recorded as set forth in Schedule I hereto; and

WHEREAS, the Mortgagor desires to amend the Mortgage so as, among other things, to supplement the Mortgage by the inclusion in the Mortgaged Property (as defined in the Mortgage and used herein with the meaning assigned to such term therein) of certain additional oil and gas properties and interests,

NOW, THEREFORE, in consideration of the premises and of the debts and trusts mentioned above and the agreements herein contained and other good and valuable considerations, the parties hereto agree as follows:

SECTION 1. REAFFIRMANCE OF THE MORTGAGE AND MORTGAGE OF ADDITIONAL PROPERTY AS SECURITY FOR THE INDEBTEDNESS. To secure the Indebtedness (as defined in the Mortgage and used herein with the meaning assigned to such term therein), the Mortgagor has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed (and granted to the Trustees a security interest in), and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustees (and grant to the Trustees a security interest in), for the use and benefit of the

Bank, all the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the Mortgaged Property, and, in addition thereto, the Mortgagor has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed (and granted to the Trustees a security interest in), and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustees, in trust, with power of sale, for the use and benefit of the Bank, all the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in all of the hereinafter described properties, rights and interests; and, insofar as such properties, rights and interests consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (as in effect in the appropriate jurisdiction with respect to each of said properties, rights and interests), the Mortgagor hereby grants to the Trustees, for the use and benefit of the Bank, a security interest therein; namely:

(a) the lands described in Exhibit AA, hereto attached and hereby made a part hereof (including any lands, the description of which is incorporated in Exhibit AA by reference to another instrument or document, and any lands now or hereafter unitized or pooled with lands which are either described in Exhibit AA or the description of which is incorporated in Exhibit AA by reference), and the oil and gas leases, and the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit AA,

(b) the presently existing unitization and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit AA or which relate to any of the properties and interests specifically described in Exhibit AA,

(c) the Hydrocarbons (as defined in the Mortgage and used herein with the meaning assigned to such term therein) which are in, under, upon, produced or to be produced from the lands described in Exhibit AA,

(d) the Production Sale Contracts (as such term is defined in the Mortgage, except that, as used herein, such definition shall be deemed to relate to the lands described in Exhibit AA),

(e) the Operating Equipment (as such term is defined in the Mortgage, except that, as used herein, such definition shall be deemed to relate to the lands described in Exhibit AA), and

(f) all proceeds of all the foregoing,

together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instrument relating thereto, and all contracts, operating agreements, records, logs, rights-of-way, franchises, easements, surface leases, permits, licenses, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which the Mortgagor might at any time have or be entitled to.

The property, rights and interests covered hereby (and which are hereby added to the Mortgaged Property) are hereinafter collectively called the "Supplemental Mortgaged Property", and the term "Mortgaged Property", when used in the Mortgage, shall be deemed to include reference to the Supplemental Mortgaged Property. Exhibit AA hereto shall be made a part of Exhibit A to the Mortgage, and each reference to Exhibit A in the Mortgage shall be deemed to include reference to Exhibit AA hereto.

Subject, however, to (i) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of such properties and interests in Exhibit AA (including all presently existing royalties, overriding royalties, payments out of production and other burdens which are referred to in Exhibit AA and which are taken into consideration in computing the decimal or fractional interest as set forth in Exhibit AA), (ii) the assignment of production contained herein, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 of the Mortgage, and (iii) the condition that neither the Trustees nor the Bank shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Supplemental Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property and the Supplemental Mortgaged Property, together with the rights, privileges, and appurtenances now or hereafter at any time before the release hereof in anywise belonging or appertaining thereto, unto the Trustees forever to secure the payment of the Indebtedness and the performance of the obligations of the Mortgagor herein and in the Mortgage contained.

As further security for the payment of the Indebtedness (whether heretofore or hereafter incurred), and without limiting the absolute obligation of the Mortgagor to pay the same, the Mortgagor hereby grants, bargains, sells, transfers, assigns, warrants and conveys unto the Bank, effective as of the date hereof at 7:00 A.M., local time, all Hydrocarbons which are thereafter produced from and which accrue to the Supplemental Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such Hydrocarbons or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Bank by virtue of the provisions hereof, are authorized and directed to treat and regard the Bank as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Bank, and shall be under no obligation to see to the application by the Bank of any such proceeds or payments received by it. Such proceeds shall be applied by the Bank in the manner set forth in the Mortgage, as hereby amended and supplemented.

SECTION 2. WARRANTIES, COVENANTS AND AGREEMENTS. The warranties, covenants and agreements contained in the Mortgage are hereby remade by the Mortgagor and (together with the remedies contained in the Mortgage) are in full force and effect as of the date hereof, and shall apply to the Supplemental Mortgaged Property to the same extent and with the same force and effect as if the Supplemental Mortgaged Property had been specifically described and referred to in the Mortgage.

SECTION 3. MISCELLANEOUS PROVISIONS.

(a) This Fourth Supplement shall be considered as an amendment and supplement to the Mortgage and, except as herein expressly amended and supplemented, the Mortgage is hereby ratified, approved and confirmed in every respect. All references to the Mortgage in any other document shall hereafter be deemed to refer to the Mortgage as amended and supplemented hereby.

(b) This Fourth Supplement may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical, except that (i) in certain counterparts, portions of Exhibit AA hereto, containing specific descriptions of property situated in jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded, may have been omitted, and (ii) in the case of certain counterparts to be recorded and filed in jurisdictions where the Original Mortgage, the First Supplement, the Second Supplement and the Third Supplement have not been recorded and filed, in order to place on record the Original Mortgage, the First Supplement, the Second Supplement and the Third Supplement, there are attached to such counterparts photocopies of the Original Mortgage, the First Supplement, the Second Supplement and the Third Supplement, the contents of which by this reference are hereby adopted, assumed, ratified and confirmed in each and every respect by the Mortgagor.

(c) This Fourth Supplemental Mortgage and Deed of Trust shall likewise be a Security Agreement and a Financing Statement, and the Mortgagor hereby grants to the Bank, its successors and assigns, a security interest in all personal property, fixtures, accounts, contract rights and general intangibles described or referred to in Granting Clauses (a) through (e) in Section 1 hereof and all proceeds from the sale, lease or other disposition of the Supplemental Mortgaged Property or any part thereof. This Fourth Supplemental Mortgage and Deed of Trust shall be filed for record, among other places, in the real estate records of each county in which the oil and gas leases described in Exhibit AA hereto, or any part thereof, are situated, and when filed in such counties shall be effective as a financing statement covering fixtures located on oil and gas properties which are to be financed at the wellhead of the wells located on the real estate described in Exhibit AA attached hereto (and accounts arising therefrom).

(d) The Mortgagor hereby represents and warrants to the Trustees and the Bank as follows:

(i) The Mortgagor is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado;

(ii) The execution and delivery of this Fourth Supplement, and the performance by the Mortgagor of its obligations hereunder, are within the Mortgagor's corporate powers, have been duly authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the charter or by-laws of the Mortgagor or of any agreement binding upon the Mortgagor; and

[redacted] [redacted] [redacted]

(iii) This Fourth Supplement is the legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Fourth Supplement as of the day, month and year first above written.

MORTGAGOR AND DEBTOR

ATTEST:

Bruce R. DeBoer,
Secretary

ENERGETICS OPERATING COMPANY
(formerly known as Energetics, Inc.)

By J. Thomas Reagan
J. Thomas Reagan, President

The name and mailing address of the Mortgagor are:

Energetics Operating Company
116 Inverness Drive East
Englewood, Colorado 80112-5397

SECURED PARTIES

B. Kent Ludlow, Trustee
B. Kent Ludlow, Trustee

Richard G. Allen, Trustee
Richard G. Allen, Trustee

The names and mailing address of the Trustees are:

B. Kent Ludlow
Richard G. Allen
1100 Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84147

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By J.M. O'Keane
J.M. O'KEANE, Vice President

ATTEST:

W.K. Watkins, Banking Officer

The name and mailing address of the Bank are:

Continental Illinois National Bank and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693
Attention: Oil and Gas Group

This instrument was prepared by:

Catharine A. Haake, Esq.
MAYER, BROWN & PLATT
231 South LaSalle Street
Chicago, Illinois 60604

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BE IT REMEMBERED that I, Judith E. McClanahan, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 30th day of July, 1984, there appeared before me severally each of the following persons, each being the designated officer of the corporation set opposite his name, and such corporation being a party to the foregoing instrument:

J. Thomas Reagan, the President, and Bruce R. DeBoer, the Secretary, of Energetics Operating Company, a Colorado corporation, whose address is 116 Inverness Drive East, Englewood, Colorado 80112-5397.

CALIFORNIA — Personally appeared before me each such person, known to me to be the person who executed the within instrument on behalf of the corporation set opposite his name, and acknowledged to me that such corporation executed the same.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation.

KANSAS — Before me on this day personally appeared the aforementioned persons, to me personally well known, who stated that they held the offices in the corporation set forth opposite their names above and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

MISSISSIPPI — Before me on this day personally appeared the aforementioned persons, whose names are signed to the foregoing conveyance in the capacities set forth opposite the names of such persons above, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers with full authority, executed the same voluntarily for and as the act of said corporation.

MONTANA and NORTH DAKOTA — Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

NEBRASKA — The foregoing instrument was acknowledged before me by each such person on behalf of said corporation.

OKLAHOMA — Before me on this day personally appeared the aforementioned persons, to me known to be

[redacted] [redacted] [redacted]

the identical persons who subscribed the names of the respective makers thereof to the foregoing instrument in the capacities set forth opposite the names of such persons above, and each such person acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation set opposite his name, for the uses and purposes therein set forth.

TEXAS

Before me on this day personally appeared each such person, each of whom is known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the designated officer of the corporation set opposite his name, and each acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act and deed of the corporation set opposite his name.

UTAH

Personally appeared before me such persons who being by me duly sworn did say that they are the designated officers of said corporation, and that said instrument was signed by them on behalf of said corporation by authority of its Board of Directors, and said persons acknowledged that said corporation executed the same.

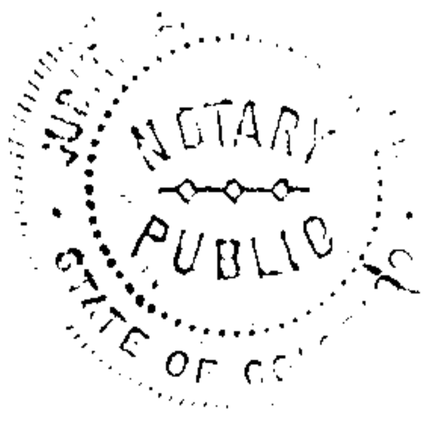
WYOMING

The foregoing instrument was acknowledged before me by the above individuals on this day.

Judith E. McClanahan

Judith E. McClanahan, Notary Public
Residing at:
600 Seventeenth Street,
Suite 2800S
Denver, Colorado 80202

My commission expires:



My Commission expires December 28, 1987
600 - 17th Street, Ste. 2800-S
Denver, Colorado 80222

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

BE IT REMEMBERED that I, Alice J Sopata, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 25th day of July, 1984, there appeared before me severally each of the following persons, each being the designated officer of the association set opposite his name, and such association being a party to the foregoing instrument:

J.M. O'Keane, Vice President, and W.R. Watkins, Banking Officer, of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, whose address is 231 South LaSalle Street, Chicago, Illinois 60693.

CALIFORNIA — Personally appeared before me each such person, known to me to be the person who executed the within instrument on behalf of the association set opposite his name, and acknowledged to me that such association executed the same.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said association.

KANSAS — Before me on this day personally appeared the aforementioned persons, to me personally well known, who stated that they held the offices in the association set forth opposite their names above and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said association, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

MISSISSIPPI — Before me on this day personally appeared the aforementioned persons, whose names are signed to the foregoing conveyance in the capacities set forth opposite the names of such persons above, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers with full authority, executed the same voluntarily for and as the act of said association.

MONTANA and NORTH DAKOTA — Before me personally appeared each such person, each of whom is known to me to be the officer of the association that executed the within instrument, and acknowledged to me that such association executed the same.

NEBRASKA — The foregoing instrument was acknowledged before me by each such person on behalf of said association.

[redacted] [redacted] [redacted]

OKLAHOMA

Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names of the respective makers thereof to the foregoing instrument in the capacities set forth opposite the names of such persons above, and each such person acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the association set opposite his name, for the uses and purposes therein set forth.

TEXAS

Before me on this day personally appeared each such person, each of whom is known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the designated officer of the association set opposite his name, and each acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act and deed of the association set opposite his name.

UTAH

Personally appeared before me such persons who being by me duly sworn did say that they are the designated officers of said association, as the case may be, and that said instrument was signed by them on behalf of said association by authority of its Board of Directors, and said persons acknowledged that said association executed the same.

WYOMING

The foregoing instrument was acknowledged before me by the above individuals on this day.

Alice A. Sopala

ALICE D SOPALA, Notary Public
Residing at:
231 South LaSalle Street
Chicago, Illinois 60604

My commission expires:

My Commission Expires Feb. 28th, 1987

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

BE IT REMEMBERED that I, Candace Clarke, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 26th day of July, 1984, there appeared before me severally each of the following persons, each being a Trustee, and each such Trustee being a party to the foregoing instrument:

B. Kent Ludlow and Richard G. Allen, whose addresses are 1100 Beneficial Life Tower, 36 South State Street, Salt Lake City, Utah 84147, as Trustees.

CALIFORNIA — Personally appeared before me each such person, known to me to be the person who executed the within instrument on behalf of himself as Trustee, and acknowledged to me that he executed the same.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of himself as Trustee.

KANSAS — Before me on this day personally appeared the aforementioned persons, to me personally well known, who stated that they were validly appointed Trustees and were duly authorized in their respective capacities to execute the foregoing instrument as Trustees, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

MISSISSIPPI — Before me on this day personally appeared the aforementioned persons, whose names are signed to the foregoing conveyance in the capacities set forth opposite the names of such persons above, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such Trustees with full authority, executed the same voluntarily for and as the act of themselves as Trustees.

MONTANA and NORTH DAKOTA — Before me personally appeared each such person, each of whom is known to me to be a Trustee, and acknowledged to me that he executed the same.

NEBRASKA — The foregoing instrument was acknowledged before me by each such person on behalf of himself as a Trustee.

OKLAHOMA — Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names of the respective makers thereof to the foregoing instrument in the capacities set forth opposite the names of such persons above, and each such person acknowledged to me that he executed the same as his free and voluntary

act and deed, for the uses and purposes therein set forth.

TEXAS

Before me on this day personally appeared each such person, each of whom is known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Trustee, and each acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act and deed of himself as Trustee.

UTAH

Personally appeared before me such persons who being by me duly sworn did say that they are the designated Trustees, and that said instrument was signed by them on behalf of themselves as Trustees, and said persons acknowledged that they executed the same.

WYOMING

The foregoing instrument was acknowledged before me by the above individuals on this day.

Candace Clarke
CANDACE CLARKE, Notary Public
Residing at:

Salt Lake City, Utah

My commission expires:

3-20-88

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Schedule I

A. Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of December 17, 1982, from Energetics, Inc. (now known as Energetics Operating Company) was recorded and filed as follows:

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Colorado Secretary of State	12/20/82 3:28 p.m.	#594532
Texas Secretary of State	12/22/82 8:00 a.m.	#82-249570
Moore County, Texas		
1. Real Estate Records	12/21/82 3:15 p.m.	Volume 123, Page 464 (#73612)
2. UCC Records	12/21/82 3:15 p.m.	#20224
Potter County, Texas		
1. Real Estate Records	12/21/82 2:20 p.m.	Volume 1479, Page 753 (#549578)
2. UCC Records	12/21/82 2:30 p.m.	#B5756

B. First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983, from Energetics Operating Company was recorded and filed as follows:

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
California Secretary of State - UCC Records	8-8-83 8:00 a.m.	No. 83167287
Ventura County, California - Official Records	8-10-83 8:31 a.m.	No. 87279
Colorado Secretary of State - UCC Records	9-21-83 9:46 a.m.	No. 655284
Rio Blanco County, Colorado		
1. Real Estate Records	8-9-83 10:30 a.m.	Book 430, Page 920 (Reception No. 212536)
2. UCC Records	8-9-83 10:30 a.m.	Reception No. 212535
Kansas Secretary of State - UCC Records	8-8-83 2:12 p.m.	No. 734641

[redacted] [redacted] [redacted]

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Comanche County, Kansas		
1. Real Estate Records	8-11-83 9:00 a.m.	Vol. 66, Page 621
2. UCC Records	8-11-83 9:00 a.m.	No. 9023
Mississippi Secretary of State - UCC Records	8-8-83 8:00 a.m.	No. 1705
Simpson County, Mississippi		
1. Real Estate Records		
a. Mortgage	8-8-83 9:30 a.m.	Deed Book No. 755, Page 453
b. Financing Statement	8-8-83 9:00 a.m.	Deed Book No. 755, Page 574
2. UCC Records	8-8-83 9:00 a.m.	No. 83-806
Montana Secretary of State - UCC Records	8-8-83 2:08 p.m.	No. 141911
Richland County, Montana		
1. Real Estate Records	8-9-83 8:15 a.m.	Mortgage Book B-116, Page 246 (Document No. 403703)
2. UCC Records	8-9-83 8:17 a.m.	Financing Statement No. 16491 (No. 403704)
Nebraska Secretary of State - UCC Records	8-8-83 1:51 p.m.	No. 060949
Cheyenne County, Nebraska		
1. Real Estate Records	8-8-83 11:00 a.m.	Book 160, Page 160 (No. 16552)
	8-8-83 11:00 a.m.	Book 160, Page 205 (No. 16553)
2. UCC Records	8-8-83 11:30 a.m.	No. 198 65

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Deuel County, Nebraska		
1. Real Estate Records		
a. Mortgage	8-8-83 3:00 p.m.	Mortgage Book 46, Page 180 (No. 13519)
b. Financing Statement	8-8-83 3:10 p.m.	Mortgage Book 46, Page 225 (No. 13520)
2. UCC Records	8-8-83 3:15 p.m.	No. 78-13766
Garden County, Nebraska		
1. Real Estate Records	8-8-83 2:00 p.m.	Mortgage Book 34, Page 91
2. UCC Records	8-8-83 2:00 p.m.	No. 44420
North Dakota Secretary of State - UCC Records	8-8-83 4:45 p.m.	File No. 127,641
McKenzie County, North Dakota		
1. Real Estate Records	8-9-83 4:50 p.m.	Microfilm Document No. 253839
2. UCC Records	8-9-83 4:55 p.m.	No. 15160
Williams County, North Dakota		
1. Real Estate Records	8-8-83 9:47 a.m.	Microfilm Document No. 453701
2. UCC Records	8-8-83 9:46 a.m.	No. 35991
Oklahoma County Clerk - Central Filing UCC Records	8-8-83 2:14 p.m.	No. N005951
Custer County, Oklahoma		
1. Real Estate Records	8-8-83 8:55 a.m.	Book 570, Page 606 (No. 11005)
2. UCC Records	8-8-83 9:09 a.m.	No. 2409
Texas Secretary of State - UCC Records	8-8-83 8:00 a.m.	Amendment to No. 82-249570
Brazos County, Texas		
1. Deed of Trust Records	8-15-83 10:00 a.m.	Vol. 372, Page 845 (No. 273735)
2. UCC Records	8-15-83 10:00 a.m.	No. 2714

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Fayette County, Texas		
1. Deed of Trust Records		
a. Mortgage	8-8-3 11:00 a.m.	Vol. 637, Page 857
b. Financing Statement	8-8-83 11:00 a.m.	Vol. 638, Page 1
2. UCC Records	8-8-83 11:00 a.m.	No. 17559
Gonzales County, Texas		
1. Deed of Trust Records	8-8-83 2:00 p.m.	Vol. 161, Page 451 (No. 135232)
	8-8-83 2:00 p.m.	Vol. 161, Page 493 (No. 135233)
2. UCC Records	8-8-83 2:00 p.m.	No. 15464
Jefferson County, Texas		
1. Deed of Trust Records	8-9-83 10:00 a.m.	Film Code No. 100 27 0444 (File No. 8321746)
2. UCC Records	8-9-83 10:00 a.m.	No. 138284
Lee County, Texas		
1. Deed of Trust Records	8-8-83 1:45 p.m.	Vol. 96, Page 66 (No. 4554)
2. UCC Records	8-8-83 1:45 p.m.	No. 11042
Milam County, Texas		
1. Real Estate Records	8-8-83 8:00 a.m.	Vol. 495, Page 465 (No. 4836)
2. UCC Records	8-8-83 8:00 a.m.	No. 3281
Moore County, Texas		
1. Deed of Trust Records	8-9-83 9:15 a.m.	Vol. 125, Page 393 (No. 75744)
2. UCC Records	8-9-83 9:45 a.m.	No. 20224
Potter County, Texas		
1. Real Estate Records	8-8-83 11:16 a.m.	Vol. 1530, Page 60 (No. 562050)
2. UCC Records	8-8-83 8:30 a.m.	No. B 7754

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Shelby County, Texas		
1. Deed of Trust Records		
a. Mortgage	8-9-83 10:00 a.m.	Vol. 108, Page 517 (No. 3494)
b. Financing Statement	8-9-83 10:00 a.m.	Vol. 108, Page 517 (Financing Statement No. 31646)
2. UCC Records	8-9-83 10:00 a.m.	No. 31646
Utah Lt. Governor's Office - UCC Records	8-24-83 11:58 a.m.	No. 936313
Duchesne County, Utah		
1. Real Estate Records	8-24-83 12:10 p.m.	Book A-104, Page 682 (Entry No. 233136)
2. UCC Records	8-24-83 12:12 p.m.	Book A-104, Page 699 (Entry No. 233137)
Wyoming Secretary of State - UCC Records	9-22-83 9:45 a.m.	No. 209231
Johnson County, Wyoming		
1. Real Estate Records	8-8-83 1:45 p.m.	Book 197, Page 164 (No. 27788)
2. UCC Records	8-8-83 1:45 p.m.	Security Agreement No. 25523 (No. 27789)
Sublette County, Wyoming		
1. Real Estate Records	9-23-83 8:00 a.m.	Mortgage Book 40, Page 456 (No. 197982)
2. UCC Records	9-23-83 8:00 a.m.	No. U19140 (No. 197981)
Sweetwater County, Wyoming		
1. Real Estate Records	9-22-83 9:00 a.m.	Book 744, Page 1203 (No. 909442)
2. UCC Records	9-22-83 9:00 a.m.	No. U-125613 (No. 909443)
Texas General Land Office	9-24-83	Lease File M-86493
Utah State Lands & Forestry Department	8-26-83 8:00 a.m.	Lease File ML 16532

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Wyoming Commissioner of Public Lands	9-26-83 10:16 a.m.	Lease Files
Bureau of Land Management - Wyoming State Office	9-28-83 9:30 a.m.	Lease Files

C. Second Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of February 3, 1984, from Energetics Operating Company was recorded and filed as follows:

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
California Secretary of State - UCC Records	3-22-84 8:00 a.m.	Amendment to No. 83167287
Ventura County, California Official Records	2-22-84 8:30 a.m.	No. 19285
Colorado Secretary of State - UCC Records	2-15-84 2:50 p.m.	No. 687514
North Dakota Secretary of State - UCC Records	2-21-84 4:45 p.m.	File No. 133,890
McKenzie County, North Dakota		
1. Real Estate Records	2-21-84 11:10 a.m.	Microfilm Document No. 259336
2. UCC Records	2-21-84 11:15 a.m.	Microfilm Document No. 15707
Wyoming Secretary of State UCC Records	2-17-84 9:45 a.m.	No. 213864
Johnson County, Wyoming		
1. Real Estate Records	2-17-84 11:05 a.m.	Book 202, Pages 141-60 (No. 33156)
2. UCC Records	2-17-84 11:05 a.m.	SA #26369 (No. 33157)
Lincoln County, Wyoming		
1. Real Estate Records	2-21-84 9:00 a.m.	Book 210PR, Page 213 (No. 611268)
2. UCC Records	2-21-84 9:00 a.m.	No. U61744

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Sublette County, Wyoming		
1. Real Estate Records	2-21-84 8:00 a.m.	Book 41 Mtg., Page 240 (No. 199984)
2. UCC Records	2-21-84 8:00 a.m.	No. U-19514 (No. 199984)
Sweetwater County, Wyoming		
1. Real Estate Records	2-21-84 9:00 a.m.	Book 748, Pages 335-363 (No. 918865)
2. UCC Records	2-21-84 9:00 a.m.	Amendment to U-125613 (No. 918866)
Bureau of Land Management Wyoming State Office	2-17-84 9:30 a.m.	Lease Files

D. Third Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of May 1, 1984, from Energetics Operating Company was recorded and filed as follows:

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Colorado Secretary of State - UCC Records	5-9-84 3:58 p.m.	No. 708754
North Dakota Secretary of State - UCC Records	5-11-84 4:46 p.m.	No. 136,916
McKenzie County, North Dakota		
1. Real Estate Records	5-7-84 1:32 p.m.	Microfilm Document No. 261523
2. UCC Records	5-7-84 1:34 p.m.	Microfilm Document No. 16008
Wyoming Secretary of State UCC Records	5-9-84 10:16 p.m.	No. 216830
Johnson County, Wyoming		
1. Real Estate Records	5-7-84 4:40 p.m.	Book 205, Page 157 (No. 35533)
2. UCC Records	5-7-84 4:40 p.m.	No. 35534
Lincoln County, Wyoming		
1. Real Estate Records	5-8-84 2:10 p.m.	Book 213 PR, Page 476 (No. 615262)
2. UCC Records	5-8-84 2:10 p.m.	No. U-62567

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Sublette County, Wyoming		
1. Real Estate Records	5-8-84 10:46 a.m.	Mortgage Book 41, Page 628 (No. 201174)
2. UCC Records	5-8-84 10:46 a.m.	No. 201175, Amending No. U-19140 and No. U-19514
Sweetwater County, Wyoming		
1. Real Estate Records	5-8-84 3:05 p.m.	Book 752, Page 292 (No. 924548)
2. UCC Records	5-8-84 3:05 p.m.	No. 924549
Bureau of Land Management Wyoming State Office	5-9-84 9:46 a.m.	Lease Files

ND-284 East Dimmick Lake

EXHIBIT "AA"

Mortgage
Energetics Operating Compa

MCKENZIE COUNTY, NORTH DAKOTA
INSOFAR AND ONLY INSOFAR AS

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
Tank #24-15	BPO 4.6713130% APO 3.3074200%	BPO 3.415034% APO 2.530333%	4/29/83	Document No. 251486		L.S. Youngblood Co.	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼
			12/19/82			Tenneco Oil Company	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼ Limited to the Interlake Formation only.
			5/13/80	258	43	Glenn Pittsley a/k/a Glenn W. Pittsley, et ux	Wilbanks & Associates, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼
			2/23/81	269	457	Robert Claypool Hodge	B. D. Alexander	Township 151 N, Range 96 W Section 15: S½SE¼
			7/27/79	238	409	Fred L. Rounds, et ux	Dennis W. Yockim	Township 151 N, Range 96 W Section 15: S½SE¼
			10/1/80	264	315	H. Earl Hart Independent Executor of the Estate of John A. Birdsong, Deceased	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼
			1/12/82	294	95	Dean F. Smith, Trustee for the Dean F. Smith Trust dated 9/16/69	Energetics, Inc.	Township 151 N, Range 96 W Section 15: N½SE¼

* A Lien Statement has been placed of record against the interest of Energetics, Inc., et al, by the following companies and in the below stated amounts.

Tank 24-15

Corrosion Specialists, Ltd. $70,659.00

George E. Tank, Jr. and Phyllis B. Tank, husband and wife, the Lessors of an Oil and Gas Lease which effectively covers 50% of all production from the Tank 24-15 Well, have demanded that said Lease be released, and as a result, a quiet title action has been commenced against said Lessors in North Dakota by the Leasehold owners. The interests shown herein are made expressly subject to the outcome of such litigation.

ND-284 East Dimmick Lake

EXHIBIT "AA"

Mortgage
Energetics Operating Company

MCKENZIE COUNTY, NORTH DAKOTA

INSOFAR AND ONLY INSOFAR AS

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
			4/7/82	Document No. 243468		Janco, Inc.	Energetics, Inc.	Township 151 N, Range 96 W Section 15: N½SE¼
			11/14/78	228	465	State of North Dakota acting by and through its Board of University and School Lands	UV Industries, Inc.	Township 151 N, Range 96 W Section 15: N½SE¼
			7/5/78	223	31	Melvin B. Anderson, Personal Representative for the Estate of Thea Anderson, Deceased	Norman Jessen & Associates, Inc.	Township 151 N, Range 96 W Section 15: N½SE¼
			1/25/83	Document No. 249218		J. Lee Youngblood Trustee under Trust Agreement dated 4/16/73	Ranger Oil Co.	Township 151 N, Range 96 W Section 15: S½SE¼
			2/23/81	297	19	T. F. Hodge	B. D. Alexander	Township 151 N, Range 96 W Section 15: S½SE¼
			2/23/81	297	17	T. F. Hodge	B.D. Alexander	Township 151 N, Range 96 W Section 15: N½SE¼
			7/27/79	238	255	Leslie F. Judkins, et ux	Dennis W. Yockim	Township 151 N, Range 96 W Section 15: S½SE¼
			2/23/81	269	463	T.F. Hodge, Agent and Attorney-in-Fact for James Blaine Hodge	B. D. Alexander	Township 151 N, Range 96 W Section 15: S½SE¼

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ND-284 East Dimmick Lake

EXHIBIT "AA"

Mortgage
Energetics Operating Co. [redacted]n

MCKENZIE COUNTY, NORTH DAKOTA

INSOFAR AND ONLY INSOFAR AS

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
			2/23/81	269	459	John Randolph Hodge	B. D. Alexander	Township 151 N, Range 96 W Section 15: S½SE¼
			7/27/79	238	379	Oscar Menge, et ux	Dennis W. Yockim	Township 151 N, Range 96 W Section 15: S½SE¼
			8/1/79	239	525	Doris L. Walters, et vir	Dennis W. Yockim	Township 151 N, Range 96 W Section 15: S½SE¼
			7/27/79	238	357	Dale E. Pittsley, et ux	Dennis W. Yockim	Township 151 N, Range 96 W Section 15: S½SE¼
			3/6/80	249	253	Arlo Pittsley, et ux	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼
			3/27/80	249	255	Phyllis Knecht, et vir	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼
			3/3/80	249	251	Helen Gholson Vaughan, et vir	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼
			6/28/79	239	445	Sidney G. Muirhead, et ux	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼
			10/1/80	259	35	H. A. Hedberg, Married & dealing in his sole & separate property	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼

ND-284 East Dimmick Lake

EXHIBIT "AA"

Mortgage
Energetics Operating Company

MCKENZIE COUNTY, NORTH DAKOTA
INSOFAR AND ONLY INSOFAR AS

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
			10/3/80	259	33	Ernest Pittsley, Married	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼
			10/17/80	260	565	Dean F. Smith & Dean F. Smith, Jr. as Trustees of the Leslie Wright Smith Trust	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼
			10/1/80	259	183	Robert H. Pittsley, Married	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼
			10/3/80	263	123	Neil Pittsley	Energetics, Inc.	Township 151 N, Range 96 W Section 15: S½SE¼
			9/18/78	229	371	George E. Tank, Jr. et ux	Petro-Lewis Funds, Inc.	Township 151 N, Range 96 W Section 15: SW¼

Mortgage
Energetics Operating Company

JOHNSON COUNTY, WYOMING

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Book	Recorded Page	Lessor	Lessee	Description
Hill #40-27	BPO 7.7732660% APO 5.1760300%	BPO 5.766220% APO 3.913370%	10/28/80	170	535	John P. Ellbogen	Robert L. Russin	Township 45 N, Range 80 W Section 27: NE¼ Containing 160.00 acres more or less.
			12/01/81	180	163	William R. Hays, Trustee Wendy Trust	Energetics, Inc.	SAME AS ABOVE
			12/17/81	181	100	Thomas G. Dorough Trust Partnership, Thomas G. Dorough Sole Trustee	Energetics, Inc.	SAME AS ABOVE
			12/17/81	181	102	Stuart Hunt, et ux	Energetics, Inc.	SAME AS ABOVE
			12/17/81	181	104	Sherman Hunt, et ux	Energetics, Inc.	SAME AS ABOVE
			7/14/81	175	165	Robert F. Townsend	Louis S. Madrid	SAME AS ABOVE
			8/8/80	163	73	Viola Hill	B. K. Killion	Township 45 N, Range 80 W Section 27: SE¼ Containing 160.00 acres
			8/8/80	163	75	Harold R. Ward, et ux	B. K Killion	SAME AS ABOVE

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* A Lien Statement has been placed of record against the interest of Energetics, Inc., et al, by the following companies and in the below stated amounts.

Hill 40-27

B. J. Hughes Services	$11,579.36
Corrosion Specialists, Ltd.	4,800.00
Nelco Manufacturing, Inc.	10,680.99

WY-467

EXHIBIT "AA"

Mortgage
Energetics Operating
Company

LINCOLN COUNTY, WYOMING

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description
Federal #10-5	BPO - APO 31.700000% ABPO 32.026250%	BPO - APO 26.358251%	5/1/82	187	204	W-79308	Energetics, Inc.	Township 26 N, Range 111 W, 6th P.M. Section 5: Lot 3 Containing 39.92 acres, more or less in Lincoln County, Wyoming
			10/1/81	729	1956	W-72845	Larry L. Hanson	Township 26 N, Range 111 W, 6th P.M. Section 5: Lot 4, S½NW¼ Containing 119.84 acres, more or less in Lincoln County, Wyoming.

A Lien Statement has been placed of record against the interest of Energetics, Inc., et al, by the following companies and in the below stated amounts.

Hanson Federal 10-5

Dowell, Inc., Division of Dow Chemical, U.S.A.	$ 1,524.02
Western Company of N.A.	69,085.26

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Mortgage
Energetics Operating
Company

Well Name	Working Interest		Net Revenue Interest		Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
Federal #30-33	BPO APO ABPO	- - .435000%	BPO APO	- -	1/1/76			W-53094	Owen P. Miles, Jr.	Township 27 N, Range 111 W, 6th, P.M. Section 33: Lots 3,4, NE¼SW¼ Containing 101.35 acres, more or less in Sublette County Wyoming.
					4/1/76			W-54137	Melvin Meester	Township 27 N, Range 111 W 6th, P.M. Section 33: NW¼SW¼ Containing 40.00 acres, more or less in Sublette County, Wyoming

WY-650

EXHIBIT "AA"

Mortgage
Energetics Operating
Company

Well Name	Working Interest		Net Revenue Interest		Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
Hanson Federal #20-1	BPO APO ABPO	- - .362500%	BPO APO	- -	4/1/79			W-67178	Phyllis Hanson	Township 27 N, Range 112 W, 6th P.M. Section 1: Lots 1,2, S½NE¼ Containing 160.06 acres, more or less in Sublette County, Wyoming.

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WY-650

EXHIBIT "AA"

Mortgage
Energetics Operati
Company

Well Name	Working Interest		Net Revenue Interest		Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description
Hanson Federal #30-1	BPO APO ABPO	- - .362500%	BPO APO	- -	10/1/78	57	79	W-64985	L. A. Walstrom, Jr.	Township 27 N, Range 112 W, 6th P.M. Section 1: SW¼ Containing 160.00 acres more or less in Sublette County, Wyoming

EXHIBIT "AA"

Mortgage
Energetics Operating Company

SUBLETTE COUNTY, WYOMING

Well Name	Working Interest		Net Revenue Interest		Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description
Walstrom Federal #30-1	BPO APO ABPO	- - .362500%	BPO APO	- -	10/1/78	57	79	W-64985	L. A. Walstrom, Jr.	Township 27 N, Range 112 W, 6th P.M. Section 1: SW¼ Containing 160.00 acres more or less in Sublette County, Wyoming

* A Lien Statement has been placed of record against the interest of Energetics, Inc., et al, by the following companies and in the below stated amounts.

Walstrom Federal 30-1

Dowell, Inc., Division of Dow Chemical, U.S.A	$24,288.17

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Mortgage
Energetics Operating Company

[redacted]

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book / Page	Lessor	Lessee	INSOFAR AND ONLY INSOFAR AS Description
Blue Forest 30-5	BPO 20.87500% APO 18.78750%	BPO 15.656250% APO 14.090625%	6/1/67		W-6183	Dorothy Chorney	Township 25 N, Range 110 W 6th P.M. Section 31: E½SW¼ Containing 80.00 acres more or less Sweetwater County, Wyoming
			7/1/67		W-6735	Dorothy Chorney	Township 24 N, Range 111 W 6th P.M. Section 12: N½ Containing 320.00 acres more or less Sweetwater County, Wyoming
			7/1/67		W-6735/A	Dorothy Chorney	Township 24 N, Range 110 W 6th P.M. Section 7: Lots 3,4,9, 10 Containing 40.20 acres more or less Sweetwater County, Wyoming
			9/1/67		W-7992	Mary Ellen Winn	Township 25 N, Range 110 W 6th P.M. Section 31: NE¼ Section 32: N½ Containing 480.00 acres more or less Sweetwater County, Wyoming
			1/1/67		W-20158	Raymond Chorney	Township 24 N, Range 111 W 6th P.M. Section 14: E½ Containing 320.00 acres more or less Sweetwater County, Wyoming

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Mortgage
Energetics Operating Company

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Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	INSOFAR AND ONLY INSOFAR AS Description
			1/1/67			W-20160	Dorothy Chorney	Township 24 N, Range 111 W, 6th P.M. Section 11: W½ Containing 320.00 acres more or less Sweetwater County, Wyoming
			3/1/73			W-38493	Janet M. Breene	Township 24 N, Range 110 W, 6th P.M. Section 8: ALL Containing 640.00 acres more or less Sweetwater County, Wyoming
			9/1/74			W-46978	Marshall & Winston, Inc.	Township 25 N, Range 110 W, 6th P.M. Section 32: SE¼ Containing 160.00 acres more or less Sweetwater County, Wyoming
			10/1/74			W-47396	Lucretia G. Goldsmith	Township 24 N, Range 111 W, 6th P.M. Section 1: S½ Containing 320.00 acres more or less Sweetwater County, Wyoming
			1/1/67			W-3331	Ivan S. Osborn	Township 24 N, Range 110 W, 6th P.M. Section 17: ALL Section 18: NE¼, N½SE¼, SE¼SE¼ Section 20: ALL Containing 1,560.00 acres more or less Sweetwater County, Wyoming

Mortgage
Energetics Operating Company

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	INSOFAR AND ONLY INSOFAR AS Description
			1/1/67			W-3332	C. E. Strange	Township 24 N, Range 110 W, 6th P.M. Section 6: Lots 1-14, S½NE¼, SE¼ Section 7: Lots 1,2,5,8,11, N½NE¼ Township 24 N, Range 111 W, 6th P.M. Section 12: S½ Section 13: S½ Containing 1,592.96 acres more or less Sweetwater County, Wyoming
			12/1/65			W-0320179	R. Birdsong	Township 24 N, Range 110 W, 6th P.M. Section 29: ALL Containing 640.00 acres more or less Sweetwater County, Wyoming
			12/1/65			W-0320793	Dorothy Chorney	Township 25 N, Range 110 W, 6th P.M. Section 33: N½ Containing 320.00 acres more or less Sweetwater County, Wyoming
			3/1/66			W-0323108	C. E. Brehm	Township 24 N, Range 111 W, 6th P.M. Section 1: Lots 9,10,11,12, S½N½ Containing 376.48 acres more or less Sweetwater County, Wyoming
			12/1/66			W-2679	Esther Chorney	Township 24 N, Range 110 W, 6th [redacted] Section 5: Lots 1,2,3,4, S½N½, S Section 18: Lots 1-12, SW¼SE¼ Containing 1,025.48 acres more or less Sweetwater County, Wyoming

Mortgage
Energetics Operating Company

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	INSOFAR AND ONLY INSOFAR AS Description
			10/1/74			W-47398	Stanley W. Crosby	Township 24 N, Range 111 W, 6th P.M. Section 13: N½ Containing 320.00 acres more or less Sweetwater County, Wyoming
			10/1/75			W-52070	Josephine E. Frye	Township 25 N, Range 110 W, 6th P.M. Section 31: Lots 1,2, E½NW¼ Containing 160.57 acres more or less Sweetwater County, Wyoming
			4/1/76			W-53080	Roger W. Anderson	Township 25 N, Range 110 W, 6th P.M. Section 31: NW¼SE¼ Containing 40.00 acres more or less Sweetwater County, Wyoming

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Mortgage
Energetics Operati
Company

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	INSOFAR AND ONLY INSOFAR AS Description
Federal #30-12	8.538000% BPO 6.085000% APO	6.6596400% BPO 4.9592750% APO	10/1/72			W-36421	William H. Short, Jr.	Township 26 N, Range 111 W 6th P.M. Section 12: SW¼ Containing 160.00 acres more or less. Sweetwater County, Wyoming

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Mortgage
Energetics Operating Company

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	INSOFAR AND ONLY INSOFAR AS Description
Federal #40-15	11.1620000% BPO 5.5810000% APO	8.538900% 4.492705%	10/1/81			W-72845	Larry S. Hanson	Township 26 N, Range 111 W 6th P.M. Section 15: N½SE¼ Containing 80.00 acres more or less Sweetwater County, Wyoming
			7/1/76			W-67236	E. B. Stern, Jr. Joseph J. Falgout, Lester B. Kabacoff	Township 26 N, Range 111 W 6th P.M. Section 15: S½SE¼ Containing 80.00 acres more or less Sweetwater County, Wyoming

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Mortgage
Energetics Operating Company

SWEETWATER COUNTY, WYOMING

INSOFAR AND ONLY INSOFAR AS

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
Federal #42-20	15.7371910% BPO 9.2905610% APO	11.8026933% BPO 6.9679208% APO	11/1/63	742	1581	W-0279705-B	R. K. O'Connell	Township 25 N, Range 110 W 6th P.M. Section 20: NE¼SW¼, N½SE¼ Containing 120.00 acres more or less Sweetwater County, Wyoming
* A Lien Statement has been placed of record against the interest of Energetics, Inc., et al, by the following companies and in the below stated amounts.			3/1/66	431 731	379 1915	W-0323104	Samuel Mandel	Township 25 N, Range 110 W 6th P.M. Section 20: NW¼NW¼ Containing 40.00 acres more or less Sweetwater County, Wyoming
			3/1/66	742	311	W-0323103	Robert I. Seale	Township 25 N, Range 110 W 6th P.M. Section 20: N½NE¼, NE¼NW¼ Containing 120.00 acres more or less Sweetwater County, Wyoming
			8/1/65	744	911	W-0318316-A	J. F. LaCoy	Township 25 N, Range 110 W 6th P.M. Section 20: S½S½ Containing 160.00 acres more or less Sweetwater County, Wyoming
			6/1/67			W-6182-A	Virginia G. Stouffer	Township 25 N, Range 110 W 6th P.M. Section 20: SW¼NW¼ Containing 40.00 acres more or less Sweetwater County, Wyoming

Federal 42-20

Exeter Drilling Northern, Inc.	$228,963.75
Schlumberger Well Service	38,786.72
Vinson Supply Company	33,487.10
Western Company of N.A.	2,192.67

Energetics, Inc. is currently involved in litigation with Mr. Alfred Ching, which litigation involves, among other issues, the interest of Mr. Ching pursuant to a January 28, 1974, Letter Agreement, wherein Mr. Ching and Energetics, Inc. attempted to set forth their Agreement whereby Energetics was to acquire all the leasehold interest of Alfred Ching in certain prospect areas, including the subject lands. The interests shown herein are made expressly subject to the outcome of such litigation.

EXHIBIT "AA"

Mortgage
Energetics Operating Company

SWEETWATER COUNTY, WYOMING

Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
al #42-20			4/1/66			W-0323866-A	William C. Armor, Jr.	Township 25 N, Range 110 W, 6th P.M. Section 20: S½NE¼, SE¼NW¼ Containing 120.00 acres more or less Sweetwater County, Wyoming

285

WY-467

EXHIBIT "AA"

Mortgage
Energetics Operating
Company

SWEETWATER COUNTY, WYOMING

Well Name		Working Interest		Net Revenue Interest		Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
Haun Federal #10-9	BPO APO ABPO	- - .634375%	BPO APO	- -	3/1/83	522	318	W-57837	W. G. Haun	Township 26 N, Range 111 W, 6th P.M Section 9: NW¼ Containing 160.00 acres more or les in Sweetwater County, Wyoming

2816

* A Lien Statement has been placed of record against the interest of Energetics, Inc., et al, by the following companies and in the below stated amounts.

Haun Federal 10-9

Vinson Supply Company $27,621.57

WY-467

EXHIBIT "AA"

Mortgage
Energetics Operating
Company

LINCOLN COUNTY, WYOMING

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description
Haun Federal #20-5	BPO -	BPO -	3/1/73	735	1540	W-38503	W.G. Haun	Township 26 N, Range 111 W, 6th P.M. Section 5: Lots 1,2, S½NE¼ Containing 160.08 acres, more or less in Sweetwater County, Wyoming
	APO -	APO -						
	ABPO .634375%							

* A Lien Statement has been placed of record against the interest of Energetics, Inc., et al, by the following companies and in the below stated amounts.

Haun Federal 20-5

Dowell, Inc., Division of Dow Chemical, U.S.A.	$80,770.40

287

288 Released BK. 14 Rel. @ Pg. 101

MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

From

ROCKY MOUNTAIN OILFINDERS, INC.

to

VAN A. HORSLEY, TRUSTEE

and

DENVER NATIONAL BANK

202652

RECORDED August 3 1984 8:00 AM
IN BOOK 42 Mtg PAGE 288
FEES $6.25 Lana York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES."

"THE OIL AND GAS INTERESTS INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

Dated July 1st, 1984

MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated July 1, 1984, is from ROCKY MOUNTAIN OILFINDERS, INC. a Colorado corporation, (herein called the "Mortgagor"), to VAN A. HORSLEY, as Trustee (herein called the "Trustee"), and DENVER NATIONAL BANK, a national banking corporation (herein called "Bank").

(a) The Mortgagor and the Bank have entered into a Secured Revolving Credit Agreement, dated of even date herewith (herein, as the same may be amended, modified or supplemented from time to time, called the "Loan Agreement"), pursuant to which the Bank has agreed to lend to the Mortgagor amounts not to exceed Five Million and No One-Hundredths Dollars ($5,000,000) at any one time outstanding, and the Mortgagor, to evidence its indebtedness to the Bank under the Loan Agreement, has executed and delivered to the Bank its promissory note, dated of even date herewith (herein called the "Loan Note"), in the principal amount of Five Million and No One-Hundredths Dollars $5,000,000.00, the Loan Note being payable to the order of the Bank on demand, bearing interest at the rates provided for therein, and containing provisions for payment of attorneys' fees and acceleration of maturity in the event of default, as therein set forth.

(b) For all purposes of this instrument, unless the context otherwise requires:

A. "Oil and gas leases" shall include oil, gas and mineral leases and shall also include subleases and assignments of operating rights.

B. "Hydrocarbons" shall mean oil, gas and other liquid or gaseous hydrocarbons.

C. "Production Sale Contracts" shall mean contracts now in effect, or hereafter entered into by the Mortgagor, or the Mortgagor's precedessors in interest, for the sale, purchase, exchange or processing of Hydrocarbons produced from the lands described in Exhibit A attached hereto and made a part hereof.

D. "Lands described in Exhibit A" shall include any lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference to another instrument or document, and shall also include any lands now or hereafter unitized or pooled with lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference.

E. "Operating Equipment" shall mean all surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature (excluding drilling rigs, trucks, automotive equipment or other property taken to the premises to drill a well or for other similar temporary uses) now or hereafter located on or under any of the lands described in Exhibit A which are useful for the production, treatment, storage or transportation of oil, gas, and other liquid or gaseous hydrocarbons, including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, Christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering, treating and compression), chemicals, solutions, water systems (for treating, disposal and injection), power plants, poles, lines,

transformers, starters and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading docks, loading racks and shipping facilities.

F. "Mortgaged Property" shall mean the properties, rights and interests hereinafter described and defined as the Mortgaged Property.

G. "Indebtedness," "Note" and "Notes" shall have the respective meanings set forth in Section 1.2 hereof.

NOW THEREFORE, the Mortgagor, for and in consideration of the premises and of the debts and trusts hereinafter mentioned, has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustee, for the use and benefit of the Bank, all the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in all of the hereinafter described properties, rights and interests; and, insofar as such properties, rights and interests consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (as in effect in the appropriate jurisdiction with respect to each of said properties, rights and interests), the Mortgagor hereby grants to said Trustee, for the use and benefit of the Bank, a security interest therein; namely:

(a) the lands described in Exhibit A, and the oil and gas leases, the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit A,

(b) the presently existing unitization and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A,

(c) the Hydrocarbons which are in, under, upon, produced or to be produced from the lands described in Exhibit A,

(d) the Production Sale Contracts,

(e) the Operating Equipment, and

(f) all proceeds of the foregoing,

together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instrument relating thereto, and all contracts, operating agreements, records, logs, rights-of-way, franchises, easements, surface leases, permits, licenses, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which the Mortgagor might at any time have or be entitled to,

all the aforesaid properties, rights and interests, together with any additions thereto which may be subjected to the lien of this instrument by means of supplements hereto, being hereinafter called the "Mortgaged Property."

Subject, however, to (a) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of such properties and interests in Exhibit A (including all presently existing royalties, payments out of production and other burdens which are referred to in Exhibit A and/or which are taken into consideration in computing the decimal or fractional interest as set forth in Exhibit A), (b) the assignment of production contained in Article III hereof, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 hereof, and (c) the condition that neither the Trustee nor the Bank shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee forever to secure the payment of the Indebtedness and to secure the performance of the obligations of the Mortgagor herein contained.

The Mortgagor, in consideration of the premises and to induce the Bank to make the loans above described, hereby covenants and agrees with both the Trustee and the Bank as follows:

ARTICLE I

Indebtedness Secured

1.1 Items of Indebtedness Secured. The following items of indebtedness are secured hereby:

(a) The Loan Note, and all other obligations and liabilities of the Mortgagor under the Loan Agreement;

(b) Any sums advanced or expenses or costs incurred by the Trustee or the Bank (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms hereof, plus interest thereon at the rate herein specified or otherwise agreed upon, from the date of the advances or the incurring of such expenses or costs until reimbursed;

(c) Any and all other indebtedness of the Mortgagor to the Bank now or hereafter owing, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, regardless of how evidenced or arising;

(d) All additional loans and advances which may from time to time be made by the Bank to or for the benefit of the Mortgagor, whether made pursuant hereto, or pursuant to the Loan Agreement, or otherwise. The total of the principal indebtedness presently existing as hereinabove described, together with any and all additional loans and advances which may be made by the Bank to or for the benefit of Mortgagor shall not exceed the total sum of Five Million Dollars ($5,000,000.00),

such further advances, if any, to be advanced on or before one (1) year from the date of this indenture, the Bank not being obligated, however, to make such additional loans, it being further provided that future advances, if any, increasing an obligation to the amount of the original principal after repayment of a portion of the debt has been made, are also secured hereby; and

(e) Any extensions or renewals of all such indebtedness described in subparagraphs (a) through (d) above whether or not the Mortgagor executes any extension agreement or renewal instrument, the Bank not being obligated, however, to renew or extend said indebtedness or any part thereof.

1.2 Indebtedness and the Notes Defined. All the above items of indebtedness are hereinafter collectively referred to as the "Indebtedness." Any promissory note evidencing any part of the Indebtedness, including, without limitation, the Loan Note, is hereinafter referred to individually as a "Note" and all such promissory notes are hereinafter referred to collectively as the "Notes."

ARTICLE II

Particular Covenants and Warranties of the Mortgagor

2.1 Payment of the Indebtedness. The Mortgagor will duly and punctually pay the indebtedness, including each and every obligation owing on account of the Notes.

2.2 Warranties. The Mortgagor warrants that (a) the oil and gas leases described in Exhibit A hereto are valid, subsisting leases, superior and paramount to all other oil and gas leases respecting the properties to which they pertain, (b) the Mortgagor, to the extent of the interest specified in Exhibit A, has valid and indefeasible title to each property right or interest constituting the Mortgaged Property and has a good and legal right to grant and convey the same to the Trustee, it being understood that the Mortgagor's interest in each oil and gas lease and operating equipment shall exceed the Mortgagor's net interest in production from such lease to the extent of the Mortgagor's proportionate share of the burden of all royalties, overriding royalties and other such payments out of production, (c) the Mortgaged Property is free from all encumbrances or liens whatsoever, except as may be specifically set forth in Exhibit A or as permitted by the provisions of Section 2.5(e) hereof, and (d) the Mortgagor is not obligated, by virtue of any prepayment under any contract providing for the sale by the Mortgagor of Hydrocarbons which contains a "take or pay" clause or under any similar arrangements, to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor. The Mortgagor will warrant and forever defend the Mortgaged Property unto the Trustee against every person whomsoever lawfully claiming the same or any part thereof, and the Mortgagor will maintain and preserve the lien hereby created so long as any of the Indebtedness remains unpaid.

2.3 Further Assurances. The Mortgagor will execute and deliver such other and further instruments and will do such other and further acts as in the opinion of the Trustee may be necessary or desirable to carry out more effectually the purposes of this instrument, including, without limiting the generality of the foregoing, (a) prompt correction of any defect which may hereafter be discovered in the title to the Mortgaged Property or in the execution and acknowledgment of this instrument, any Note, or any

other document executed in connection herewith, and (b) prompt execution and delivery of all division or transfer orders which in the opinion of the Bank are needed to transfer effectually to the Bank the assigned proceeds of production from the Mortgaged Property.

2.4 Taxes. Subject to the Mortgagor's right to contest the same, the Mortgagor will promptly pay all taxes, assessments and governmental charges legally imposed upon this instrument or upon the Mortgaged Property or upon the interest of the Trustee or the Bank therein, or upon the income and profits thereof.

2.5 Operation of the Mortgaged Property. So long as the Indebtedness or any part thereof remains unpaid, and whether or not the Mortgagor is the operator of the Mortgaged Property, the Mortgagor shall, at the Mortgagor's own expense:

(a) Do all things necessary to keep unimpaired the Mortgagor's rights in the Mortgaged Property and not, except in the ordinary course of business, abandon any well or forfeit, surrender or release any oil and gas lease or any rights in the Mortgaged Property or enter into any operating agreement with respect to the Mortgaged Property without the prior written consent of the Trustee;

(b) Cause the Mortgaged Property to be maintained, developed, protected against drainage, and continuously operated for the production of Hydrocarbons in a good and workmanlike manner as would a prudent operator, and in accordance with generally accepted practices, applicable operating agreements, and all applicable federal, state and local laws, rules and regulations, excepting those being contested in good faith;

(c) Cause to be paid, promptly as and when due and payable, all rentals and royalties payable in respect of the Mortgaged Property, and all expenses incurred in or arising from the operation or development of the Mortgaged Property;

(d) Cause the Operating Equipment to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements thereof or thereto, needful to the production of Hydrocarbons from the Mortgaged Property, to be promptly made;

(e) Cause the Mortgaged Property to be kept free and clear of liens, charges and encumbrances of every character, other than (1) the lien thereof, (2) taxes constituting a lien but not due and payable, (3) defects or irregularities in title, and liens, charges or encumbrances, which are not such as to interfere materially with the development, operation or value of the Mortgaged Property and not such as to affect materially title thereto, (4) those set forth or referred to in Exhibit A, (5) those being contested by the Mortgagor in good faith in such manner as not to jeopardize the Trustee's and the Bank's rights in and to the Mortgaged Property, and (6) those consented to in writing by the Trustee; and

(f) Carry in standard insurance companies and in amounts satisfactory to the Trustee the following insurance: (1) workmen's compensation insurance and public liability and property damage insurance in respect of all activities in which the Mortgagor might incur personal liability for the death of or injury to an employee or third person, or damage to or destruction of another's property; and (2)

to the extent such insurance is carried by others engaged in similar undertakings in the same general areas in which the Mortgaged Property is located, insurance in respect of the Operating Equipment, against loss or damage by fire, lightning, hail, tornado, explosion and other similar risks.

2.6 Recording Obligations and Maintenance of Lien. The Mortgagor will promptly, and at the Mortgagor's expense, record, register, deposit and file this and every other instrument in addition or supplemental hereto in such offices and places and at such times and as often as may be necessary to create, preserve, protect and renew the lien hereof as a first lien on real or personal property as the case may be and the rights and remedies of the Trustee and of the Bank, and otherwise will do and observe all things or matters necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States of America or of any other competent authority, for the purpose of effectively creating, maintaining and preserving the lien hereof on the Mortgaged Property. At its option, the Bank, or its agents or attorneys acting on behalf of the Bank, may secure the recording, registering, depositing, or filing as necessary, but the same shall be at the Mortgagor's expense.

2.7 Sale or Mortgage of the Mortgaged Property. Except for sales of severed Hydrocarbons in the ordinary course of the Mortgagor's business and the lien and security interest created by this instrument, the Mortgagor will not sell, convey, mortgage, pledge, pool, unitize or otherwise dispose of or encumber the Mortgaged Property nor any portion thereof, nor any of the Mortgagor's right, title or interest therein, without first securing the written consent of the Trustee; and the Mortgagor will not enter into any arrangement with any gas pipeline company or other consumer of Hydrocarbons regarding the Mortgaged Property whereby said gas pipeline company or consumer may set off any claim against the Mortgagor by withholding payment of any Hydrocarbons actually delivered.

2.8 Records, Statements and Reports. The Mortgagor will keep proper books of record and account in which complete and correct entries will be made of the Mortgagor's transactions in accordance with generally accepted accounting principles and will furnish or cause to be furnished to the Bank upon its request, or as set forth in the Loan Agreement where applicable, (a) reports prepared by an independent person or firm acceptable to the Bank concerning (1) the quantity of Hydrocarbons recoverable from the Mortgaged Property, (2) the projected income and expense attributable to the Mortgaged Property, and (3) the expediency of any change in methods of treatment or operation of all or any wells productive of Hydrocarbons, any new drilling or development, any method of secondary recovery by repressuring or otherwise, or any other action with respect to the Mortgaged Property, the decision as to which may increase or reduce the quantity of Hydrocarbons ultimately recoverable, or the rate of production thereof, (b) reports showing the gross proceeds from the sale of Hydrocarbons produced from the Mortgaged Property (including any thereof taken by the Mortgagor for the Mortgagor's own use), the quantity of such Hydrocarbons sold, the severance, gross production, occupation, or gathering taxes deducted from or paid out of such proceeds, the number of wells operated, drilled or abandoned, and such other information as the Bank may reasonably request (upon request of the Bank, such reports referred to in clauses (a) and (b) above shall set forth such information on a lease or unit basis), and (c) such other information concerning the business and affairs and financial condition of the Mortgagor as the Bank may from time to time reasonably request.

2.9 No Governmental Approvals. The Mortgagor warrants that no approval or consent of any regulatory or administrative commission or authority, or of any other governmental body, is necessary to authorize the execution and delivery of this instrument or of the Notes, or to authorize the observance or performance by the Mortgagor of the covenants herein or in the Notes contained.

2.10 Right of Entry. The Mortgagor will permit the Trustee or the Bank or the agents of either of them, to enter upon the Mortgaged Property, and all parts thereof, for the purpose of investigating and inspecting the condition and operation thereof.

2.11 Corporate Mortgagor. The Mortgagor will continue to be duly qualified to transact business in each state where the conduct of its business requires it to be qualified, and will not, without the prior written consent of the Bank consolidate or merge with any other corporation.

ARTICLE III

Assignment of Production

3.1 Assignment. As further security for the payment of the Indebtedness, the Mortgagor hereby transfers, assigns, warrants and conveys to the Bank, effective as of the first day of June, 1984, at 7:00 a.m., local time, all Hydrocarbons which are thereafter produced from and which accrue to the Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Bank by virtue of the provisions of this Article, are authorized and directed to treat and regard the Bank as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Bank, and shall be under no obligation to see to the application by the Bank of any such proceeds or payments received by it.

3.2 Application of Proceeds. All payments received pursuant to Section 3.1 hereof shall be credited by the payee, or holder, as follows:

First: To the payment and satisfaction of all costs and expenses incurred in connection with the collection of such proceeds, and the payment and reimbursement of all items of the Indebtedness not evidenced by any Note.

Second: To the payment and satisfaction of the accrued interest on the Notes.

Third: To the amounts of principal then due and owing on the Notes.

Fourth: The balance, if any, shall either be applied on the then unmatured principal amounts of the Notes, such application to be on such of the Notes and installments thereof, if said Notes are installment Notes, as the Bank may select, or, at the sole option of the Bank, released to the Mortgagor.

3.3 No Liability of the Bank in Collecting. The Bank is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagor for funds actually received.

3.4 Assignment Not a Restriction on the Bank's Rights. Nothing herein contained shall detract from or limit the absolute obligation of the Mortgagor to make payment of the Indebtedness regardless of whether the proceeds assigned by this Article are sufficient to pay the same, and the rights under this Article shall be in addition to all other security now or hereafter existing to secure the payment of the Indebtedness.

3.5 Status of Assignment. Notwithstanding the other provisions of this Article, the Trustee or any receiver appointed in judicial proceedings for the enforcement of this instrument shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after any Note has been declared due and payable in accordance with the provisions of Section 4.1 hereof and to apply all of said proceeds as provided in Section 3.2 hereof. Upon any sale of the Mortgaged Property or any part thereof pursuant to Article V, the Hydrocarbons thereafter produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Article.

3.6 Indemnity. The Mortgagor agrees to indemnify the Trustee and the Bank against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature (all hereinafter in this Section 3.6 called "claims") made against or incurred by them or either of them as a consequence of the assertion, either before or after the payment in full of the Indebtedness, that they or either of them received Hydrocarbons herein assigned or the proceeds thereof claimed by third persons, and the Trustee and the Bank shall have the right to defend against any such claims, employing attorneys therefor, and unless furnished with reasonable indemnity, they or any of them shall have the right to pay or compromise and adjust all such claims. The Mortgagor will indemnify and pay to the Trustee or the Bank any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Bank and the Trustee or any of them. The obligations of the Mortgagor as hereinabove set forth in this Section 3.6 shall survive the release of this instrument.

ARTICLE IV

Events of Default

4.1 Events of Default Hereunder. In case any one or more of the following "events of default" shall occur and shall not have been remedied:

(a) default in the payment of principal of or interest on any Note, or in the payment of any other Indebtedness secured hereby, when due;

(b) any indebtedness of the Mortgagor shall become or shall be declared to be due and payable prior to its expressed maturity by reason of any default by the Mortgagor in the performance or observance of any obligation or by reason of the existence of any condition constituting a default in respect of such indebtedness;

(c) the Mortgagor shall (1) dissolve or terminate its existence, (2) become insolvent, (3) generally fail to pay, or admit in writing its inability to pay, debts as they become due, (4) make a general assignment for the benefit of creditors, (5) apply for, consent to, or acquiesce in the appointment of, a receiver or other custodian for the Mortgagor or any property thereof, or (6) commence any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law (or consent to or acquiesce in any such case or proceeding commenced against it);

(d) a receiver or other custodian shall be appointed for the Mortgagor or for a substantial part of the property thereof or any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law shall be commenced against the Mortgagor;

(e) any warranty or representation made by the Mortgagor herein shall prove to be untrue in any material respect;

(f) a default in the due performance or observance of any covenant or agreement contained in this instrument and not constituting a default in the payment of principal of or interest upon any Note or in the payment of any other Indebtedness;

(g) any of the Mortgaged Property shall be seized or taken by any governmental or similar authority, or any order of attachment, garnishment or any other writ shall be issued, or any other lawful creditor's remedy shall be exercised or attempted to be exercised, with respect thereto;

(h) the title of the Mortgagor to the Mortgaged Property or any substantial part thereof shall become the subject matter of litigation which would or might, in the Bank's opinion, upon final determination result in substantial impairment or loss of the security provided by this instrument; or

(i) the occurrence of an event of default under the terms and provisions of the Loan Note or the Loan Agreement,

then and in any such event the Bank, at its option, may declare the entire unpaid principal of and the interest accrued on the Notes and all other Indebtedness secured hereby to be forthwith due and payable, without any notice or demand of any kind, both of which are hereby expressly waived.

ARTICLE V

Enforcement of the Security

5.1 Power of Sale. Upon the occurrence of an event of default, the Trustee shall have the right and power to sell the Mortgaged Property, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as he may elect, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustee may deem appropriate, and to make conveyance to the purchaser or purchasers; and the Mortgagor shall warrant title to such

property to such purchaser or purchasers. The Trustee may postpone the sale of all or any portion of such property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and the Trustee may make other and successive sales until all of the trust estate be legally sold.

5.2 Rights of the Trustee With Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default, the Trustee will have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property, and for this purpose the Trustee may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Trustee may require the Mortgagor to assemble such personal property and make it available to the Trustee at a place to be designated by the Trustee which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Trustee will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagor at the address shown below the signatures at the end of this instrument at least five (5) days before the time of the sale or disposition. To the extent allowed by the applicable law, the Bank shall have the right to enforce personal property security, at its option, under provisions of the Uniform Commercial Code, or to foreclose upon both real and personal property under rules relating to real property.

5.3 Rights of the Trustee With Respect to Fixtures Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default, the Trustee may elect to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and proceed to exercise such rights as apply to such type of collateral.

5.4 Judicial Proceedings. Upon the occurrence of an event of default, the Trustee, in lieu of or in addition to exercising any power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy.

5.5 Possession of the Mortgaged Property. It shall not be necessary for the Trustee to have physically present or constructively in their possession at any sale held by the Trustee or by any court, receiver or public officer any or all of the Mortgaged Property, any rule or statute to the contrary being hereby expressly waived, and the Mortgagor shall deliver to the purchaser at such sale on the date of sale the Mortgaged Property purchased by such purchasers at such sale, and if it should be impossible or impracticable for any of such purchasers to take actual delivery of the Mortgaged Property, then the title and right of possession to the Mortgaged Property shall pass to the

purchaser at such sale as completely as if the same had been actually present and delivered.

5.6 Certain Aspects of a Sale. The Bank shall have the right to become the purchaser at any sale held by the Trustee or the Bank by any court, receiver or public officer, and the Bank shall have the right to credit upon the amount of the bid made therefor the amount payable out of the net proceeds of such sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, and the interest accrued on, the Notes after the same have become due and payable, advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

5.7 Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Trustee, or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, or his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

5.8 Effect of Sale. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of the Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor, and the Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Mortgagor, or the Mortgagor's successors or assigns. Nevertheless, the Mortgagor, if requested by the Trustee so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

5.9 Application of Proceeds. The proceeds of any sale of the Mortgaged Property, or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied as follows:

First: To the payment of all expenses incurred by the Trustee in the performance of his duties including, without limiting the generality of the foregoing, a commission of five percent (5%) to the Trustee and expenses of any entry, or taking of possession, of any sale, or advertisement thereof, and of conveyances, and as well, court costs, compensation of agents and employees and legal fees;

Second: To the payment of the Notes and of the other items of Indebtedness with interest to the date of such payment;

Third: Any surplus thereafter remaining shall be paid to the Mortgagor or the Mortgagor's successors or assigns, as their interests shall appear.

5.10 The Mortgagor's Waiver of Appraisement, Marshalling and Other Rights. The Mortgagor agrees, to the full extent that the Mortgagor may lawfully so agree, that the Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, so far as the Mortgagor or those claiming through or under the Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. The Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, waives, to the extent that the Mortgagor may lawfully do so, any and all right to have the Mortgaged Property marshalled upon any foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety. If any law in this paragraph referred to and now in force, of which the Mortgagor or the Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph.

5.11 Costs and Expenses. All costs and expenses (including attorneys' fees) incurred by the Trustee or the Bank in protecting and enforcing their rights hereunder, shall constitute a demand obligation owing by the Mortgagor to the party incurring such costs and expenses and shall draw interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%) until paid, all of which shall constitute a portion of the Indebtedness.

5.12 Sale of the Mortgaged Property in Texas. If any Note is not paid when due, whether by acceleration or otherwise, the Trustee is hereby authorized and empowered to sell any part of the Mortgaged Property located in the State of Texas at public sale to the highest bidder for cash at the door of the county courthouse of the county in Texas in which the Texas portion of the Mortgaged Property or any part thereof is situated, as herein described, between the hours of 10:00 a.m. and 4:00 p.m. on the first Tuesday of any month, after advertising the time, place, and terms of said sale, and the portion of the Mortgaged Property to be sold, by posting (or by having some person or persons acting for Trustee post) for at least twenty-one (21) days preceding the date of the sale, written or printed notice of the proposed sale at the courthouse door of said county in which the sale is to be made; and if such portion of the Mortgaged Property lies in more than one county, one such notice of sale shall be posted at the courthouse door of each county in which such part of the Mortgaged Property is situated and such part of the Mortgaged Property may be sold at the courthouse door of any one of such counties, and the notice so posted shall designate in which county such property shall be sold. In addition to such posting notice, the Bank or other holder of the Indebtedness shall, at least twenty-one (21) days preceding the date of sale, serve or cause to be served written notice of the proposed sale by certified mail on the Mortgagor and on each other debtor, if any, obligated to pay the Indebtedness according to the records of the Bank. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper properly addressed to the Mortgagor and such other debtors at their most recent address or addresses as shown by the records of the Bank in a post office or official depository under the care and custody of the United States Postal Service. The affidavit

of any person having knowledge of the facts to the effect that such a service was completed shall be prima facie evidence of the fact of service. The Mortgagor agrees that no notice of any sale, other than as set out in this paragraph, need be given by the Trustee, the Bank or any other person. The Mortgagor hereby designates as its address for the purpose of such notice the address set out on the signature page hereof; and agrees that change enclosed in a postpaid wrapper in a post office or official depository under the care and custody of the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the Bank or other holder of the Indebtedness at the address for the Bank set out herein (or to such other address as the Bank or other holder of the Indebtedness may have designated by notice given as above provided to the Mortgagor and such other debtors). Any such notice of change of address of the Mortgagor or other debtors or of the Bank or of other holder of the Indebtedness shall be effective three (3) business days after such deposit if such post office or official depository is located in the State of Texas, otherwise to be effective upon receipt. The Mortgagor authorizes and empowers the Trustee to sell the Texas portion of the Mortgaged Property in lots or parcels or in its entirety as the Trustee shall deem expedient; and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto by fee simple title, with evidence of general warranty by the Mortgagor, and the title of such purchaser or purchasers when so made by the Trustee, the Mortgagor binds itself to warrant and forever defend. Where portions of the Mortgaged Property lie in different counties, sales in such counties may be conducted in any order that the Trustee may deem expedient; and one or more such sales maybe conducted in the same month, or in successive or different months as the Trustee may deem expedient.

5.13 Sale of the Mortgaged Property in Other States. As to Mortgaged Property which is located in states other than the state or states specified above, the rights of the Trustee and the Bank hereunder may be asserted and enforced according to the law of the state in which said Mortgaged Property is located and in such regard this instrument shall be effective as a Mortgage, as a Deed of Trust, or as both, as applicable state law may allow, and may be foreclosed at the option of the Trustee and the Bank as to any of the Mortgaged Property in any manner permitted by the law of the state in which said properties are situated. To the extent allowed by applicable law, Mortgagor does hereby covenant and agree that the Trustee in the exercise of the power of sale hereby granted and conferred or in the foreclosure of this indenture as a security agreement, need not, at Trustee's option, be governed by any law of the State of California or otherwise, relating to the sale of property under deeds of trust or the foreclosure of a security interest, and no demand for performance or personal notice of any such sale, or other declarations, demands, or notices, shall be necessary.

5.14 Operation of the Mortgaged Property by the Trustee. Upon the occurrence of an event of default and in addition to all other rights herein conferred on the Trustee, the Trustee (or any person, firm or corporation designated by the Trustee) shall have the right and power, but shall not be obligated, to enter upon and take possession of any of the Mortgaged Property, and to exclude the Mortgagor, and the Mortgagor's agents or servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that the Mortgagor shall be at the time entitled and in its place and stead. The Trustee, or any person, firm or corporation designated by the Trustee, may operate the same without any liability to the Mortgagor in connection with such operations except to use ordinary care in the operation of such properties, and the Trustee or any person, firm or corporation designated by the Trustee, shall have the right to collect,

receive said receipt for all Hydrocarbons produced and sold from said properties, to make repairs, purchase machinery and equipment, conduct work-over operations, drill additional wells and to exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property. When and if the expenses of such operation and development (including costs of unsuccessful work-over operations or additional wells) have been paid and the Indebtedness paid, said properties shall, if there has been no sale or foreclosure, be returned to the Mortgagor.

ARTICLE VI

Miscellaneous Provisions

6.1 Successor Trustee. Any Trustee may resign in writing addressed to the Bank or be removed at any time with or without cause by an instrument in writing duly executed by the Bank. In case of the death, resignation or removal of a Trustee, a successor Trustee may be appointed by the Bank by an instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirement without formality other than appointment and designation in writing. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation this conveyance shall vest in the named successor Trustee all the estate and title of the prior Trustee in all of the Mortgaged Property, and he shall thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the prior Trustee. All references herein to the Trustee shall be deemed to refer to the Trustee from time to time acting hereunder.

6.2 Advances by the Bank or the Trustee. Each and every covenant herein contained shall be performed and kept by the Mortgagor solely at the Mortgagor's expense. If the Mortgagor shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this instrument, the Bank, or the Trustee or any receiver appointed hereunder, may, but shall not be obligated to, make advances to perform the same in the Mortgagor's behalf, and the Mortgagor hereby agrees to repay such sums upon demand plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%) until paid or, in the event any other promissory note evidences such indebtedness, upon the terms and conditions thereof. No such advance shall be deemed to relieve the Mortgagor from any default hereunder.

6.3 Defense of Claims. The Mortgagor will notify the Trustee, in writing, promptly of the commencement of any legal proceedings affecting the lien hereof or the Mortgaged Property, or any part thereof, and will take such action, employing attorneys agreeable to the Trustee, as may be necessary to preserve the Mortgagor's, the Trustee's and the Bank's rights affected thereby; and should the Mortgagor fail or refuse to take any such action, the Trustee or the Bank may, upon giving prior written notice thereof to the Mortgagor, take such action in behalf and in the name of the Mortgagor and at the Mortgagor's expense. Moreover, the Bank or the Trustee on behalf of the Bank, may take such independent action in connection therewith as he may in his discretion deem proper, the Mortgagor hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%), will, on demand, be reimbursed to the Bank, the Trustee or any receiver appointed hereunder.

6.4 The Mortgaged Property to Revert. If the Indebtedness shall be fully paid and the covenants herein contained shall be well and truly performed, then all of the Mortgaged Property shall revert to the Mortgagor and the entire estate, right, title and interest of the Trustee and the Bank shall thereupon cease; and the Trustee in such case shall, upon the request of the Mortgagor and at the Mortgagor's cost and expense, deliver to the Mortgagor proper instruments acknowledging satisfaction of this instrument.

6.5 Renewals, Amendments and Other Security. Renewals and extensions of the Indebtedness may be given at any time and amendments may be made to agreements relating to any part of such Indebtedness or the Mortgaged Property and the Bank may take or may now hold other security for the Indebtedness without notice to or consent of the Mortgagor. The Trustee or the Bank may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this instrument, which shall continue as a first lien upon the Mortgaged Property not expressly released until the Notes and all other Indebtedness secured hereby is fully paid.

6.6 Instrument an Assignment, etc. This instrument shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof.

6.7 Limitation on Interest. No provision of this instrument or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law or which is otherwise contrary to law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, the Mortgagor shall not be obligated to pay such excess.

6.8 Unenforceable or Inapplicable Provisions. If any provision hereof or of the Notes is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Notes shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee and the Bank in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Mortgaged Property is situated shall be deemed inapplicable to, and not used in, the interpretation hereof.

6.9 Rights Cumulative. Each and every right, power and remedy herein given to the Trustee or the Bank shall be cumulative and not exclusive; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustee, or the Bank, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustee or by the Bank in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

6.10 Waiver by the Trustee. Any and all covenants in this instrument may from time to time by instrument in writing signed by the Trustee be waived to such extent and in such manner as the Trustee may desire, but no such waiver shall ever affect or impair either the Trustee's or the Bank's rights or liens hereunder, except to the extent specifically stated in such written statement.

6.11 Action by Individual Trustee. Any Trustee from time to time serving hereunder shall have the absolute right, acting individually, to take any action and to give any consent and to exercise any right, remedy, power, privilege or authority conferred upon the Trustee, and any action taken by either Trustee from time to time serving hereunder shall be binding upon the other Trustee and no person dealing with either Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of the other Trustee. In this instrument, the term "Trustee" shall mean the Trustee hereinabove named, or either of them, as the context requires, and any successor Trustee or Trustees.

6.12 Successors and Assigns. This instrument is binding upon the Mortgagor, the Mortgagor's successors and assigns, and shall inure to the benefit of the Trustee, his successors, and the Bank, its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

6.13 Article and Section Headings. The article and section headings in this instrument are inserted for convenience of reference and shall not be considered a part of this instrument or used in its interpretation.

6.14 Execution in Counterparts. This instrument may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation or filing, in any particular counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded or filed may have been omitted.

6.15 Special Filing as Financing Statement. This Mortgage and Deed of Trust shall likewise be a Security Agreement and a Financing Statement. This Mortgage and Deed of Trust shall be filed for record, among other places, in the real estate records of each county in which the oil and gas leases described in Exhibit A hereto, or any part thereof, are situated, and, when filed in such counties shall be effective as a financing statement covering fixtures located on oil and gas properties (and accounts arising therefrom) which are to be financed at the wellhead of the wells located on the real estate described in Exhibit A hereto (and accounts arising therefrom).

6.16 Notices. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the Mortgagor shall be sufficiently given when mailed by first-class mail, addressed to the Mortgagor at the address shown below the signatures at the end of this instrument or to such different address as the Mortgagor shall have designated by written notice received by the Bank or the Trustee.

6.17 Provisions Relating to Trust Created. The trust created hereby is irrevocable by the Mortgagor or trustor, and the Trustee hereby accepts the trust in this indenture established.

6.18 Waiver of Statute of Limitations. The right to plead any and all statutes of Limitations as a defense to any and all demands and obligations secured by this instrument is hereby waived to the full extent permissible by law.

IN WITNESS WHEREOF, the Mortgagor has executed or caused to be executed this Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement as of the day, month and year first above written.

MORTGAGOR AND DEBTOR

ROCKY MOUNTAIN OILFINDERS, INC.
a Colorado corporation

ATTEST:

By: _____, President

_____ Secretary

The address of the Mortgagor is:

102 Inverness Terrace East
Suite 203
Englewood, Colorado 80112-5305

SECURED PARTIES

Van A. Horsley, Trustee

DENVER NATIONAL BANK,
a national banking corporation

ATTEST:

By: _____
Van A. Horsley, Senior Vice President

_____ Secretary

The address of Denver National Bank and the Trustee is:

Post Office Box 5586 - T.A.
Denver, Colorado 80217

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

BE IT REMEMBERED that I, Jacque Purcell, a Notary Public duly qualified, commissioned sworn and acting in and for the County and State aforesaid, hereby certify that on this 1st day of July, 1984, there appeared before me severally each of the following persons, each being either a Trustee or else the designated officer of the corporation or association set opposite his name, and each such Trustee, corporation and association being a party to the foregoing instrument:

L. Clark Kiser the _____ President and Jerry J. Krueger the _____ Secretary, of Rocky Mountain OilFinders, Inc., a Colorado corporation, whose address is 102 Inverness Terrace East, Suite 203, Englewood, Colorado 80112-5305; and

Van A. Horsley the Senior Vice President, and Charles B. Worthington the _____ Secretary of Denver National Bank, a national banking corporation, whose address is P.O. Box 5586 - T.A., 17th and Lawrence Streets, Denver, Colorado 80217; and

Van A. Horsley, as Trustee, whose address is P. O. Box 5586 - T.A., 17th and Lawrence Streets, Denver, Colorado 80217.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation or association, or himself, as a Trustee, as the case may be.

TEXAS — Before me this day personally appeared each such person, each of whom is known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the designated officer of the corporation or association set opposite his name (or a Trustee, as the case may be) and each acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act and deed of the corporation or association set opposite his name (or himself as trustee, as the case may be).

Jacque Purcell
Notary Public
Address:

Denver National Bank
1125 17th Street
Denver, Colorado 80202

My commission expires:
March 1, 1987

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EXHIBIT "A"

RMO

Bird Canyon Prospect, Counties of Sublette and Sweetwater, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Energetics Federal 30-4	BPO .0033 APO .0022	BPO .002475 APO .001771	7/1/79	708	1493	USA-W-68116	Frederick E. Fitzhugh	T26N-R111W , 6th P.M. Sec. 4: SW/4 Sweetwater County, WY
Energetics Federal 10-5	BPO .003892 APO .00234	BPO .0030844 APO .0018700	8/1/75	61	447	USA W-51347	Ada Wood	T27N-R111W , 6th P.M. Sec. 5: NW/4 Sublette County, WY
Energetics Federal 40-6	BPO .002724 APO .002724	BPO .0021792 APO .0021792	8/1/75	61	447	USA W-51347	Ada Wood	T27N-R111W , 6th P.M. Sec. 6: SE/4 Sublette County, WY
Energetics Federal 20-7	BPO .0031136 APO .0031136	BPO .0024909 APO .0024909	8/1/75	61	447	USA W-51347	Ada Wood	T27N-R111W , 6th P.M. Sec. 7: NE/4 Sublette County, WY
Energetics Federal 40-7	BPO .0031136 APO .0031136	BPO .0023705 APO .0023705	6/1/79	62	46	USA W-67808	Houston G. Williams	T27N-R111W , 6th P.M. Sec. 7: SE/4 Sublette County, WY
Energetics Federal 10-8	BPO .002724 APO .002724	BPO .0021792 APO .0021792	8/1/75	61	447	USA W-51347	Ada Wood	T27N-R111W , 6th P.M. Sec. 8: NW/4 Sublette County, WY
Energetics Federal 30-8	BPO .002724 APO .002724	BPO .0021860 APO .0021860	8/1/75	61	447	USA W-51347	Ada Wood	T27N-R111W , 6th P.M. Sec. 8: N/2SW/4
			7/1/79	59	7	USA W-68117	Ole M. Hanson	T27N-R111W , 6th P.M. Sec. 8: S/2SW/4 Sublette County, WY

Bird Canyon Prospect, Counties of Sublette and Sweetwater, State of Wyoming

Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
etics al 30-15	BPO 0 APO 0	BPO .0030309 APO .0030309	4/1/76	64	638	USA W-54136	Sam V. Morse	T27N-R111W, 6th P.M. Sec. 15: SW/4 Sublette County, WY
getics ral 10-17	BPO .003892 APO .003892	BPO .0031331 APO .0031331	7/1/79	59	7	USA W-68117	Ole M. Hanson	T27N-R111W, 6th P.M. Sec. 17: NW/4 Sublette County, WY
getics ral 20-17	BPO .0023352 APO .0023352	BPO .0018565 APO .0018565	7/1/72	63	605	USA W-35398	Helen M. Donaldson	T27N-R111W, 6th P.M. Sec. 17: NE/4 Sublette County, WY
getics ral 30-17	BPO .003892 APO .003892	BPO .0031331 APO .0031331	7/1/79	59	7	USA W-68117	Ole M. Hanson	T27N-R111W, 6th P.M. Sec. 17: SW/4 Sublette County, WY
getics ral 10-20	BPO .002200 APO .002200	BPO .001771 APO .001771	7/1/79	59	7	USA W-68117	Ole M. Hanson	T27N-R111W, 6th P.M. Sec. 20: NW/4 Sublette County, WY
rgetics eral 20-20	BPO .002090 APO .002090	BPO .0016824 APO .0016824	4/1/76	64	562	USA W-54137	Melvin Meester	T27N-R111W, 6th P.M. Sec. 20: NE/4 Sublette County, WY
rgetics eral 40-20	BPO .002090 APO .002090	BPO .0016460 APO .0016460	7/1/79	59	7	USA W-68117	Ole M. Hanson	T27N-R111W, 6th P.M. Sec. 20: SE/4 Sublette County, WY

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Bird Canyon Prospect, Counties of Sublette and Sweetwater, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Energetics Federal 10-29	BPO .003892 APO .003892	BPO .0031331 APO .0031331	11/1/78	57	187	USA W-62508	R. L. Billings	T27N-R111W, 6th P.M. Sec. 29: NW/4 Sublette County, WY
Energetics Federal 20-29	BPO .0037947 APO .0037947	BPO .0031022 APO .0031022	11/1/78	57	187	USA W-62508	R. L. Billings	T27N-R111W, 6th P.M. Sec. 29: SE/4NE/4, W/2NE
			5/1/72	57	280	USA W-34033	Robert W. David	T27N-R111W, 6th P.M. Sec. 29: NE/4NE/4 Sublette County, WY
Energetics Federal 40-29	BPO .003892 APO .003892	BPO .003153 APO .003153	11/1/78	57	187	USA W-62508	R. L. Billings	T27N-R111W, 6th P.M. Sec. 29: SE/4 Sublette County, WY
Energetics Federal 10-32	BPO .003300 APO .003300	BPO .002442 APO .002442	6/1/78	66	168	USA W-63490	Superior Oil Corporation	T27N-R111W, 6th P.M. Sec. 32: NW/4 Sublette County, WY
Energetics Federal 40-32	BPO .003892 APO .003892	BPO .0031331 APO .0031331	7/1/78	57	195	USA W-63821	James M. Turlington	T27N-R111W, 6th P.M. Sec. 32: SE/4 Sublette County, WY
True Federal 10-22	BPO .003807 APO .003220	BPO .0031814 APO .0027500	10/1/72	57	369	USA W-36422	Jean D. True	T27N-R111W, 6th P.M. Sec. 22: NW/4 Sublette County, WY

Crane Prospect, County of Sublette, State of Wyoming

Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
etics al 10-9	BPO .0432 APO .0216	BPO .032508 APO .017120	1/1/74	-	-	USA W-42781	Arthur N. Rupe	T27N-R111W, 6th P.M. Sec. 9: NW/4 Sublette County, WY

Sublette Cutoff Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Hanson Federal 10-17	BPO .0265 APO .0265	BPO .02125 APO .02125	10/1/81	729	1956	USA W-72845	Larry L. Hanson	T26N-R111W, 6th P.M. Sec. 17: NW/4 Sublette County, WY

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Chenango Prospect, County of Sublette, State of Wyoming

Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
sito ral 40-20	BPO .04320 APO .02592	BPO .033048 APO .020870	7/1/76	-	-	USA W-77883	Freda Esposito	T28N-R111W, 6th P.M. Sec. 20: SE/4 Sublette County, WY

Brisben Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Esposito Federal 40-32	BPO .04320 APO .02592	BPO .033696 APO .02087	7/1/76	-	-	USA W-77883	Freda Esposito	T28N-R111W, 6th P.M. Sec. 32: SE/4 Sublette County, WY

Bainbridge Prospect, County of Sublette, State of Wyoming

Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
sito ral 40-29	BPO .04320 APO .02592	BPO .033048 APO .02087	7/1/86	-	-	USA W-77883	Freda Esposito	T28N-R111W, 6th P.M. Sec. 29: SE/4 Sublette County, WY

Condor Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Book	Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Energetics Federal 30-33	BPO .04320 APO .02592	BPO .0335413 APO .0208700	1/1/76	-	-	USA W-53094	Owen P. Miles, Jr.	T27N-R111W, 6th P.M. Sec. 33: Lots 1,2, NE/4S Sublette County, WY
			4/1/76	64	328	USA W-54137	Melvin Meester	T27N-R111W, 6th P.M. Sec. 33: NW/4SW/4 Sublette County, WY
Energetics Federal 40-33	BPO .02592 APO .02592	BPO .02087 APO .02087	1/1/76	-	-	USA W-53094	Owen P. Miles, Jr.	T27N-R111W, 6th P.M. Sec. 33: Lots 3,4,N/2SE/ Sublette County, WY

3/5

Ontario Prospect, County of Sublette, State of Wyoming

Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
n Federal	BPO .0432 APO .0216	BPO .033048 APO .017390	4/1/79	-	-	USA W-67178	Phyllis Hanson	T27N-R112W, 6th P.M. Sec. 1: Lots 1,2, S/2NE/4 Sublette County, WY
trom ral 30-1	BPO .0432 APO .0216	BPO .033696 APO .01787	10/1/78	57	79	USA W-64985	L. A. Walstrom, Jr.	T27N-R112W, 6th P.M. Sec. 1: SW/4 Sublette County, WY

3/6

STATE OF WYOMING

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

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Brent A. Carlson and M. Katherine Carlson, Husband and Wife herein designated as Mortgagor, of 356 N. Franklin, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Fifty Five Thousand Two Hundred Nineteen Dollars and 00/100*** Dollars ($ 55,219.00), with interest at the rate of Ten and one eighth per centum (10.125 %) per annum as evidenced by a promissory note of even date herewith to the order of

First Security Bank of Rock Springs

a corporation organized and existing under the laws of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Five Hundred Six Dollars and 69/100*** Dollars ($ 506.69), commencing on the first day of September, 19 84, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August 2009, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 10, Block 1, Hennick's Second Addition to the Town of Pinedale,

Sublette County, Wyoming

202655

RECORDED August 3 19 84 11:32 A M
IN BOOK 42 Mtg PAGE 317
FEES $12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stivie

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

317 Released BK. 14 Rel. @ Pg 51

(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.

14. SEE RIDERS (2) WHICH ARE ATTACHED TO AND INCORPORATED BY THIS REFERENCE.

And the said M. Katherine Carlson wife of the said Brent A. Carlson 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 July , 1984

In the presence of—

Brent A. Carlson
Brent A. Carlson

M. Katherine Carlson
M. Katherine Carlson

THE STATE OF WYOMING
} ss:
COUNTY OF SWEETWATER

On this 30th day of July , 1984 , before me personally appeared Brent A. Carlson and M. Katherine Carlson 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 July , A.D. 1984

[SEAL]

My commission expires 8/8/87

Donna M. Ngai
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

GPO 897-598

WYOMING COMMUNITY DEVELOPMENT AUTHORITY
UNIFORM MORTGAGE RIDER

#1

As long as this mortgage is held by Wyoming Community Development Authority, Casper, Wyoming, the Lender may declare all sums secured by this mortgage to be immediately due and payable if:

(a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 103A(d) and (j)(2) of the Internal Revenue Code; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, except for targeted area residences, all as provided in Section 103A(e) and (j)(2) of the Internal Revenue Code (except that the language, "100 percent", shall be substitued for "90 percent or more" where the latter appears in Section 103A (a); or

(iii) at an acquisition cost which is greater than 110 percent (110%) of the average area purchase price (greater than 120 percent (120%) for targeted area residences), all as provided in Section 103A (f) and (j)(2) of the Internal Revenue Code; or

(iv) who has an income in excess of that established by the Wyoming Community Development Authority under its applicable regulations or program guidelines in effect on the date of the sale; or

(b) Borrower fails to occupy the property described in the mortgage without Lender's prior written consent; or

(c) Borrower omits or misrepresents a material fact in an application for this mortgage.

References are to the Internal Revenue Code in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

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 30th day of July, 1984.

Brent A. Carlson
Signature

Brent A. Carlson

Printed

M. Katherine Carlson
Signature

M. Katherine Carlson

Printed

MPP FORM # 209A

MORTGAGE RIDER #2

The Rider, dated the 30th day of July, 19 84, amends the mortgage of even date by and between Brent A. Carlson and M. Katherine Carlson, Husband and Wife, the mortgagor and First Security Bank of Rock Springs, the mortgagee, as follows:

1. Subsection (a) of Paragraph 2 is deleted.

2. Subsection (c)(I) of Paragraph 2 is deleted.

3. In the third sentence of Paragraph 3, the words "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" are deleted.

4. The fourth sentence of Paragraph 3 is amended by insertion of a period after ". . . then remaining unpaid under said note" and deletion of the remainder of the sentence.

5. Paragraph 10 is amended by the addition of the following:

> "This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

Dated this 30th day of July, 1984.

Brent A. Carlson
Brent A. Carlson

M. Katherine Carlson
M. Katherine Carlson

322

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Rock Springs, Sweetwater County, Wyoming, a corporation organized and existing under 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 Brent A. Carlson & M. Katherine Carlson, Husband & Wife

and appears recorded in book 42 of mortgages, beginning on page 317 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 10, BLOCK 1, HENNICK'S SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

202656

RECORDED August 3 1984 11:30 A M
IN BOOK 42 Mtg PAGE 322
FEES $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

together with the note or notes secured thereby, to the Wyoming Community Development Authority its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 30 day of July, 19 84.

By George Stahla
Vice-President

Attest: Holly Michaelis
Title Assistant Vice-President

STATE OF WYOMING }
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by George Stahla

this 30 day of July, 19 84

Witness my hand and official seal.

My Commission expires: 8/8/87

Donna M. Ngai
Notary Public — Title of Officer

3/80

MORTGAGE [redacted] FORM NO. 4½ [redacted] THE MILLS COMPANY [redacted] 41302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN C. DOLENCE and STELLA F. DOLENCE, husband and wife,

P.O. Box 953
mortgagor s, of Pinedale, WY County, State of Wyoming, to secure the payment of

Ten Thousand Dollars and No/100 Dollars, due 8-10-84

with interest from 8-01-84 at the rate of Sixteen(16%) per cent per annum, payable monthly ~~annually~~ xxx

evidenced by one promissory note, of even date herewith, payable in 60 equal monthly payments

of $243.19 which inclue interest at the rate of 16% per annm; first said payment due 9-10-84
and on the 20th day of each month thereafter until paid in full. 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 Six (6) Pine Creek Subdivision, Sublette County, Wyoming as the same appears of record on the official map or plat thereof as filed in the office of the Sublette 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 or of record and to easements and rights of way of record r in use; and
SUBJECT TO: prior mineral reservations of record.

202661

RECORDED August 3 1984 2:09 M
IN BOOK 42 Mtg PAGE 323
FEES $6.00 Lena 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 insurable Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 1st day of August A. D. 19 84.

In the presence of

John C. Dolence
JOHN C. DOLENCE

Stella F. Dolence
STELLA F. DOLENCE

Release - B. 13, P. 417

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by John C. Dolence and Stella F. Dolence, this 1st day of August, 19 84.

Witness my hand and official seal.

Jan W. Dalton
Signature

Notary Public
Title of Officer

My Commission Expires: 1/5/87

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, $ ...

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

V.L. LOONEY and PATRICIA E. LOONEY, husband and wife,

Pinedale,
mortgagor S, of Box 322 / Sublette County, State of Wyoming, to secure the payment of
One Hundred Fifty Thousand and N0/100 ($150,000.00) Dollars, due August 1, 1985
with interest from 8-1-84 at the rate of sixteen (16%) per cent per annum, payable once annually
evidenced by One (1) promissory note, of even date herewith,

do hereby mortgage to
FIRST NATIONAL BANK OF PINEDALE

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

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

TOWNSHIP 36 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING.

SECTION 26: SE¼, E½SW¼.
TOGETHER WITH all improvements and appurtenances thereunto appertaining; all water and water rights, ditch and ditch rights, reservoir and reservoir rights appurtenant thereto.

202662

RECORDED August 3 19 84 2:00 PM
IN BOOK 42 Mtg PAGE 325
FEES $6.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

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

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

Dated this 1st day of August A. D. 1984.

In the presence of

V.L. LOONEY

PATRICIA E. LOONEY

8-16-85
RISE Book 12, Page 755

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by V.L. Looney and Patricia E.Looney,

_____, _____,

this 1st day of August, 19 84.

Witness my hand and official seal.

Jan W. Taylor
Signature

Notary Public
Title of Officer

My Commission Expires: January 5, 1987.

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

KNOW ALL MEN BY THESE PRESENTS, That Michael R. Nystrom and Patricia S. Nystrom, 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 One hundred thousand and no/100---------- Dollars ($100,000.00) with interest as evidenced by a promissory note dated July 10, 1984 herewith to the order of

First Wyoming Bank, N.A. - Kemmerer
801 Pine Avenue
Kemmerer, WY 83101

hereinafter designated Mortgagee, principal and interest payable in one installments of $ 100,000.00 ~~each on the day of each month beginning on the day of 19, 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 installment~~ on January 6, 1985, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Township 35 North, Range 110 West of the 6th P.M.,
Sublette County, Wyoming, Section 19: Lots 2, 3, and
4 SE¼ NW¼, E½ SW¼ .

This property is given as security for the borrowings of John M. Sulenta as evidenced by that certain promissory note of even date and like amount including all extensions and renewals thereof.

202705

RECORDED August 6 1984 8:00 A.M.
IN BOOK 42 Mtg PAGE 327
FEES $8.00 Laura Yoke COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Dorothy M. Lewis

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:

REL-061(2-84)

Released
Book 15, Page 599.

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

6. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself 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 be come 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 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 forclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to the Mortagee 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. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee'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, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee 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 Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note.

10. 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.

11. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said Patricia S. Nystrom wife of the said Michael R. Nystrom 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 their hand(s) this 10th day of 31st July, 19 84

In the presence of—

Michael R. Nystrom

Patricia S. Nystrom

THE STATE OF WYOMING,

County of Sublette } ss:

On this 31st day of July, 19 84, before me personally appeared Michael R. & Patricia S. Nystrom to me known to be the person described in and who executed the foregoing instrument, and acknowleged that they executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and official seal this 31st day of July, A. D. 19 84.

(Seal)

My Commission expires March 14, 1987

Karen K. Keever
Notary Public.

330

Released Book 15,
Page 600.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Foothills Development Company, Inc.,

a corporation, herein designated as Mortgagor, of Pinedale, Wyoming, County of Sublette, State of Wyoming, to secure the payment of the principal sum of One Hundred Thousand and no/100---------- Dollars ($100,000.00 with interest as evidenced by a promissory note dated July 10, 1984 herewith to the order of

First Wyoming Bank, N.A. - Kemmerer
801 Pine Avenue
Kemmerer, WY 83101

principal and interest payable as follows:

Due in full January 6, 1985, including all extensions and renewals thereof.

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

Township 35 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, Section 19: Lots 2, 3, and 4, SE¼ NW¼, E½ SW¼.

This property is given as security for the borrowings of John M. Sulenta as evidenced by that certain promissory not of even date and like amount including all extensions and renewals thereof.

202704

RECORDED August 6 1984 11:00 AM
IN BOOK 42 Mtg PAGE 330
FEES $8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY 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 covenants and agrees that it is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

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

[redacted] [redacted] [redacted]

1. That it 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, 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.

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 it will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall 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 it will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 3 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

6. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds itself 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 be come 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 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 forclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to the Mortagee 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 suffiency 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. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee'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, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee 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 Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note.

10. 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.

11. 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, the Mortgagor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, this 10th day of July,

A. D. 1984.

(SEAL)

Foothills Development Company, Inc.

Attest: Grace E. Suleuta

By John M. Suleuta

Secretary.

THE STATE OF WYOMING,
County of Sublette } ss.

On this 24th day of July, 1984, before me personally appeared John M. Suleuta

to me personally known, who, being by me duly sworn, did say that he is the President of Foothills Development Company, Inc

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

Given under my hand and notarial seal this 24 day of July, A. D. 1984.

Kathy E. Orgill

Notary Public.

My Commission expires on the 23 day of September, A. D. 1986.

AMERICAN F[redacted]ORTGAGE CORPORATION [redacted] [redacted] 6
P.O. Box 4[redacted]
Salt Lake City, Utah 84110-4500
ATTN: Karen

CORPORATION ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, AMERICAN FIRST MORTGAGE CORPORATION, hereby sells, assigns and transfers to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF CLOVIS

all beneficial interest under that certain Mortgage dated March 8, 1984, executed by FRANK FEAR CATTLE COMPANY, a Wyoming corporation, MARBLETON INN, a Wyoming general partnership, and WILLIAM ROBERT TANNER and HELEN TANNER, husband and wife, Mortgagor, to AMERICAN FIRST MORTGAGE CORPORATION, Mortgagee, and recorded as Instrument No. 200243 on March 8, 19 84, in Book 41 Mtg., Page 302, of Official Records, in the County Recorder's office of SUBLETTE County, WYOMING, describing land therein as:

SEE ATTACHED EXHIBIT "A"

202706

RECORDED August 6 1984 4:00 P M
IN BOOK 42 Mtg PAGE 333
FEES $6.50 Lou E Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Stivie

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Dated August 1, 1984

AMERICAN FIRST MORTGAGE CORPORATION

Larry A. Payne, Vice-President

Susan L. Nunley, Asst Secretary

STATE OF UTAH)
SS.
COUNTY OF Salt Lake)

On the 1st day of August A.D. 19 84 personally appeared before me Larry A. Payne and Susan L. Nunley, who being by me duly sworn did say, each for himself, that the said Larry A. Payne is the Vice-President, and the said Susan L. Nunley is the Assistant Secretary of AMERICAN FIRST MORTGAGE CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Larry A. Payne and Susan L. Nunley each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

June 3, 1986

Notary Public, Residing at Salt Lake City, Utah

EXHIBIT "A"

PARCEL I:

TOWNSHIP 29 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 7 : SE¼;

Section 8 : W½SW¼ EXCEPTING THEREFROM THAT PART OF SAID W½SW¼ included within Gopher Ridge Industrial Park Subdivision as recorded August 3, 1982 in Book 40 of Misc., page 579, Records of Sublette County, Wyoming; AND ALSO EXCEPTING THEREFROM THAT PART OF SAID W½SW¼ described on legal description attached to Mortgage Release recorded September 21, 1983 in Book 12 of Releases, page 103, Records of Sublette County, Wyoming;

Section 16 : W½W½, SE¼SW¼;

Section 17 : NW¼, N½SW¼, E½;

Section 18 : Lots 1 and 2, E½NW¼, NE¼, N½SE¼;

Section 20 : NE¼, N½SE¼, SE¼SE¼ EXCEPTING THEREFROM THAT PART OF THE SW¼NE¼ and N½SE¼ included within the Green River Subdivision as recorded April 4, 1973 in Book 28 of Misc., page 613, Records of Sublette County, Wyoming; AND ALSO EXCEPTING THEREFROM THAT PART OF THE E½SE¼ conveyed in Warranty Deed recorded September 26, 1977 in Book 19 of Deeds, page 478, Records of Sublette County, Wyoming; AND ALSO EXCEPTING THEREFROM THAT PART OF THE SE¼SE¼ conveyed in Warranty Deed recorded January 22, 1969 in Book 14 of Deeds, page 217, Records of Sublette County, Wyoming;

Section 21 : Lots 3, 8, 9, 10, 11 and 12, N½NW¼;

Section 28 : Lots 2, 3, 4, 8 and 9, S½NW¼, N½SW¼, SW¼SW¼;

Section 29 : E½E½ EXCEPTING THEREFROM THAT PART OF THE E½SE¼ AND SE¼NE¼ included within the Green River Subdivision as recorded April 4, 1973 in Book 28 of Misc., page 613, Records of Sublette County, Wyoming; AND ALSO EXCEPTING THEREFROM THAT PART OF THE NE¼NE¼ conveyed in Warranty Deed recorded January 22, 1969 in Book 14 of Deeds, page 217, Records of Sublette County, Wyoming;

Section 32 : NE¼NE¼ EXCEPTING THEREFROM THAT PART OF SAID NE¼NE¼ included within the Green River Subdivision recorded April 4, 1973 in Book 28 of Misc., page 613, Records of Sublette County, Wyoming;

TOWNSHIP 29 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 11 : SE¼NW¼, NE¼SW¼, NE¼NE¼, S½NE¼, N½SE¼;

Section 12 : NW¼, N½SW¼, W½NE¼, N½SE¼, SE¼SE¼;

Section 13 : E½NE¼

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE GREEN RIVER AND SOUTH PINEY CREEK.

PARCEL II:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 23 AND 24 EXCEPTING THEREFROM THE EAST 1 FOOT OF LOTS 1 THROUGH 12, INCLUSIVE, AND PLUS THE EAST 1 FOOT OF THE ALLEY RUNNING BETWEEN 4TH AND 5TH STREETS, ALL IN BLOCK 19, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

PARCEL III:

LOTS 19, 20, 21, 22, 23 AND 24, BLOCK 17, MARBELTON TOWNSITE, SUBLETTE COUNTY, WYOMING

MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

From

AGAPE ENERGY, INC.

to

VAN A. HORSLEY, TRUSTEE

and

DENVER NATIONAL BANK

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THE OIL AND GAS INTERESTS INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

Dated July 1, 1984

202783

RECORDED August 13 1984 8:00 AM
IN BOOK 42 Mtg PAGE 335
FEES $12.25 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McClure

335

MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated July 1, 1984, is from AGAPE ENERGY, INC. a Colorado corporation, (herein called the "Mortgagor"), to VAN A. HORSLEY, as Trustee (herein called the "Trustee"), and DENVER NATIONAL BANK, a national banking corporation (herein called "Bank").

(a) The Mortgagor and the Bank have entered into a Loan Agreement, dated of even date herewith (herein, as the same may be amended, modified or supplemented from time to time, called the "Loan Agreement"), pursuant to which the Bank has agreed to lend to the Mortgagor amounts not to exceed One Million and No One-Hundredths Dollars ($1,000,000) at any one time outstanding, and the Mortgagor, to evidence its indebtedness to the Bank under the Loan Agreement, has executed and delivered to the Bank its promissory note, dated of even date herewith (herein called the "Loan Note"), in the principal amount of One Million and No One-Hundredths Dollars $1,000,000.00, the Loan Note being payable to the order of the Bank on demand, bearing interest at the rates provided for therein, and containing provisions for payment of attorneys' fees and acceleration of maturity in the event of default, as therein set forth.

(b) For all purposes of this instrument, unless the context otherwise requires:

A. "Oil and gas leases" shall include oil, gas and mineral leases and shall also include subleases and assignments of operating rights.

B. "Hydrocarbons" shall mean oil, gas and other liquid or gaseous hydrocarbons.

C. "Production Sale Contracts" shall mean contracts now in effect, or hereafter entered into by the Mortgagor, or the Mortgagor's precedessors in interest, for the sale, purchase, exchange or processing of Hydrocarbons produced from the lands described in Exhibit A attached hereto and made a part hereof.

D. "Lands described in Exhibit A" shall include any lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference to another instrument or document, and shall also include any lands now or hereafter unitized or pooled with lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference.

E. "Operating Equipment" shall mean all surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature (excluding drilling rigs, trucks, automotive equipment or other property taken to the premises to drill a well or for other similar temporary uses) now or hereafter located on or under any of the lands described in Exhibit A which are useful for the production, treatment, storage or transportation of oil, gas, and other liquid or gaseous hydrocarbons, including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, Christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering, treating and compression), chemicals, solutions, water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading docks, loading racks and shipping facilities.

F. "Mortgaged Property" shall mean the properties, rights and interests hereinafter described and defined as the Mortgaged Property.

G. "Indebtedness," "Note" and "Notes" shall have the respective meanings set forth in Section 1.2 hereof.

NOW THEREFORE, the Mortgagor, for and in consideration of the premises and of the debts and trusts hereinafter mentioned, has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustee, for the use and benefit of the Bank, all the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in all of the hereinafter described properties, rights and interests; and, insofar as such properties, rights and interests consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any

other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (as in effect in the appropriate jurisdiction with respect to each of said properties, rights and interests), the Mortgagor hereby grants to said Trustee, for the use and benefit of the Bank, a security interest therein; namely:

(a) the lands described in Exhibit A, and the oil and gas leases, the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit A,

(b) the presently existing unitization and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A,

(c) the Hydrocarbons which are in, under, upon, produced or to be produced from the lands described in Exhibit A,

(d) the Production Sale Contracts,

(e) the Operating Equipment, and

(f) all proceeds of the foregoing,

together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instrument relating thereto, and all contracts, operating agreements, records, logs, rights-of-way, franchises, easements, surface leases, permits, licenses, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which the Mortgagor might at any time have or be entitled to,

all the aforesaid properties, rights and interests, together with any additions thereto which may be subjected to the lien of this instrument by means of supplements hereto, being hereinafter called the "Mortgaged Property."

Subject, however, to (a) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of such properties and interests in Exhibit A (including all presently existing royalties, payments out of production and other burdens which are referred to in Exhibit A and/or which are taken into consideration in computing the decimal or fractional interest as set forth in Exhibit A), (b) the assignment of production contained in Article III hereof, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 hereof, and (c) the condition that neither the Trustee nor the Bank shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee forever to secure the payment of the Indebtedness and to secure the performance of the obligations of the Mortgagor herein contained.

The Mortgagor, in consideration of the premises and to induce the Bank to make the loans above described, hereby covenants and agrees with both the Trustee and the Bank as follows:

ARTICLE I

Indebtedness Secured

1.1 Items of Indebtedness Secured. The following items of indebtedness are secured hereby:

(a) The Loan Note, and all other obligations and liabilities of the Mortgagor under the Loan Agreement;

(b) Any sums advanced or expenses or costs incurred by the Trustee or the Bank (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms hereof, plus interest thereon at the rate herein specified or otherwise agreed upon, from the date of the advances or the incurring of such expenses or costs until reimbursed;

(c) Any and all other indebtedness of the Mortgagor to the Bank now or hereafter owing, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, regardless of how evidenced or arising;

(d) All additional loans and advances which may from time to time be made by the Bank to or for the benefit of the Mortgagor, whether made pursuant hereto, or pursuant to the Loan Agreement, or otherwise.

(e) Any extensions or renewals of all such indebtedness described in subparagraphs (a) through (d) above whether or not the Mortgagor executes any extension agreement or renewal instrument, the Bank not being obligated, however, to renew or extend said indebtedness or any part thereof.

1.2 Indebtedness and the Notes Defined. All the above items of indebtedness are hereinafter collectively referred to as the "Indebtedness." Any promissory note evidencing any part of the Indebtedness, including, without limitation, the Loan Note, is hereinafter referred to individually as a "Note" and all such promissory notes are hereinafter referred to collectively as the "Notes."

ARTICLE II

Particular Covenants and Warranties of the Mortgagor

2.1 Payment of the Indebtedness. The Mortgagor will duly and punctually pay the indebtedness, including each and every obligation owing on account of the Note.

2.2 Warranties. The Mortgagor warrants that (a) the oil and gas leases described in Exhibit A hereto are valid, subsisting leases, superior and paramount to all other oil and gas leases respecting the properties to which they pertain, (b) the Mortgagor, to the extent of the interest specified in Exhibit A, has valid and indefeasible title to each property right or interest constituting the Mortgaged Property and has a good and legal right to grant and convey the same to the Trustee, it being understood that the Mortgagor's interest in each oil and gas lease and operating equipment shall exceed the Mortgagor's net interest in production from such lease to the extent of the Mortgagor's proportionate share of the burden of all royalties, overriding royalties and other such payments out of production, (c) the Mortgaged Property is free from all encumbrances or liens whatsoever, except as may be specifically set forth in Exhibit A or as permitted by the provisions of Section 2.5(e) hereof, and (d) the Mortgagor is not obligated, by virtue of any prepayment under any contract providing for the sale by the Mortgagor of Hydrocarbons which contains a "take or pay" clause or under any similar arrangements, to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor. The Mortgagor will warrant and forever defend the Mortgaged Property unto the Trustee against every person whomsoever lawfully claiming the same or any part thereof, and the Mortgagor will maintain and preserve the lien hereby created so long as any of the Indebtedness remains unpaid.

2.3 Further Assurances. The Mortgagor will execute and deliver such other and further instruments and will do such other and further acts as in the opinion of the Trustee may be necessary or desirable to carry out more effectually the purposes of this instrument, including, without limiting the generality of the foregoing, (a) prompt correction of any defect which may hereafter be discovered in the title to the Mortgaged Property or in the execution and acknowledgment of this instrument, any Note, or any other document executed in connection herewith, and (b) prompt execution and delivery of all division or transfer orders which in the opinion of the Bank are needed to transfer effectually to the Bank the assigned proceeds of production from the Mortgaged Property.

2.4 Taxes. Subject to the Mortgagor's right to contest the same, the Mortgagor will promptly pay all taxes, assessments and governmental charges legally imposed upon this instrument or upon the Mortgaged Property or upon the interest of the Trustee or the Bank therein, or upon the income and profits thereof.

[redacted] [redacted] [redacted]

2.5 Operation of the Mortgaged Property. So long as the Indebtedness or any part thereof remains unpaid, and whether or not the Mortgagor is the operator of the Mortgaged Property, the Mortgagor shall, at the Mortgagor's own expense:

(a) Do all things necessary to keep unimpaired the Mortgagor's rights in the Mortgaged Property and not, except in the ordinary course of business, abandon any well or forfeit, surrender or release any oil and gas lease or any rights in the Mortgaged Property or enter into any operating agreement with respect to the Mortgaged Property without the prior written consent of the Trustee;

(b) Cause the Mortgaged Property to be maintained, developed, protected against drainage, and continuously operated for the production of Hydrocarbons in a good and workmanlike manner as would a prudent operator, and in accordance with generally accepted practices, applicable operating agreements, and all applicable federal, state and local laws, rules and regulations, excepting those being contested in good faith;

(c) Cause to be paid, promptly as and when due and payable, all rentals and royalties payable in respect of the Mortgaged Property, and all expenses incurred in or arising from the operation or development of the Mortgaged Property;

(d) Cause the Operating Equipment to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements thereof or thereto, needful to the production of Hydrocarbons from the Mortgaged Property, to be promptly made;

(e) Cause the Mortgaged Property to be kept free and clear of liens, charges and encumbrances of every character, other than (1) the lien thereof, (2) taxes constituting a lien but not due and payable, (3) defects or irregularities in title, and liens, charges or encumbrances, which are not such as to interfere materially with the development, operation or value of the Mortgaged Property and not such as to affect materially title thereto, (4) those set forth or referred to in Exhibit A, (5) those being contested by the Mortgagor in good faith in such manner as not to jeopardize the Trustee's and the Bank's rights in and to the Mortgaged Property, and (6) those consented to in writing by the Trustee; and

(f) Carry in standard insurance companies and in amounts satisfactory to the Trustee the following insurance: (1) workmen's compensation insurance and public liability and property damage insurance in respect of all activities in which the Mortgagor might incur personal liability for the death of or injury to an employee or third person, or damage to or destruction of another's property; and (2) to the extent such insurance is carried by others engaged in similar undertakings in the same general areas in which the Mortgaged Property is located, insurance in respect of the Operating Equipment, against loss or damage by fire, lightning, hail, tornado, explosion and other similar risks.

2.6 Recording Obligations and Maintenance of Lien. The Mortgagor will promptly, and at the Mortgagor's expense, record, register, deposit and file this and every other instrument in addition or supplemental hereto in such offices and places and at such times and as often as may be necessary to create, preserve, protect and renew the lien hereof as a first lien on real or personal property as the case may be and the rights and remedies of the Trustee and of the Bank, and otherwise will do and observe all things or matters necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States of America or of any other competent authority, for the purpose of effectively creating, maintaining and preserving the lien hereof on the Mortgaged Property. At its option, the Bank, or its agents or attorneys acting on behalf of the Bank, may secure the recording, registering, depositing, or filing as necessary, but the same shall be at the Mortgagor's expense.

2.7 Sale or Mortgage of the Mortgaged Property. Except for sales of severed Hydrocarbons in the ordinary course of the Mortgagor's business and the lien and security interest created by this instrument, the Mortgagor will not sell, convey, mortgage, pledge, pool, unitize or otherwise dispose of or encumber the Mortgaged Property nor any portion thereof, nor any of the Mortgagor's right, title or interest therein, without first securing the written consent of the Trustee; and the Mortgagor will not enter into any arrangement with any gas pipeline company or other consumer of Hydrocarbons regarding the Mortgaged Property whereby said gas pipeline company or consumer may set off any claim against the Mortgagor by withholding payment of any Hydrocarbons actually delivered.

2.8 Records, Statements and Reports. The Mortgagor will keep proper books of record and account in which complete and correct entries will be made of the Mortgagor's transactions in accordance with generally accepted accounting principles and will furnish or cause to be furnished to the Bank upon its request, or as set forth in the Loan Agreement where applicable, (a) reports prepared by an independent person or firm acceptable to the Bank concerning (1) the quantity of Hydrocarbons recoverable from the Mortgaged Property, (2) the projected income and expense attributable to the Mortgaged Property, and (3) the expediency of any change in methods of treatment or operation of all or any wells productive of Hydrocarbons, any new drilling or development, any method of secondary recovery by repressuring or otherwise, or any other action with respect to the Mortgaged Property, the decision as to which may increase or reduce the quantity of Hydrocarbons ultimately recoverable, or the rate of production thereof, (b) reports showing the gross proceeds from the sale of Hydrocarbons produced from the Mortgaged Property (including any thereof taken by the Mortgagor for the Mortgagor's own use), the quantity of such Hydrocarbons sold, the severance, gross production, occupation, or gathering taxes deducted from or paid out of such proceeds, the number of wells operated, drilled or abandoned, and such other information as the Bank may reasonably request (upon request of the Bank, such reports referred to in clauses (a) and (b) above shall set forth such information on a lease or unit basis), and (c) such other information concerning the business and affairs and financial condition of the Mortgagor as the Bank may from time to time reasonably request.

2.9 No Governmental Approvals. The Mortgagor warrants that no approval or consent of any regulatory or administrative commission or authority, or of any other governmental body, is necessary to authorize the execution and delivery of this instrument or of the Notes, or to authorize the observance or performance by the Mortgagor of the covenants herein or in the Notes contained.

2.10 Right of Entry. The Mortgagor will permit the Trustee or the Bank or the agents of either of them, to enter upon the Mortgaged Property, and all parts thereof, for the purpose of investigating and inspecting the condition and operation thereof.

2.11 Corporate Mortgagor. The Mortgagor will continue to be duly qualified to transact business in each state where the conduct of its business requires it to be qualified, and will not, without the prior written consent of the Bank consolidate or merge with any other corporation.

ARTICLE III

Assignment of Production

3.1 Assignment. As further security for the payment of the Indebtedness, the Mortgagor hereby transfers, assigns, warrants and conveys to the Bank, effective as of the first day of June, 1984, at 7:00 a.m., local time, all Hydrocarbons which are thereafter produced from and which accrue to the Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Bank by virtue of the provisions of this Article, are authorized and directed to treat and regard the Bank as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Bank, and shall be under no obligation to see to the application by the Bank of any such proceeds or payments received by it.

3.2 Application of Proceeds. All payments received pursuant to Section 3.1 hereof shall be credited by the payee, or holder, as follows:

First: To the payment and satisfaction of all costs and expenses incurred in connection with the collection of such proceeds, and the payment and reimbursement of all items of the Indebtedness not evidenced by any Note.

Second: To the payment and satisfaction of the accrued interest on the Note.

Third: To the amounts of principal then due and owing on the Note.

Fourth: The balance, if any, shall either be applied on the then unmatured principal amounts of the Note, or, at the sole option of the Bank, released to the Mortgagor.

3.3 No Liability of the Bank in Collecting. The Bank is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagor for funds actually received.

3.4 Assignment Not a Restriction on the Bank's Rights. Nothing herein contained shall detract from or limit the absolute obligation of the Mortgagor to make payment of the Indebtedness regardless of whether the proceeds assigned by this Article are sufficient to pay the same, and the rights under this Article shall be in addition to all other security now or hereafter existing to secure the payment of the Indebtedness.

3.5 Status of Assignment. Notwithstanding the other provisions of this Article, the Trustee or any receiver appointed in judicial proceedings for the enforcement of this instrument shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after any Note has been declared due and payable in accordance with the provisions of Section 4.1 hereof and to apply all of said proceeds as provided in Section 3.2 hereof. Upon any sale of the Mortgaged Property or any part thereof pursuant to Article V, the Hydrocarbons thereafter produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Article.

3.6 Indemnity. The Mortgagor agrees to indemnify the Trustee and the Bank against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature (all hereinafter in this Section 3.6 called "claims") made against or incurred by them or either of them as a consequence of the assertion, either before or after the payment in full of the Indebtedness, that they or either of them received Hydrocarbons herein assigned or the proceeds thereof claimed by third persons, and the Trustee and the Bank shall have the right to defend against any such claims, employing attorneys therefor, and unless furnished with reasonable indemnity, they or any of them shall have the right to pay or compromise and adjust all such claims. The Mortgagor will indemnify and pay to the Trustee or the Bank any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Bank and the Trustee or any of them. The obligations of the Mortgagor as hereinabove set forth in this Section 3.6 shall survive the release of this instrument.

ARTICLE IV

Events of Default

4.1 Events of Default Hereunder. In case any one or more of the following "events of default" shall occur and shall not have been remedied:

(a) default in the payment of principal of or interest on any Note, or in the payment of any other Indebtedness secured hereby, when due;

(b) any indebtedness of the Mortgagor shall become or shall be declared to be due and payable prior to its expressed maturity by reason of any default by the Mortgagor in the performance or observance of any obligation or by reason of the existence of any condition constituting a default in respect of such indebtedness;

(c) the Mortgagor shall (1) dissolve or terminate its existence, (2) become insolvent, (3) generally fail to pay, or admit in writing its inability to pay, debts as they become due, (4) make a general assignment for the benefit of creditors, (5) apply for, consent to, or acquiesce in the appointment of, a receiver or other custodian for the Mortgagor or any property thereof, or (6) commence any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law (or consent to or acquiesce in any such case or proceeding commenced against it);

(d) a receiver or other custodian shall be appointed for the Mortgagor or for a substantial part of the property thereof or any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law shall be commenced against the Mortgagor;

(e) any warranty or representation made by the Mortgagor herein shall prove to be untrue in any material respect;

(f) a default in the due performance or observance of any covenant or agreement contained in this instrument and not constituting a default in the payment of principal of or interest upon any Note or in the payment of any other Indebtedness;

(g) any of the Mortgaged Property shall be seized or taken by any governmental or similar authority, or any order of attachment, garnishment or any other writ shall be issued, or any other lawful creditor's remedy shall be exercised or attempted to be exercised, with respect thereto;

(h) the title of the Mortgagor to the Mortgaged Property or any substantial part thereof shall become the subject matter of litigation which would or might, in the Bank's opinion, upon final determination result in substantial impairment or loss of the security provided by this instrument; or

(i) the occurrence of an event of default under the terms and provisions of the Loan Note or the Loan Agreement,

then and in any such event the Bank, at its option, may declare the entire unpaid principal of and the interest accrued on the Notes and all other Indebtedness secured hereby to be forthwith due and payable, without any notice or demand of any kind, both of which are hereby expressly waived.

ARTICLE V

Enforcement of the Security

5.1 Power of Sale. Upon the occurrence of an event of default, the Trustee shall have the right and power to sell the Mortgaged Property, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as he may elect, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustee may deem appropriate, and to make conveyance to the purchaser or purchasers; and the Mortgagor shall warrant title to such property to such purchaser or purchasers. The Trustee may postpone the sale of all or any portion of such property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and the Trustee may make other and successive sales until all of the trust estate be legally sold.

5.2 Rights of the Trustee With Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default, the Trustee will have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property, and for this purpose the Trustee may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Trustee may require the Mortgagor to assemble such personal property and make it available to the Trustee at a place to be designated by the Trustee which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Trustee will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagor at the address shown below the signatures at the end of this instrument at least five (5) days before the time of the sale or disposition. To the extent allowed by the applicable law, the Bank shall have the right to enforce personal property security, at its option, under provisions of the Uniform Commercial Code, or to foreclose upon both real and personal property under rules relating to real property.

5.3 Rights of the Trustee With Respect to Fixtures Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default, the Trustee may elect to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and proceed to exercise such rights as apply to such type of collateral.

5.4 Judicial Proceedings. Upon the occurrence of an event of default, the Trustee, in lieu of or in addition to exercising any power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy.

5.5 Possession of the Mortgaged Property. It shall not be necessary for the Trustee to have physically present or constructively in their possession at any sale held by the Trustee or by any court, receiver or public officer any or all of the Mortgaged Property, any rule or statute to the contrary being hereby expressly waived, and the Mortgagor shall deliver to the purchaser at such sale on the date of sale the Mortgaged Property purchased by such purchasers at such sale, and if it should be impossible or impracticable for any of such purchasers to take actual delivery of the Mortgaged Property, then the title and right of possession to the Mortgaged Property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

5.6 Certain Aspects of a Sale. The Bank shall have the right to become the purchaser at any sale held by the Trustee or the Bank by any court, receiver or public officer, and the Bank shall have the right to credit upon the amount of the bid made therefor the amount payable out of the net proceeds of such sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, and the interest accrued on, the Notes after the same have become due and payable, advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

5.7 Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Trustee, or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, or his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

5.8 Effect of Sale. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of the Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor, and the Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Mortgagor, or the Mortgagor's successors or assigns. Nevertheless, the Mortgagor, if requested by the Trustee so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

5.9 Application of Proceeds. The proceeds of any sale of the Mortgaged Property, or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied as follows:

First: To the payment of all expenses incurred by the Trustee in the performance of his duties including, without limiting the generality of the foregoing, a commission of five percent (5%) to the Trustee and expenses of any entry, or taking of possession, of any sale, or advertisement thereof, and of conveyances, and as well, court costs, compensation of agents and employees and legal fees;

Second: To the payment of the Notes and of the other items of Indebtedness with interest to the date of such payment;

Third: Any surplus thereafter remaining shall be paid to the Mortgagor or the Mortgagor's successors or assigns, as their interests shall appear.

5.10 The Mortgagor's Waiver of Appraisement, Marshalling and Other Rights. The Mortgagor agrees, to the full extent that the Mortgagor may lawfully so agree, that the Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, so far as the Mortgagor or those claiming through or under the Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. The Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, waives, to the extent that the Mortgagor may lawfully do so, any and all right to have the Mortgaged Property marshalled upon any foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety. If any law in this paragraph referred to and now in force, of which the Mortgagor or the Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph.

5.11 Costs and Expenses. All costs and expenses (including attorneys' fees) incurred by the Trustee or the Bank in protecting and enforcing their rights hereunder, shall constitute a demand obligation owing by the Mortgagor to the party incurring such costs and expenses and shall draw interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%) until paid, all of which shall constitute a portion of the Indebtedness.

5.12 Sale of the Mortgaged Property. As to Mortgaged Property, the rights of the Trustee and the Bank hereunder may be asserted and enforced according to the law of the state in which said Mortgaged Property is located and in such regard this instrument shall be effective as a Mortgage, as a Deed of Trust, or as both, as applicable state law may allow, and may be foreclosed at the option of the Trustee and the Bank as to any of the Mortgaged Property in any manner permitted by the law of the state in which said properties are situated. To the extent allowed by applicable law, Mortgagor does hereby covenant and agree that the Trustee in the exercise of the power of sale hereby granted and conferred or in the foreclosure of this indenture as a security agreement, need not, at Trustee's option, be governed by any law of the State of California or otherwise, relating to the sale of property under deeds of trust or the foreclosure of a security interest, and no demand for performance or personal notice of any such sale, or other declarations, demands, or notices, shall be necessary.

5.13 Operation of the Mortgaged Property by the Trustee. Upon the occurrence of an event of default and in addition to all other rights herein conferred on the Trustee, the Trustee (or any person, firm or corporation designated by the Trustee) shall have the right and power, but shall not be obligated, to enter upon and take possession of any of the Mortgaged Property, and to exclude the Mortgagor, and the Mortgagor's agents or servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that the Mortgagor shall be at the time entitled and in its place and stead. The Trustee, or any person, firm or corporation designated by the Trustee, may operate the same without any liability to the Mortgagor in connection with such operations except to use ordinary care in the operation of such properties, and the Trustee or any person, firm or corporation designated by the Trustee, shall have the right to collect, receive said receipt for all Hydrocarbons produced and sold from said properties, to make repairs, purchase machinery and equipment, conduct work-over operations, drill additional wells and to exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property. When and if the expenses of such operation and development (including costs of unsuccessful work-over operations or additional wells) have been paid and the Indebtedness paid, said properties shall, if there has been no sale or foreclosure, be returned to the Mortgagor.

ARTICLE VI

Miscellaneous Provisions

6.1 Successor Trustee. Any Trustee may resign in writing addressed to the Bank or be removed at any time with or without cause by an instrument in writing duly executed by the Bank. In case of the death, resignation or removal of a Trustee, a successor Trustee may be appointed by the Bank by an instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirement without formality other than appointment and designation in writing. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation this conveyance shall vest in the named successor Trustee all the estate and title of the prior Trustee in all of the Mortgaged Property, and he shall thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the prior Trustee. All references herein to the Trustee shall be deemed to refer to the Trustee from time to time acting hereunder.

6.2 Advances by the Bank or the Trustee. Each and every covenant herein contained shall be performed and kept by the Mortgagor solely at the Mortgagor's expense. If the Mortgagor shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this instrument, the Bank, or the Trustee or any receiver appointed hereunder, may, but shall not be obligated to, make advances to perform the same in the Mortgagor's behalf, and the Mortgagor hereby agrees to repay such sums upon demand plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%) until paid or, in the event any other promissory note evidences such indebtedness, upon the terms and conditions thereof. No such advance shall be deemed to relieve the Mortgagor from any default hereunder.

6.3 Defense of Claims. The Mortgagor will notify the Trustee, in writing, promptly of the commencement of any legal proceedings affecting the lien hereof or the Mortgaged Property, or any part thereof, and will take such action, employing attorneys agreeable to the Trustee, as may be necessary to preserve the Mortgagor's, the Trustee's and the Bank's rights affected thereby; and should the Mortgagor fail or refuse to take any such action, the Trustee or the Bank may, upon giving prior written notice thereof to the Mortgagor, take such action in behalf and in the name of the Mortgagor and at the Mortgagor's expense. Moreover, the Bank or the Trustee on behalf of the Bank, may take such independent action in connection therewith as he may in his discretion deem proper, the Mortgagor hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%), will, on demand, be reimbursed to the Bank, the Trustee or any receiver appointed hereunder.

6.4 The Mortgaged Property to Revert. If the Indebtedness shall be fully paid and the covenants herein contained shall be well and truly performed, then all of the Mortgaged Property shall revert to the Mortgagor and the entire estate, right, title and interest of the Trustee and the Bank shall thereupon cease; and the Trustee in such case shall, upon the request of the Mortgagor and at the Mortgagor's cost and expense, deliver to the Mortgagor proper instruments acknowledging satisfaction of this instrument.

6.5 Renewals, Amendments and Other Security. Renewals and extensions of the Indebtedness may be given at any time and amendments may be made to agreements relating to any part of such Indebtedness or the Mortgaged Property and the Bank may take or may now hold other security for the Indebtedness without notice to or consent of the Mortgagor. The Trustee or the Bank may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this instrument, which shall continue as a first lien upon the Mortgaged Property not expressly released until the Notes and all other Indebtedness secured hereby is fully paid.

6.6 Instrument an Assignment, etc. This instrument shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof.

6.7 Limitation on Interest. No provision of this instrument or of the Notes shall require the payment or permit the collection of interest in excess of the maximum

permitted by law or which is otherwise contrary to law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, the Mortgagor shall not be obligated to pay such excess.

6.8 Unenforceable or Inapplicable Provisions. If any provision hereof or of the Notes is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Notes shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee and the Bank in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Mortgaged Property is situated shall be deemed inapplicable to, and not used in, the interpretation hereof.

6.9 Rights Cumulative. Each and every right, power and remedy herein given to the Trustee or the Bank shall be cumulative and not exclusive; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustee, or the Bank, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustee or by the Bank in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

6.10 Waiver by the Trustee. Any and all covenants in this instrument may from time to time by instrument in writing signed by the Trustee be waived to such extent and in such manner as the Trustee may desire, but no such waiver shall ever affect or impair either the Trustee's or the Bank's rights or liens hereunder, except to the extent specifically stated in such written statement.

6.11 Action by Individual Trustee. Any Trustee from time to time serving hereunder shall have the absolute right, acting individually, to take any action and to give any consent and to exercise any right, remedy, power, privilege or authority conferred upon the Trustee, and any action taken by either Trustee from time to time serving hereunder shall be binding upon the other Trustee and no person dealing with either Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of the other Trustee. In this instrument, the term "Trustee" shall mean the Trustee hereinabove named, or either of them, as the context requires, and any successor Trustee or Trustees.

6.12 Successors and Assigns. This instrument is binding upon the Mortgagor, the Mortgagor's successors and assigns, and shall inure to the benefit of the Trustee, his successors, and the Bank, its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

6.13 Article and Section Headings. The article and section headings in this instrument are inserted for convenience of reference and shall not be considered a part of this instrument or used in its interpretation.

6.14 Execution in Counterparts. This instrument may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation or filing, in any particular counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded or filed may have been omitted.

6.15 Special Filing as Financing Statement. This Mortgage and Deed of Trust shall likewise be a Security Agreement and a Financing Statement. This Mortgage and Deed of Trust shall be filed for record, among other places, in the real estate records of each county in which the oil and gas leases described in Exhibit A hereto, or any part thereof, are situated, and, when filed in such counties shall be effective as a financing statement covering fixtures located on oil and gas properties (and accounts arising therefrom) which are to be financed at the wellhead of the wells located on the real estate described in Exhibit A hereto (and accounts arising therefrom).

6.16 Notices. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the Mortgagor shall be sufficiently

given when mailed by first-class mail, addressed to the Mortgagor at the address shown below the signatures at the end of this instrument or to such different address as the Mortgagor shall have designated by written notice received by the Bank or the Trustee.

6.17 Provisions Relating to Trust Created. The trust created hereby is irrevocable by the Mortgagor or trustor, and the Trustee hereby accepts the trust in this indenture established.

6.18 Waiver of Statute of Limitations. The right to plead any and all statutes of Limitations as a defense to any and all demands and obligations secured by this instrument is hereby waived to the full extent permissible by law.

IN WITNESS WHEREOF, the Mortgagor has executed or caused to be executed this Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement as of the day, month and year first above written.

MORTGAGOR AND DEBTOR

AGAPE ENERGY, INC.
a Colorado corporation

ATTEST:

Secretary

By: Carl N. Renwick
President

The address of the Mortgagor is:

102 Inverness Terrace East
Suite 203
Englewood, Colorado 80112-5305

SECURED PARTIES

Van A. Horsley, Trustee

DENVER NATIONAL BANK,
a national banking corporation

ATTEST:

Secretary

By:
Van A. Horsley, Senior Vice President

The address of Denver National Bank and the Trustee is:

Post Office Box 5586 - T.A.
Denver, Colorado 80217

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me in the City and County of Denver, State of Colorado, on this 1st day of July, 1984, by CARL N. RENNERT, as President of AGAPE, INC., a Colorado corporation, by CARL N. RENNERT, as President of AGAPE ENERGY, INC., a Colorado corporation, by CARL N. RENNERT, individually, and by PATRICK D. MAHER, individually.

Witness my hand and official seal.

Jacque Purcell
Notary Public

Address Denver National Bank
1125 17th Street
Denver, Colorado 80202

My Commission Expires: March 1, 1987

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

BE IT REMEMBERED that I, Jacque Purcell, a Notary Public duly qualified, commissioned sworn and acting in and for the County and State aforesaid, hereby certify that on this 1st day of July, 1984, there appeared before me severally each of the following persons, each being either a Trustee or else the designated officer of the corporation or association set opposite his name, and each such Trustee, corporation and association being a party to the foregoing instrument:

Carl M. Kennel, the President and Patrick D. Maher, the Secretary, of Agape Energy, Inc., a Colorado corporation, whose address is 102 Inverness Terrace East, Suite 203, Englewood, Colorado 80112-5305; and

Van A. Horsley the Senior Vice President, and Charles B. Worthington, the _____ Secretary of Denver National Bank, a national banking corporation, whose address is P.O. Box 5586 - T.A., 17th and Lawrence Streets, Denver, Colorado 80217; and

Van A. Horsley, as Trustee, whose address is P. O. Box 5586 - T.A., 17th and Lawrence Streets, Denver, Colorado 80217.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation or association, or himself, as a Trustee, as the case may be.

JACQUE PURCELL NOTARY PUBLIC STATE OF COLORADO

Jacque Purcell
Notary Public
Address: Denver National Bank
1125 17th Street
Denver, Colorado 80202

My commission expires:

March 1, 1987

EXHIBIT A

AGAPE ENERGY, INC.

Chenango Prospect, County of Sublette, State of Wyoming

ell Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
:sposito 'ederal 40-20	BPO .04320 APO .02592	BPO .033048 APO .020870	7/1/76	-	-	USA W-77883	Freda Esposito	T28N-R111W, 6th P.M. Sec. 20: SE/4 Sublette County WY

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AGAPE ENERGY, INC.

Brisben Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Esposito Federal 40-32	BPO .04320 APO .02592	BPO .033696 APO .02087	7/1/76	-	-	USA W-77883	Freda Esposito	T28N-R111W, 6th P.M. Sec. 32: SE/4 Sublette County, WY

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AGAPE ENERGY, INC.

Bainbridge Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Esposito Federal 40-29	BPO .04320 APO .02592	BPO .033048 APO .02087	7/1/86	-	-	USA W-77883	Freda Esposito	T28N-R111W, 6th P.M. Sec. 29: SE/4 Sublette County, WY

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Condor Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Energetics Federal 30-33	BPO .04320 APO .02592	BPO .0335413 APO .0208700	1/1/76	-	-	USA W-53094	Owen P. Miles, Jr.	T27N-R111W, 6th P.M. Sec. 33: Lots 1,2, NE/4SW/4 Sublette County, WY
			4/1/76	64	328	USA W-54137	Melvin Meester	T27N-R111W, 6th P.M. Sec. 33: NW/4SW/4 Sublette County, WY
Energetics Federal 40-33	BPO .02592 APO .02592	BPO .02087 APO .02087	1/1/76	-	-	USA W-53094	Owen P. Miles, Jr.	T27N-R111W, 6th P.M. Sec. 33: Lots 3,4,N/2SE/4 Sublette County, WY

AGAPE ENERGY, INC.

Ontario Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Hanson Federal 20-1	BPO .0432 APO .0216	BPO .033048 APO .017390	4/1/79	-	-	USA W-67178	Phyllis Hanson	T27N-R112W, 6th P.M. Sec. 1: Lots 1,2, S/2NE/4 Sublette County, WY
Walstrom Federal 30-1	BPO .0432 APO .0216	BPO .033696 APO .01787	10/1/78	57	79	USA W-64985	L. A. Walstrom, Jr.	T27N-R112W, 6th P.M. Sec. 1: SW/4 Sublette County, WY

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Crane Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Energetics Federal 10-9	BPO .0432 APO .0216	BPO .032508 APO .017120	1/1/74	-	-	USA W-42781	Arthur N. Rupe	T27N-R111W, 6th P.M. Sec. 9: NW/4 Sublette County, WY

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MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

From

DPM, INC.

to

VAN A. HORSLEY, TRUSTEE

and

DENVER NATIONAL BANK

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THE OIL AND GAS INTERESTS INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

Dated July 1, 1984

202786

RECORDED August 13 1984 8:00 A M
IN BOOK 42 Mtg PAGE 356
FEES $46.25 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated July 1, 1984, is from DPM, INC. a Colorado corporation, (herein called the "Mortgagor"), to VAN A. HORSLEY, as Trustee (herein called the "Trustee"), and DENVER NATIONAL BANK, a national banking corporation (herein called "Bank").

(a) The Mortgagor and the Bank have entered into a Loan Agreement, dated of even date herewith (herein, as the same may be amended, modified or supplemented from time to time, called the "Loan Agreement"), pursuant to which the Bank has agreed to lend to the Mortgagor amounts not to exceed Eight Hundred Thousand and No One-Hundredths Dollars ($800,000.00) at any one time outstanding, and the Mortgagor, to evidence its indebtedness to the Bank under the Loan Agreement, has executed and delivered to the Bank its promissory note, dated of even date herewith (herein called the "Loan Note"), in the principal amount of Eight Hundred Thousand and No One-Hundredths Dollars $800,000.00, the Loan Note being payable to the order of the Bank on demand, bearing interest at the rates provided for therein, and containing provisions for payment of attorneys' fees and acceleration of maturity in the event of default, as therein set forth.

(b) For all purposes of this instrument, unless the context otherwise requires:

A. "Oil and gas leases" shall include oil, gas and mineral leases and shall also include subleases and assignments of operating rights.

B. "Hydrocarbons" shall mean oil, gas and other liquid or gaseous hydrocarbons.

C. "Production Sale Contracts" shall mean contracts now in effect, or hereafter entered into by the Mortgagor, or the Mortgagor's precedessors in interest, for the sale, purchase, exchange or processing of Hydrocarbons produced from the lands described in Exhibit A attached hereto and made a part hereof.

D. "Lands described in Exhibit A" shall include any lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference to another instrument or document, and shall also include any lands now or hereafter unitized or pooled with lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference.

E. "Operating Equipment" shall mean all surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature (excluding drilling rigs, trucks, automotive equipment or other property taken to the premises to drill a well or for other similar temporary uses) now or hereafter located on or under any of the lands described in Exhibit A which are useful for the production, treatment, storage or transportation of oil, gas, and other liquid or gaseous hydrocarbons, including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, Christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering, treating and compression), chemicals, solutions, water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading docks, loading racks and shipping facilities.

F. "Mortgaged Property" shall mean the properties, rights and interests hereinafter described and defined as the Mortgaged Property.

G. "Indebtedness," "Note" and "Notes" shall have the respective meanings set forth in Section 1.2 hereof.

NOW THEREFORE, the Mortgagor, for and in consideration of the premises and of the debts and trusts hereinafter mentioned, has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustee, for the use and benefit of the Bank, all the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in all of the hereinafter described properties, rights and interests; and, insofar as such properties, rights and interests consist of equipment, general

intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (as in effect in the appropriate jurisdiction with respect to each of said properties, rights and interests), the Mortgagor hereby grants to said Trustee, for the use and benefit of the Bank, a security interest therein; namely:

(a) the lands described in Exhibit A, and the oil and gas leases, the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit A,

(b) the presently existing unitization and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A,

(c) the Hydrocarbons which are in, under, upon, produced or to be produced from the lands described in Exhibit A,

(d) the Production Sale Contracts,

(e) the Operating Equipment, and

(f) all proceeds of the foregoing,

together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instrument relating thereto, and all contracts, operating agreements, records, logs, rights-of-way, franchises, easements, surface leases, permits, licenses, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which the Mortgagor might at any time have or be entitled to,

all the aforesaid properties, rights and interests, together with any additions thereto which may be subjected to the lien of this instrument by means of supplements hereto, being hereinafter called the "Mortgaged Property."

Subject, however, to (a) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of such properties and interests in Exhibit A (including all presently existing royalties, payments out of production and other burdens which are referred to in Exhibit A and/or which are taken into consideration in computing the decimal or fractional interest as set forth in Exhibit A), (b) the assignment of production contained in Article III hereof, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 hereof, and (c) the condition that neither the Trustee nor the Bank shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee forever to secure the payment of the Indebtedness and to secure the performance of the obligations of the Mortgagor herein contained.

The Mortgagor, in consideration of the premises and to induce the Bank to make the loans above described, hereby covenants and agrees with both the Trustee and the Bank as follows:

ARTICLE I

Indebtedness Secured

1.1 Items of Indebtedness Secured. The following items of indebtedness are secured hereby:

(a) The Loan Note, and all other obligations and liabilities of the Mortgagor under the Loan Agreement;

[redacted] [redacted] [redacted]

(b) Any sums advanced or expenses or costs incurred by the Trustee or the Bank (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms hereof, plus interest thereon at the rate herein specified or otherwise agreed upon, from the date of the advances or the incurring of such expenses or costs until reimbursed;

(c) Any and all other indebtedness of the Mortgagor to the Bank now or hereafter owing, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, regardless of how evidenced or arising;

(d) All additional loans and advances which may from time to time be made by the Bank to or for the benefit of the Mortgagor, whether made pursuant hereto, or pursuant to the Loan Agreement, or otherwise.

(e) Any extensions or renewals of all such indebtedness described in subparagraphs (a) through (d) above whether or not the Mortgagor executes any extension agreement or renewal instrument, the Bank not being obligated, however, to renew or extend said indebtedness or any part thereof.

1.2 Indebtedness and the Notes Defined. All the above items of indebtedness are hereinafter collectively referred to as the "Indebtedness." Any promissory note evidencing any part of the Indebtedness, including, without limitation, the Loan Note, is hereinafter referred to individually as a "Note" and all such promissory notes are hereinafter referred to collectively as the "Notes."

ARTICLE II

Particular Covenants and Warranties of the Mortgagor

2.1 Payment of the Indebtedness. The Mortgagor will duly and punctually pay the indebtedness, including each and every obligation owing on account of the Note.

2.2 Warranties. The Mortgagor warrants that (a) the oil and gas leases described in Exhibit A hereto are valid, subsisting leases, superior and paramount to all other oil and gas leases respecting the properties to which they pertain, (b) the Mortgagor, to the extent of the interest specified in Exhibit A, has valid and indefeasible title to each property right or interest constituting the Mortgaged Property and has a good and legal right to grant and convey the same to the Trustee, it being understood that the Mortgagor's interest in each oil and gas lease and operating equipment shall exceed the Mortgagor's net interest in production from such lease to the extent of the Mortgagor's proportionate share of the burden of all royalties, overriding royalties and other such payments out of production, (c) the Mortgaged Property is free from all encumbrances or liens whatsoever, except as may be specifically set forth in Exhibit A or as permitted by the provisions of Section 2.5(e) hereof, and (d) the Mortgagor is not obligated, by virtue of any prepayment under any contract providing for the sale by the Mortgagor of Hydrocarbons which contains a "take or pay" clause or under any similar arrangements, to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor. The Mortgagor will warrant and forever defend the Mortgaged Property unto the Trustee against every person whomsoever lawfully claiming the same or any part thereof, and the Mortgagor will maintain and preserve the lien hereby created so long as any of the Indebtedness remains unpaid.

2.3 Further Assurances. The Mortgagor will execute and deliver such other and further instruments and will do such other and further acts as in the opinion of the Trustee may be necessary or desirable to carry out more effectually the purposes of this instrument, including, without limiting the generality of the foregoing, (a) prompt correction of any defect which may hereafter be discovered in the title to the Mortgaged Property or in the execution and acknowledgment of this instrument, any Note, or any other document executed in connection herewith, and (b) prompt execution and delivery of all division or transfer orders which in the opinion of the Bank are needed to transfer effectually to the Bank the assigned proceeds of production from the Mortgaged Property.

2.4 Taxes. Subject to the Mortgagor's right to contest the same, the Mortgagor will promptly pay all taxes, assessments and governmental charges legally imposed upon this instrument or upon the Mortgaged Property or upon the interest of the Trustee or the Bank therein, or upon the income and profits thereof.

2.5 Operation of the Mortgaged Property. So long as the Indebtedness or any part thereof remains unpaid, and whether or not the Mortgagor is the operator of the Mortgaged Property, the Mortgagor shall, at the Mortgagor's own expense:

(a) Do all things necessary to keep unimpaired the Mortgagor's rights in the Mortgaged Property and not, except in the ordinary course of business, abandon any well or forfeit, surrender or release any oil and gas lease or any rights in the Mortgaged Property or enter into any operating agreement with respect to the Mortgaged Property without the prior written consent of the Trustee;

(b) Cause the Mortgaged Property to be maintained, developed, protected against drainage, and continuously operated for the production of Hydrocarbons in a good and workmanlike manner as would a prudent operator, and in accordance with generally accepted practices, applicable operating agreements, and all applicable federal, state and local laws, rules and regulations, excepting those being contested in good faith;

(c) Cause to be paid, promptly as and when due and payable, all rentals and royalties payable in respect of the Mortgaged Property, and all expenses incurred in or arising from the operation or development of the Mortgaged Property;

(d) Cause the Operating Equipment to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements thereof or thereto, needful to the production of Hydrocarbons from the Mortgaged Property, to be promptly made;

(e) Cause the Mortgaged Property to be kept free and clear of liens, charges and encumbrances of every character, other than (1) the lien thereof, (2) taxes constituting a lien but not due and payable, (3) defects or irregularities in title, and liens, charges or encumbrances, which are not such as to interfere materially with the development, operation or value of the Mortgaged Property and not such as to affect materially title thereto, (4) those set forth or referred to in Exhibit A, (5) those being contested by the Mortgagor in good faith in such manner as not to jeopardize the Trustee's and the Bank's rights in and to the Mortgaged Property, and (6) those consented to in writing by the Trustee; and

(f) Carry in standard insurance companies and in amounts satisfactory to the Trustee the following insurance: (1) workmen's compensation insurance and public liability and property damage insurance in respect of all activities in which the Mortgagor might incur personal liability for the death of or injury to an employee or third person, or damage to or destruction of another's property; and (2) to the extent such insurance is carried by others engaged in similar undertakings in the same general areas in which the Mortgaged Property is located, insurance in respect of the Operating Equipment, against loss or damage by fire, lightning, hail, tornado, explosion and other similar risks.

2.6 Recording Obligations and Maintenance of Lien. The Mortgagor will promptly, and at the Mortgagor's expense, record, register, deposit and file this and every other instrument in addition or supplemental hereto in such offices and places and at such times and as often as may be necessary to create, preserve, protect and renew the lien hereof as a first lien on real or personal property as the case may be and the rights and remedies of the Trustee and of the Bank, and otherwise will do and observe all things or matters necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States of America or of any other competent authority, for the purpose of effectively creating, maintaining and preserving the lien hereof on the Mortgaged Property. At its option, the Bank, or its agents or attorneys acting on behalf of the Bank, may secure the recording, registering, depositing, or filing as necessary, but the same shall be at the Mortgagor's expense.

2.7 Sale or Mortgage of the Mortgaged Property. Except for sales of severed Hydrocarbons in the ordinary course of the Mortgagor's business and the lien and security interest created by this instrument, the Mortgagor will not sell, convey, mortgage, pledge, pool, unitize or otherwise dispose of or encumber the Mortgaged Property nor any portion thereof, nor any of the Mortgagor's right, title or interest therein, without first securing the written consent of the Trustee; and the Mortgagor will not enter into any arrangement with any gas pipeline company or other consumer of Hydrocarbons regarding the Mortgaged Property whereby said gas pipeline company or consumer may set off any claim against the Mortgagor by withholding payment of any Hydrocarbons actually delivered.

[redacted] [redacted] [redacted]

2.8 Records, Statements and Reports. The Mortgagor will keep proper books of record and account in which complete and correct entries will be made of the Mortgagor's transactions in accordance with generally accepted accounting principles and will furnish or cause to be furnished to the Bank upon its request, or as set forth in the Loan Agreement where applicable, (a) reports prepared by an independent person or firm acceptable to the Bank concerning (1) the quantity of Hydrocarbons recoverable from the Mortgaged Property, (2) the projected income and expense attributable to the Mortgaged Property, and (3) the expediency of any change in methods of treatment or operation of all or any wells productive of Hydrocarbons, any new drilling or development, any method of secondary recovery by repressuring or otherwise, or any other action with respect to the Mortgaged Property, the decision as to which may increase or reduce the quantity of Hydrocarbons ultimately recoverable, or the rate of production thereof, (b) reports showing the gross proceeds from the sale of Hydrocarbons produced from the Mortgaged Property (including any thereof taken by the Mortgagor for the Mortgagor's own use), the quantity of such Hydrocarbons sold, the severance, gross production, occupation, or gathering taxes deducted from or paid out of such proceeds, the number of wells operated, drilled or abandoned, and such other information as the Bank may reasonably request (upon request of the Bank, such reports referred to in clauses (a) and (b) above shall set forth such information on a lease or unit basis), and (c) such other information concerning the business and affairs and financial condition of the Mortgagor as the Bank may from time to time reasonably request.

2.9 No Governmental Approvals. The Mortgagor warrants that no approval or consent of any regulatory or administrative commission or authority, or of any other governmental body, is necessary to authorize the execution and delivery of this instrument or of the Notes, or to authorize the observance or performance by the Mortgagor of the covenants herein or in the Notes contained.

2.10 Right of Entry. The Mortgagor will permit the Trustee or the Bank or the agents of either of them, to enter upon the Mortgaged Property, and all parts thereof, for the purpose of investigating and inspecting the condition and operation thereof.

2.11 Corporate Mortgagor. The Mortgagor will continue to be duly qualified to transact business in each state where the conduct of its business requires it to be qualified, and will not, without the prior written consent of the Bank consolidate or merge with any other corporation.

ARTICLE III

Assignment of Production

3.1 Assignment. As further security for the payment of the Indebtedness, the Mortgagor hereby transfers, assigns, warrants and conveys to the Bank, effective as of the first day of June, 1984, at 7:00 a.m., local time, all Hydrocarbons which are thereafter produced from and which accrue to the Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Bank by virtue of the provisions of this Article, are authorized and directed to treat and regard the Bank as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Bank, and shall be under no obligation to see to the application by the Bank of any such proceeds or payments received by it.

3.2 Application of Proceeds. All payments received pursuant to Section 3.1 hereof shall be credited by the payee, or holder, as follows:

First: To the payment and satisfaction of all costs and expenses incurred in connection with the collection of such proceeds, and the payment and reimbursement of all items of the Indebtedness not evidenced by any Note.

Second: To the payment and satisfaction of the accrued interest on the Note.

Third: To the amounts of principal then due and owing on the Note.

Fourth: The balance, if any, shall either be applied on the then unmatured principal amounts of the Note, or, at the sole option of the Bank, released to the Mortgagor.

3.3 No Liability of the Bank in Collecting. The Bank is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagor for funds actually received.

3.4 Assignment Not a Restriction on the Bank's Rights. Nothing herein contained shall detract from or limit the absolute obligation of the Mortgagor to make payment of the Indebtedness regardless of whether the proceeds assigned by this Article are sufficient to pay the same, and the rights under this Article shall be in addition to all other security now or hereafter existing to secure the payment of the Indebtedness.

3.5 Status of Assignment. Notwithstanding the other provisions of this Article, the Trustee or any receiver appointed in judicial proceedings for the enforcement of this instrument shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after any Note has been declared due and payable in accordance with the provisions of Section 4.1 hereof and to apply all of said proceeds as provided in Section 3.2 hereof. Upon any sale of the Mortgaged Property or any part thereof pursuant to Article V, the Hydrocarbons thereafter produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Article.

3.6 Indemnity. The Mortgagor agrees to indemnify the Trustee and the Bank against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature (all hereinafter in this Section 3.6 called "claims") made against or incurred by them or either of them as a consequence of the assertion, either before or after the payment in full of the Indebtedness, that they or either of them received Hydrocarbons herein assigned or the proceeds thereof claimed by third persons, and the Trustee and the Bank shall have the right to defend against any such claims, employing attorneys therefor, and unless furnished with reasonable indemnity, they or any of them shall have the right to pay or compromise and adjust all such claims. The Mortgagor will indemnify and pay to the Trustee or the Bank any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Bank and the Trustee or any of them. The obligations of the Mortgagor as hereinabove set forth in this Section 3.6 shall survive the release of this instrument.

ARTICLE IV

Events of Default

4.1 Events of Default Hereunder. In case any one or more of the following "events of default" shall occur and shall not have been remedied:

(a) default in the payment of principal of or interest on any Note, or in the payment of any other Indebtedness secured hereby, when due;

(b) any indebtedness of the Mortgagor shall become or shall be declared to be due and payable prior to its expressed maturity by reason of any default by the Mortgagor in the performance or observance of any obligation or by reason of the existence of any condition constituting a default in respect of such indebtedness;

(c) the Mortgagor shall (1) dissolve or terminate its existence, (2) become insolvent, (3) generally fail to pay, or admit in writing its inability to pay, debts as they become due, (4) make a general assignment for the benefit of creditors, (5) apply for, consent to, or acquiesce in the appointment of, a receiver or other custodian for the Mortgagor or any property thereof, or (6) commence any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law (or consent to or acquiesce in any such case or proceeding commenced against it);

(d) a receiver or other custodian shall be appointed for the Mortgagor or for a substantial part of the property thereof or any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law shall be commenced against the Mortgagor;

(e) any warranty or representation made by the Mortgagor herein shall prove to be untrue in any material respect;

(f) a default in the due performance or observance of any covenant or agreement contained in this instrument and not constituting a default in the payment of principal of or interest upon any Note or in the payment of any other Indebtedness;

(g) any of the Mortgaged Property shall be seized or taken by any governmental or similar authority, or any order of attachment, garnishment or any other writ shall be issued, or any other lawful creditor's remedy shall be exercised or attempted to be exercised, with respect thereto;

(h) the title of the Mortgagor to the Mortgaged Property or any substantial part thereof shall become the subject matter of litigation which would or might, in the Bank's opinion, upon final determination result in substantial impairment or loss of the security provided by this instrument; or

(i) the occurrence of an event of default under the terms and provisions of the Loan Note or the Loan Agreement,

then and in any such event the Bank, at its option, may declare the entire unpaid principal of and the interest accrued on the Notes and all other Indebtedness secured hereby to be forthwith due and payable, without any notice or demand of any kind, both of which are hereby expressly waived.

ARTICLE V

Enforcement of the Security

5.1 Power of Sale. Upon the occurrence of an event of default, the Trustee shall have the right and power to sell the Mortgaged Property, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as he may elect, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustee may deem appropriate, and to make conveyance to the purchaser or purchasers; and the Mortgagor shall warrant title to such property to such purchaser or purchasers. The Trustee may postpone the sale of all or any portion of such property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and the Trustee may make other and successive sales until all of the trust estate be legally sold.

5.2 Rights of the Trustee With Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default, the Trustee will have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property, and for this purpose the Trustee may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Trustee may require the Mortgagor to assemble such personal property and make it available to the Trustee at a place to be designated by the Trustee which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Trustee will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagor at the address shown below the signatures at the end of this instrument at least five (5) days before the time of the sale or disposition. To the extent allowed by the applicable law, the Bank shall have the right to enforce personal property security, at its option, under provisions of the Uniform Commercial Code, or to foreclose upon both real and personal property under rules relating to real property.

5.3 Rights of the Trustee With Respect to Fixtures Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default, the Trustee may elect to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and proceed to exercise such rights as apply to such type of collateral.

5.4 Judicial Proceedings. Upon the occurrence of an event of default, the Trustee, in lieu of or in addition to exercising any power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy.

5.5 Possession of the Mortgaged Property. It shall not be necessary for the Trustee to have physically present or constructively in their possession at any sale held by the Trustee or by any court, receiver or public officer any or all of the Mortgaged Property, any rule or statute to the contrary being hereby expressly waived, and the Mortgagor shall deliver to the purchaser at such sale on the date of sale the Mortgaged Property purchased by such purchasers at such sale, and if it should be impossible or impracticable for any of such purchasers to take actual delivery of the Mortgaged Property, then the title and right of possession to the Mortgaged Property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

5.6 Certain Aspects of a Sale. The Bank shall have the right to become the purchaser at any sale held by the Trustee or the Bank by any court, receiver or public officer, and the Bank shall have the right to credit upon the amount of the bid made therefor the amount payable out of the net proceeds of such sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, and the interest accrued on, the Notes after the same have become due and payable, advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

5.7 Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Trustee, or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, or his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

5.8 Effect of Sale. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of the Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor, and the Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Mortgagor, or the Mortgagor's successors or assigns. Nevertheless, the Mortgagor, if requested by the Trustee so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

5.9 Application of Proceeds. The proceeds of any sale of the Mortgaged Property, or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied as follows:

First: To the payment of all expenses incurred by the Trustee in the performance of his duties including, without limiting the generality of the foregoing, a commission of five percent (5%) to the Trustee and expenses of any entry, or taking of possession, of any sale, or advertisement thereof, and of conveyances, and as well, court costs, compensation of agents and employees and legal fees;

Second: To the payment of the Notes and of the other items of Indebtedness with interest to the date of such payment;

Third: Any surplus thereafter remaining shall be paid to the Mortgagor or the Mortgagor's successors or assigns, as their interests shall appear.

5.10 The Mortgagor's Waiver of Appraisement, Marshalling and Other Rights. The Mortgagor agrees, to the full extent that the Mortgagor may lawfully so agree, that the Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, so far as the Mortgagor or those claiming through or under the Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. The Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, waives, to the extent that the Mortgagor may lawfully do so, any and all right to have the Mortgaged Property marshalled upon any foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety. If any law in this paragraph referred to and now in force, of which the Mortgagor or the Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph.

5.11 Costs and Expenses. All costs and expenses (including attorneys' fees) incurred by the Trustee or the Bank in protecting and enforcing their rights hereunder, shall constitute a demand obligation owing by the Mortgagor to the party incurring such costs and expenses and shall draw interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%) until paid, all of which shall constitute a portion of the Indebtedness.

5.12 Sale of the Mortgaged Property. As to Mortgaged Property, the rights of the Trustee and the Bank hereunder may be asserted and enforced according to the law of the state in which said Mortgaged Property is located and in such regard this instrument shall be effective as a Mortgage, as a Deed of Trust, or as both, as applicable state law may allow, and may be foreclosed at the option of the Trustee and the Bank as to any of the Mortgaged Property in any manner permitted by the law of the state in which said properties are situated. To the extent allowed by applicable law, Mortgagor does hereby covenant and agree that the Trustee in the exercise of the power of sale hereby granted and conferred or in the foreclosure of this indenture as a security agreement, need not, at Trustee's option, be governed by any law of the State of California or otherwise, relating to the sale of property under deeds of trust or the foreclosure of a security interest, and no demand for performance or personal notice of any such sale, or other declarations, demands, or notices, shall be necessary.

5.13 Operation of the Mortgaged Property by the Trustee. Upon the occurrence of an event of default and in addition to all other rights herein conferred on the Trustee, the Trustee (or any person, firm or corporation designated by the Trustee) shall have the right and power, but shall not be obligated, to enter upon and take possession of any of the Mortgaged Property, and to exclude the Mortgagor, and the Mortgagor's agents or servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that the Mortgagor shall be at the time entitled and in its place and stead. The Trustee, or any person, firm or corporation designated by the Trustee, may operate the same without any liability to the Mortgagor in connection with such operations except to use ordinary care in the operation of such properties, and the Trustee or any person, firm or corporation designated by the Trustee, shall have the right to collect, receive said receipt for all Hydrocarbons produced and sold from said properties, to make repairs, purchase machinery and equipment, conduct work-over operations, drill additional wells and to exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property. When and if the expenses of such operation and development (including costs of unsuccessful work-over operations or additional wells) have been paid and the Indebtedness paid, said properties shall, if there has been no sale or foreclosure, be returned to the Mortgagor.

ARTICLE VI

Miscellaneous Provisions

6.1 Successor Trustee. Any Trustee may resign in writing addressed to the Bank or be removed at any time with or without cause by an instrument in writing duly executed by the Bank. In case of the death, resignation or removal of a Trustee, a successor Trustee may be appointed by the Bank by an instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirement without formality other than appointment and designation in writing. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation this conveyance shall vest in the named successor Trustee all the estate and title of the prior Trustee in all of the Mortgaged Property, and he shall thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the prior Trustee. All references herein to the Trustee shall be deemed to refer to the Trustee from time to time acting hereunder.

6.2 Advances by the Bank or the Trustee. Each and every covenant herein contained shall be performed and kept by the Mortgagor solely at the Mortgagor's expense. If the Mortgagor shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this instrument, the Bank, or the Trustee or any receiver appointed hereunder, may, but shall not be obligated to, make advances to perform the same in the Mortgagor's behalf, and the Mortgagor hereby agrees to repay such sums upon demand plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%) until paid or, in the event any other promissory note evidences such indebtedness, upon the terms and conditions thereof. No such advance shall be deemed to relieve the Mortgagor from any default hereunder.

6.3 Defense of Claims. The Mortgagor will notify the Trustee, in writing, promptly of the commencement of any legal proceedings affecting the lien hereof or the Mortgaged Property, or any part thereof, and will take such action, employing attorneys agreeable to the Trustee, as may be necessary to preserve the Mortgagor's, the Trustee's and the Bank's rights affected thereby; and should the Mortgagor fail or refuse to take any such action, the Trustee or the Bank may, upon giving prior written notice thereof to the Mortgagor, take such action in behalf and in the name of the Mortgagor and at the Mortgagor's expense. Moreover, the Bank or the Trustee on behalf of the Bank, may take such independent action in connection therewith as he may in his discretion deem proper, the Mortgagor hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%), will, on demand, be reimbursed to the Bank, the Trustee or any receiver appointed hereunder.

6.4 The Mortgaged Property to Revert. If the Indebtedness shall be fully paid and the covenants herein contained shall be well and truly performed, then all of the Mortgaged Property shall revert to the Mortgagor and the entire estate, right, title and interest of the Trustee and the Bank shall thereupon cease; and the Trustee in such case shall, upon the request of the Mortgagor and at the Mortgagor's cost and expense, deliver to the Mortgagor proper instruments acknowledging satisfaction of this instrument.

6.5 Renewals, Amendments and Other Security. Renewals and extensions of the Indebtedness may be given at any time and amendments may be made to agreements relating to any part of such Indebtedness or the Mortgaged Property and the Bank may take or may now hold other security for the Indebtedness without notice to or consent of the Mortgagor. The Trustee or the Bank may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this instrument, which shall continue as a first lien upon the Mortgaged Property not expressly released until the Notes and all other Indebtedness secured hereby is fully paid.

6.6 Instrument an Assignment, etc. This instrument shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof.

6.7 Limitation on Interest. No provision of this instrument or of the Notes shall require the payment or permit the collection of interest in excess of the maximum

permitted by law or which is otherwise contrary to law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, the Mortgagor shall not be obligated to pay such excess.

6.8 Unenforceable or Inapplicable Provisions. If any provision hereof or of the Notes is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Notes shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee and the Bank in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Mortgaged Property is situated shall be deemed inapplicable to, and not used in, the interpretation hereof.

6.9 Rights Cumulative. Each and every right, power and remedy herein given to the Trustee or the Bank shall be cumulative and not exclusive; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustee, or the Bank, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustee or by the Bank in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

6.10 Waiver by the Trustee. Any and all covenants in this instrument may from time to time by instrument in writing signed by the Trustee be waived to such extent and in such manner as the Trustee may desire, but no such waiver shall ever affect or impair either the Trustee's or the Bank's rights or liens hereunder, except to the extent specifically stated in such written statement.

6.11 Action by Individual Trustee. Any Trustee from time to time serving hereunder shall have the absolute right, acting individually, to take any action and to give any consent and to exercise any right, remedy, power, privilege or authority conferred upon the Trustee, and any action taken by either Trustee from time to time serving hereunder shall be binding upon the other Trustee and no person dealing with either Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of the other Trustee. In this instrument, the term "Trustee" shall mean the Trustee hereinabove named, or either of them, as the context requires, and any successor Trustee or Trustees.

6.12 Successors and Assigns. This instrument is binding upon the Mortgagor, the Mortgagor's successors and assigns, and shall inure to the benefit of the Trustee, his successors, and the Bank, its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

6.13 Article and Section Headings. The article and section headings in this instrument are inserted for convenience of reference and shall not be considered a part of this instrument or used in its interpretation.

6.14 Execution in Counterparts. This instrument may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation or filing, in any particular counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded or filed may have been omitted.

6.15 Special Filing as Financing Statement. This Mortgage and Deed of Trust shall likewise be a Security Agreement and a Financing Statement. This Mortgage and Deed of Trust shall be filed for record, among other places, in the real estate records of each county in which the oil and gas leases described in Exhibit A hereto, or any part thereof, are situated, and, when filed in such counties shall be effective as a financing statement covering fixtures located on oil and gas properties (and accounts arising therefrom) which are to be financed at the wellhead of the wells located on the real estate described in Exhibit A hereto (and accounts arising therefrom).

6.16 Notices. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the Mortgagor shall be sufficiently

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given when mailed by first-class mail, addressed to the Mortgagor at the address shown below the signatures at the end of this instrument or to such different address as the Mortgagor shall have designated by written notice received by the Bank or the Trustee.

6.17 Provisions Relating to Trust Created. The trust created hereby is irrevocable by the Mortgagor or trustor, and the Trustee hereby accepts the trust in this indenture established.

6.18 Waiver of Statute of Limitations. The right to plead any and all statutes of Limitations as a defense to any and all demands and obligations secured by this instrument is hereby waived to the full extent permissible by law.

IN WITNESS WHEREOF, the Mortgagor has executed or caused to be executed this Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement as of the day, month and year first above written.

MORTGAGOR AND DEBTOR

ATTEST:

DPM, INC.
a Colorado corporation

Secretary

By: Vice President

The address of the Mortgagor is:

102 Inverness Terrace East
Suite 203
Englewood, Colorado 80112-5305

SECURED PARTIES

Van A. Horsley, Trustee

ATTEST:

Secretary

DENVER NATIONAL BANK,
a national banking corporation

By: Van A. Horsley, Senior Vice President

The address of Denver National Bank and the Trustee is:

Post Office Box 5586 - T.A.
Denver, Colorado 80217

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me in the City and County of Denver, State of Colorado, on this 1st day of July, 1984, by PATRICK D. MAHER, as Vice-President of DPM, INC., a Colorado corporation, and by PATRICK D. MAHER, individually.

Witness my hand and official seal.

Notary Public Jacque Purcell
Address Denver National Bank
1125 17th Street
Denver, Colorado 80202

My Commission Expires: March 1, 1987

NOTARY PUBLIC

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STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

BE IT REMEMBERED that I, Jacque Purcell, a Notary Public duly qualified, commissioned sworn and acting in and for the County and State aforesaid, hereby certify that on this 1st day of July, 1984, there appeared before me severally each of the following persons, each being either a Trustee or else the designated officer of the corporation or association set opposite his name, and each such Trustee, corporation and association being a party to the foregoing instrument:

Patrick D. Maher, the Vice President and Lloyd A. Whitley, the Secretary, of DPM, Inc., a Colorado corporation, whose address is 102 Inverness Terrace East, Suite 203, Englewood, Colorado 80112-5305; and

Van A. Horsley the Senior Vice President, and Charles B. Worthington, the _____ Secretary of Denver National Bank, a national banking corporation, whose address is P.O. Box 5586 - T.A., 17th and Lawrence Streets, Denver, Colorado 80217; and

Van A. Horsley, as Trustee, whose address is P. O. Box 5586 - T.A., 17th and Lawrence Streets, Denver, Colorado 80217.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation or association, or himself, as a Trustee, as the case may be.

NOTARY PUBLIC

My commission expires: March 1, 1987

Jacque Purcell
Notary Public
Address:
Denver National Bank
1125 17th Street
Denver, Colorado 80202

DPM

EXHIBIT A

Chenango Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description Insofar as and Only Insofar as:)
Esposito Federal 40-20	BPO .0216 APO .01296	BPO .016524 APO .010435	7/1/76	-	-	USA W-77883	Freda Esposito	T28N-R111W, 6th P.M. Sec. 20: SE/4 Sublette County, WY

DPM

Brisben Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Esposito Federal 40-32	BPO .02160 APO .01296	BPO .016634 APO .010435	7/1/76	-	-	USA W-77883	Freda Esposito	T28N-R111W, 6th P.M. Sec. 32: SE/4 Sublette County, WY

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DPM

Bainbridge Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Esposito Federal 40-29	BPO .0216 APO .01296	BPO .016524 APO .010435	7/1/85	-	-	USA W-77883	Freda Esposito	T28N-R111W, 6th P.M. Sec. 29: SE/4 Sublette County, WY

3/3

DPM

Condor Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Energetics Federal 30-33	BPO .0216 APO .02396	BPO .0167707 APO .0104350	1/1/76	-	-	USA W-53094	Owen P. Miles, Jr.	T27N-R111W, 6th P.M. Sec. 33: Lots 1,2, NE/4 SW/4 Sublette County, WY
			4/1/76	64	328	USA W-54137	Melvin Meester	T27N-R111W, 6th P.M. Sec 33: NW/4 SW/4 Sublette County, WY
Energetics Federal 40-33	BPO .01296 APO .01296	BPO .010435 BPO .010435	1/1/76	-	-	USA W-53094	Owen P. Miles, Jr.	T27N-R111W, 6th P.M. Sec. 33: Lots 3, [illegible], N/2 SE/4 Sublette County, WY

DPM

Ontario Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Hanson Federal 20-1	BPO .0216 APO .0108	BPO .016524 APO .008695	4/1/79	-	-	USA W-67178	Phyllis Hanson	T27N-R112W, 6th P.M. Sec. 1: Lots 1,2, S/2 NE/4 Sublette County, WY
Walstrom Federal 30-1	BPO .0216 APO .0108	BPO .016848 APO .008935	10/1/78	57	79	USA W-64985	L. A. Walstrom, Jr.	T27N-R112W, 6th P.M. Sec. 1: SW/4 Sublette County, WY

DPM

Sublette Cutoff Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Hanson Federal 10-17	BPO .0265 APO .0265	BPO .02125 APO .02125	10/1/81	729	1956	USA W-72845	Larry L. Hanson	T26N-R111W, 6th P.M. Sec. 17: NW/4 Sublette County, WY

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DPM

Crane Prospect, County of Sublette, State of Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description (Insofar as and Only Insofar as:)
Energetics Federal 10-9	BPO .0216 APO .0108	BPO .016254 APO .008560	1/1/74	-	-	USA W-42781	Arthur N. Rupe	T27N-R111W, 6th P.M. Sec. 9: NW/4 Sublette County, WY

377

RISE Book 13, Page 134

378

2-19-86

Corrective Mortgage

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harold L. Brause, a single man

herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Twenty One Thousand and No/100---------- Dollars ($21,000.00), with interest as evidenced by a promissory note dated July 5, 1984, herewith to the order of

First Wyoming Bank N.A. - Big Piney
440 Budd Avenue
Big Piney, WY 83113

, hereinafter designated Mortgagee, principal and interest payable in One (1) installments of $ 21,000.00 each on the day of each month, beginning on the day of [illegible] shall be due with the installment on October 3, 1984 hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 1, 2, 3, and 4, Block 51, Marbleton Townsite, Sublette County, Wyoming.

This mortgage is given to secure the borrowings of A&B Signs Inc. as evidenced by that certain promissory note of even date and like amount and payable to First Wyoming Bank, N.A. - Big Piney, including all renewals and extentions thereof.

Mortgagor expressly covenants that its obligation to the Morgagee shall not be assumed by any other party and that Mortgagor shall remain the sole obligor until said obligation if fully paid.

This is a corrective mortgage correcting mortage filed in Book 42

page 191.on the 12th day of July, 1984.

202802

RECORDED August 13 1984 4:00 PM
IN BOOK 42 Mtg PAGE 378
FEES $ 8.00 Lou J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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:

[redacted] [redacted] [redacted]

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 wife of the said 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) has hereunto set hishand(s) this 5th day of July , 19 84

In the presence of—

X Harold L. Brause
Harold L. Brause

THE STATE OF WYOMING
COUNTY OF Sublette } ss:

On this 5th day of July 19 84 , before me personally appeared Harold L. Brause to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notary seal, this 5th day of July , A. D. 19 84

(Seal)

My commission expires

Notary Public.

MGIC Mortg[redacted]eting Corporation
a subsidiary of MGIC Investment Corporation
P.O. Box 488, Milwaukee, Wisconsin 53201

[redacted]

MGIC

Assumption Agreement

THIS AGREEMENT, made and entered into in triplicate this 8th day of August, 19 84, by and between MGIC Mortgage Marketing Corporation, Party of the First Part, and Brent and Nancy K. Walker, Party of the Second Part, and W. DeLon and Sherry Sue Potter, Party of the Third Part:

WITNESSETH THAT:

WHEREAS, Party of the Second Part has heretofore executed and delivered for valuable considerations, a Promissory Note in the sum of SIXTY FOUR THOUSAND ONE HUNDRED DOLLARS AND NO/100 Dollars ($ 64,100.00), dated July 22, 19 83, subsequently assigned to Party of the First Part, secured by a Mortgage, dated July 22, 19 83, recorded in Book 40 Mtg. Page 156, Official Records of Sublette County, Pinedale, Wyoming; and

NOW, THEREFORE, Party of the Third Part assumes and agrees to pay the Note and to perform the covenants and obligations of said Mortgage securing said Note, and in consideration for such assumption and agreement, Party of the First Part waives and relinquishes its right under the Mortgage to declare all sums secured by the Mortgage to be immediately due and payable by reason of the sale and transfer by Party of the Second Part to Party of the Third Part, it being understood and agreed that this waiver and relinquishment applies only to said sale and not to any future sales or transfers.

IT IS FURTHER UNDERSTOOD AND AGREED that Party of the Second Part is released of any liability in and under the above-described Note and Mortgage, as amended hereby.

IT IS FURTHER AGREED that in consideration of the premises:

1. The Party of the Second Part is in compliance with all of the covenants, conditions, and obligations contained in said Note and Mortgage.

2. The Party of the First Part and the Party of the Third Part hereby agree that the unpaid principal balance as of the date hereof on the said Note is SIXTY THREE THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND 08/100 Dollars ($ 63,819.08).

ALL PARTIES TO THIS AGREEMENT specifically undertake and agree that nothing in this Agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of said Note or Mortgage, or of the property involved in the Mortgage, from the effect thereof, nor to impair the right of sale provided for under the terms of the Mortgage or other remedy provided by law for the foreclosure of mortgages by action or otherwise.

It is understood and agreed that all terms and/or conditions of the above mentioned Note and Mortgage, including modifications thereof, if any, shall remain in full force and effect without change, except as hereinabove otherwise specifically provided.

IT IS UNDERSTOOD AND AGREED that the Party of the Third Part hereby acknowledges that the owner of the Note, or it's Assignee, herein assumed, has the right to call the Note due and payable if the Party of the Third Part sells, assigns, or transfers all or any part of the Property or an interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

202832

RECORDED August 15 1984 4:00 PM
IN BOOK 42 Mtg PAGE 381
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thune

Party of the First Part

MGIC Mortgage Marketing Corporation

By: E. M. Omick

E.M.Omick, Ass't Vice President

Party of the Second Part:

Brent Walker

Nancy K. Walker

Party of the Third Part:

W. DeLon Potter

Sherry S. Potter

State of Wisconsin)
) ss.
County of Milwaukee)

The foregoing instrument was acknowledged before me this 8th day of August, 19 84, by E.M.Omick, Ass't Vice President of MGIC Mortgage Marketing Corporation.

Rosemary Shimeck
Notary Public in and for Milwaukee County, Wisconsin.
My commission expires: 10-18-87

State of WYOMING)
) ss.
County SUBLETTE)

The foregoing instrument was acknowledged before me this 15th day of August, 19 84, by Brent Walker and Nancy K. Walker

Edwin R. Adams
Notary Public in and for County of Sublette, State of Wyoming
My Commission Expires: July 28, 1988

Edwin R. Adams
Notary Public

My commission expires: 7/28/88

State of Wyoming)
) ss.
County Sublette)

The foregoing instrument was acknowledged before me this 15th day of August, 19 84, by W. DeLon Potter and Sherry S. Potter

Edwin R. Adams
Notary Public in and for County of Sublette, State of Wyoming
My Commission Expires: July 28, 1988

Edwin R. Adams
Notary Public

My commission expires: 7/28/88

[redacted] 202835

RECORDED [redacted] August 15 1984 4:55 [redacted]
IN BOOK 42 Mtg PAGE 383
FEES $6.00 Lois J Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

SUBORDINATE MORTGAGE

THIS MORTGAGE made this 15th day of August, 1984, by and between W. DeLon Potter and Sherry Sue Potter, husband and wife, of the County of Sublette, State of Wyoming, as Mortgagor, and Brent Walker and Nancy K. Walker, husband and wife, of the County of Park, State of Wyoming, as Mortgagee:

WITNESSETH, that the Mortgagor, to secure the payment of a Promissory Note in the sum of $2,916.30 due and payable on or before July 1, 1985, all as clearly stated in the aforesaid Promissory Note executed by the Mortgagor and payable to the Mortgagee, does hereby mortgage the following described real estate situated in Sublette County, State of Wyoming, to-wit:

> Lot Fifteen (15), Block One (1), Redstone Fourth 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.

The Mortgagor agrees to pay all taxes and assessments on said premises and to keep any buildings thereon insured in a sum which is equal to the replacement value thereof during the life of this mortgage; and in case Mortgagor does not, the Mortgagee may insure said building or buildings and pay said taxes and all amounts so paid shall be added to and considered as part of the above indebtedness hereby secured. If Mortgagors fail to pay said note when due, the same shall incur interest at the rate of 18% per annum, and the Mortgagee may proceed, pursuant to law, to foreclose on said property and in case of foreclosure, the Mortgagor hereby agrees to pay all costs of the same, including reasonable attorneys' fees.

This mortgage is subject and subordinate to a mortgage dated the 22nd day of July, 1983, recorded against the hereinbefore described real estate on July 22, 1983, said mortgage reflecting the name of Brent Walker and Nancy K. Walker, husband and wife, as Mortgagor, and Wyoming National Bank of Casper as Mortgagee, said

Rlse Book 12 Page 735 383

mortgage being recorded to secure the payment of the principal sum of $64,100.00 with interest as evidenced by a Promissory Note of even date to the order of the Mortgagee, said principal sum and interest being payable in monthly installments of $670.00, commencing on the 1st day of the month thereafter until said note is paid in full.

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

Dated this 15th day of August, 1984.

W. DeLon Potter

Sherry Sue Potter

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by W. DeLon Potter and Sherry Sue Potter this 15th day of August, 1984.

Witness my hand and offical seal.

Edwin R. Adams
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires
July 28, 1988

Notary Public

My Commission Expires: 7/28/88

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HARVEY STONE, an unremarried widower,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Ninety-Five Thousand Three Hundred and NO/100 ($95,300.00) —— Dollars, due 12-1-84 with interest from 12-1-83 at the rate of sixteen(16%) per cent per annum, payable 12-1-84 evidenced by One (1) promissory note, ~~of even date herewith~~, dated 12-1-83; this mortgage is granted as additional security for said note,

do^es hereby mortgage to FIRST NATIONAL BANK OF PINEDALE

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

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

TOWNSHIP 35 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING.

Section 26: SE¼NE¼.

TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use and to prior mineral reservations of record.

202851

RECORDED August 16 1984 3:35 PM
IN BOOK 42 Mtg PAGE 385
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

The mortgagor agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 16th day of August A. D. 19 84.

In the presence of

HARVEY STONE

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by HARVEY STONE,

_____, _____,

this 16th day of August, 1984.

Witness my hand and official seal.

Diane E. Neal
County of Sublette
Notary Public
State of Wyoming
My Commission Expires June 17, 1986

My Commission Expires: 6/17/86.

Diane E. Neal
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, $ ...

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOSEPH L. OLDFIELD and KAREN L. OLDFIELD, husband and wife, and EARL L. OLDFIELD and LENORA E. OLDFIELD, husband and wife, as joint tenants with full right of survivorship and not as tenants in common,

mortgagor S, of Sweetwater County, State of Wyoming, to secure the payment of Thirty-Four Thousand and N0/100 ($34,000.00) ——— Dollars, due 8-15-99 with interest from 8-13-84 at the rate of sixteen(16%) per cent per annum, payable monthly evidenced by One (1) promissory note, of even date herewith, payable in 180 equal monthly payments of $499.36 which include interest at the rate of 16% per annum; first said payment due 9-15-84 and on the 15th day of each month thereafter until paid in full, do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

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

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

Lot Numbered One (1), Block Numbered Four (4), of the K & M Addition to the Town of Pinedale, Sublette County, Wyoming, as said lot is laid down and described on the official plat of said addition, duly recorded on page 480 in Book 34 of Miscellaneous, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming;
TOGETHER WITH all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and to prior mineral and mining reservations of record.

202943

RECORDED August 21 1984 8:09 M
IN BOOK 42 Mtg PAGE 387
FEES $6.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McSween

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

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

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

Dated this 13th day of August A. D. 1984.

Joseph L. Oldfield
JOSEPH L. OLDFIELD

Earl L. Oldfield
EARL L. OLDFIELD

Karen L. Oldfield
KAREN L. OLDFIELD

Lenora E. Oldfield
LENORA E. OLDFIELD

Mtg Rlse Book 12 Page 550

State of WYOMING
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Joseph L. Oldfield and Karen L. Oldfield and Earl L. Oldfield and Lenora E. Oldfield,

this 13 day of August, 1984.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: June 4, 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, $.....

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Garry L. Eiden and Kathryn G. Eiden, husband and wife herein designated as Mortgagor, of Big Piney, Wyoming, County of Sublette, State of Wyoming, to secure the payment of the principal sum of ----Fifty four thousand four hundred dollars and no/100--- Dollars ($ 54,400.00), with interest as evidenced by a promissory note dated August 21, 1984 herewith to the order of

First Wyoming Bank N.A., Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

, hereinafter designated Mortgagee, principal and interest payable in 120 installments of $ 962.76 each on the 21st day of each month, beginning on the 21st day of September , 19 84 , each installment to be applied first to interest, and the balance to be applied to principal, any balance of principal or interest remaining unpaid shall be due with the last installment on August 21, 1994 hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

Lots 19, 20, 21, 22, 23 and 24, Block 12, Marbleton Townsite, Sublette County, Wyoming.

202961

RECORDED August 22, 1984 4:20 PM
IN BOOK 42 Mtg PAGE 389
FEES $ 8.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Mortgagor expressly covenants that its obligation to the Morgagee shall not be assumed by any other party and that Mortgagor shall remain the sole obligor until said obligation is fully paid.

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 wife of the said 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 hereunto set hand(s) this day of , 19 .

In the presence of—

Garry L Eiden

x Kathryn G. Eiden

THE STATE OF WYOMING
COUNTY OF Sublette } ss:

On this 22nd day of August 19 84, before me personally appeared Garry L. Eiden and Kathryn G. Eiden to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal, this 22nd day of August , A. D. 19 84

(Seal)

My commission expires March 17, 1986

Notary Public.

392

Released Bk. 13 Rls. Pg. 559
Release Bk. 13 Rls Pg 574

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Warren E. Sorenson and Betty Jo Sorenson
Husband and Wife
herein designated as Mortgagor, of Big Piney , County of Sublette , State of Wyoming , to secure the payment of the principal sum of Fifteen thousand and no/100---------- Dollars ($ 15,000.00) with interest as evidenced by a promissory note dated August 2, 1984 herewith to the order of

First Wyoming Bank, N.A.-Big Piney
440 Budd Avenue
Big Piney, Wy 83113

, hereinafter designated Mortgagee, principal and interest payable in 84 installments of $ 308.52 each on the 16th day of each month, beginning on the 16th day of August , 19 84 , 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 84th installment on July 16, 1991
hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 4 and 5, Green River Subdivision, Sublette County, Wyoming.

Mortgagor expressly covenants that its obligation to the Mortgagee shall not be assumed by any other party and that Mortgagor shall remain the sole obligor until said obligation is fully paid.

202984

RECORDED August 24 19 84 11:00 A.M.
IN BOOK 42 Misc PAGE 392
FEES $0.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
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:

[redacted] [redacted] [redacted]

REL-061 (1-76)

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 Betty Jo Sorenson wife of the said Warren E. Sorenson 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 their hand(s) this 2nd day of August , 1984.

In the presence of—

x Warren E. Sorensen

Betty Jo Sorensen
B & H J/O Sorenson

THE STATE OF WYOMING
} ss:
COUNTY OF Sublette

On this 2nd day of August 1984, before me personally appeared Warren E. SOrenson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that Betty JO Sorenson 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.

Given under my hand and notary seal, this 2nd day of August , A. D. 1984

(Seal)

My commission expires 9/1/85

Notary Public.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Richard Gordon and Rose marie Gordon husband and wife herein designated as Mortgagor, of Big Piney, Wyoming, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Five thousand three hundred sixty seven and 69/100---- Dollars ($5,367.69), with interest as evidenced by a promissory note dated August 14, 1984 herewith to the order of

FIRST WYOMING BANK, N.A.-BIG PINEY .

, hereinafter designated Mortgagee, principal and interest payable in 36 installments of $ 192.71 each on the 14th day of each month, beginning on the 14th day of September, 19 84, each installment to be applied first to interest, and the balance to be applied to principal, any balance of principal or interest remaining unpaid shall be due with the last installment on
hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

Lots 23 and 24, Block 23, Marbleton Townsite, Sublette County Wyoming

Mortgagor expressly covenants that its obligation to the Morgagee shall not be assumed by any other party and that Mortgagor shall remain the sole obligor until said obligation is fully paid.

202985

RECORDED August 24 19 84 at 4:10 P.M.
IN BOOK 42 Mtg. PAGE 395
FEES 8.00 Lavon Laughlin COUNTY CLERK
SUBLETTE COUNTY CLERK
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:

RECORDED
INDEXED
COMPARED

Released BK. 14 Rel. pg. 61

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 wife of the said 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 hereunto set hand(s) this 14th day of August , 1984.

In the presence of—

Richard Gordon
Richard Gordon

Rose Marie Gordon
Rose Marie Gordon

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 14th day of August 19 84, before me personally appeared Richard Gordon and Rose Marie Gordon 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 notary seal, this 14th day of August , A. D. 19 84

(Seal)

My commission expires 9/1/85

Notary Public.

398

Rlsd. Bk 18 pg 454 5/6/97

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GERALD R. MASON and EMMA LOU MASON, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of One hundred sixteen thousand, six hundred dollars ($116,600.00) Dollars, due in accordance with various notes with interest from at the rate of per cent per annum, payable annually evidenced by various promissory note S, of even date herewith,

GERALD R. MASON and EMMA LOU MASON, husband and wife,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P.O. Box 591, Pinedale, Wyoming 82941

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

Lots 28 and 29 of the Cooley Third Addition to the Town of Pinedale, TOGETHER WITH all improvements appurtenant thereto.

203003

RECORDED August 24 1984 1:00 PM
IN BOOK 42 Mtg PAGE 398
FEES $6.00 Lavon J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stevens

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

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

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

Dated this day of August A. D. 19 84.

In the presence of

Gerald R. Mason

Emma Lou Mason
Emma Lou Mason

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Gerald R. Mason
Emma Lou Mason

this 7th day of August, 19 84.

Witness my hand and official seal.

J. Elaine Hout
Signature

Notary Public
Title of Officer

My Commission Expires: My Commission expires January 5, 1988

J. ELAINE HOUT NOTARY PUBLIC

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

400 Misc Rec 12 pg 507

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141308

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KAROLE T. COATS

mortgagor, of Pinedale; Sublette County, State of Wyoming, to secure the payment of Eighteen Thousand Five Hundred and no/100-------- Dollars, due 10/20/98 with interest from 10/20/83 at the rate of 16 per cent per annum, payable monthly ~~annually~~ evidenced by One promissory note, of even date herewith, payable in 180 equal monthly payments of $271.72 including interest at the rate of 16% beginning 11/20/83 and monthly until paid in full. does hereby mortgage to FIRST NATIONAL BANK OF PIENDALE 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:

A tract of land embraced within Lot One(1), Section Four (4) Township 33, North, Range 109 West, of the 6th PM., Sublette County, Wyoming and described as follows:

BEGINNING on a point 50 feet South of the Southwest corner of Block 11 in Patterson's First Addition to the Town of Pinedale, Wyoming, and running thence East 110 feet;
thence South 239.98 feet;
thence West 110 feet;
thence North 239.98 feet to the point of beginning.
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights-of way of record or in use; and prior mineral reservations of record.

203029

RECORDED Aug 27 1984 2:00 P M
IN BOOK 42 Misc PAGE 400
FEES 6.00 Lenny York COUNTY CLERK
SUBLETTE COUNTY CLERK
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 insurable 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 13th day of October A. D. 19 83.

In the presence of

Karole T. Coats
Karole T. Coats

State of ARIZONA
County of MARICOPA } ss.

The foregoing instrument was acknowledged before me by

KAROLE T. COATS,

this 22 day of August, 19 84.

Witness my hand and official seal.

Rhonda L Hunter
Signature

NOTARY PUBLIC

Title of Officer

My Commission Expires: My Commission Expires May 31, 1988

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By

Deputy Clerk

No. Fees, $

mtg. Rlse B 13, P. 293

402

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM W. CRAMER, a single man,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Fifteen Thousand and N0/100 ($15,000.00) Dollars, due 8-15-90 with interest from 8-15-84 at the rate of sixteen (16%) per cent per annum, payable monthly evidenced by One (1) promissory note, of even date herewith, payable in 72 equal monthly payments of $325.38 which include interest at the rate of 16% per annum; first said payment due 9-15-84 and on the 15th day of each month thereafter until paid in full, do es hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

TOWNSHIP 36 NORTH, RANGE 114 WEST, 6TH P.M., SUBLETTE COUNTY, WYOMING.

Section 16: SW¼NW¼NE¼.

TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO: reservations and restrictions contained in United States patents or of record and to rights of way of record or in use, easements of record or in use; and to prior mineral reservations of record.

203030

RECORDED Aug 27 1984 2:00 P M
IN BOOK 42 Mtg PAGE 402
FEES 6.00 Carol Yahn COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

The mortgagor agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 21 day of August A. D. 19 84.

In the presence of

William W. Cramer
WILLIAM W. CRAMER

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by William W. Cramer,

, ,

this 21st day of August, 19 84.

Witness my hand and official seal.

Signature

Notary Public

Title of Officer

My Commission Expires: June 4 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, $

404 RLse. BK 14 @ Pg. 442

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by Renee F. Skiver

residing in Sublette County, Wyoming, whose post office address is Box 425, 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*
August 29, 1984	$50,000.00	11 7/8%	September 28, 2017

(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

203077 Lot 3 and 4, Block 53, Marbleton Townsite as the same appears of record on the map or plat thereof filed in the Office of County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming.

RECORDED August 30 1984 11:04 AM
IN BOOK 42 Mtg PAGE 404
FEES 10.00 Lois Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Devine

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 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 29th day of August, 19 84.

Renee J. Skinner

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Teton } ss:

The foregoing instrument was acknowledged before me by Renee J Skinner

_____, _____,

_____, this 29th day of

August, 19 84.

Witness my hand and official seal.

NOTARY PUBLIC TETON COUNTY, WYOMING

(SEAL)

Susie Lutz
Notary Public

My commission expires: 6-2-87

GPO 836-892

407

RLSE Book 13, Page 131
2-14-86

405

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DARRELL G. SNYDER, a/k/a BARNEY G. SNYDER and CHRISTY A. SNYDER, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Five Thousand Six Hundred and N0/100 ($5,600.00) ——— Dollars, due 8-10-89 with interest from 8-10-84 at the rate of sixteen per cent per annum, payable monthly ~~xxxxxx~~ evidenced by One (1) promissory note, of even date herewith, payable in 60 equal monthly payments of $136.20 which include interest at the rate of 16% per annum; first said payment due 9-10-84 and on the 10th day of each month thereafter until paid in full, do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE P.O. BOX 519 Pinedale, Wyoming 82941 mortgagee, whose address is

RECORDED August 30 1984 3:30 PM
IN BOOK 42 PAGE 405
FEES $6.00 Phyllis Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Rosemary Magagna Deputy

203093

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

Lot Two (2) of Highland View Estates, a subdivision, Sublette County, Wyoming, as the same appears on the plat and map thereof on file and of record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining; water and water rights, ditch and ditch rights, reservoir and reservoir rights, situate thereon or appurtenant thereto;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; prior mineral reservaitons of record; and
SUBJECT TO: Restrictions Governing Highland View Estates First Filing recorded 12/3/73 in Book 29 of Miscellaneous, page 309 .

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

This Mortgage is secondary to and in addition to that certain mortgage recorded in the office of the Sublette County Clerk at Book 32 of Mortgages, page 201, concerning the same real property.

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

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

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

Dated this 10th day of August A. D. 19 84

In the presence of

Darrell G. Snyder
DARRELL G. SNYDER a/k/a
BARNEY G. SNYDER

Christy A. Snyder
CHRISTY A. SNYDER

State of WYOMING)
) ss.
County of SUBLETTE)

The foregoing instrument was acknowledged before me by Darrell G. Snyder a/k/a Barney G. Snyder and Christy A. Snyder,

this 10th day of August, 1984.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

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, $

410 Released Bk. 15 Rel. of Pg. 364

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GLENN L. BIRTWISTLE and SUE BIRTWISTLE, husband and wife,

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Twelve Thousand and No/100 ($12,000.00) Dollars, due 9-05-94 with interest from 8-27-84 at the rate of sixteen (16%) per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 120 equal monthly payments of $201.02; first said payment due 10-05-84, and on the 5th day of each month thereafter; said payments include interest at the rate of 16% per annum; 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:

A TRACT OF LAND LOCATED IN THE NE¼ OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 110 WEST, 6th P.M., SUBLETTE COUNTY, WYOMING, described as follows:

Beginning at a point on the East line of said Section 36, which is S.01°06'W., 1361.72 feet from the Northeast Corner of said Section 36; thence S.82°47'57"W., 374.40 feet and S.81°28'48"W., 31.68 feet to the point of beginning; thence, S.81°28'48"W., a distance of 312.83 feet; thence, N.14°00'19"W., 208.00 feet; thence, N.66°00'12"E., 458.56 feet; thence, S.31°08'15"W., 103.00 feet; thence, S.13°10'20"W., 187.33 feet; thence, S.27°13'30"E., 80.30 feet to the point of beginning.
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights ofway of record or in use; and prior mineral reservations of record.

RECORDED Aug 31 1984 at 3:20 P.M.
IN BOOK 42 PAGE 410
FEES $12.00 Cindy Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

20394

The mortgagor s agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than reasonable 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 30 day of August A. D. 19 84.

In the presence of

/s/ Glenn L. Birtwistle
GLENN L. BIRTWISTLE

/s/ Sue Birtwistle
SUE BIRTWISTLE

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by GLENN L. BIRTWISTLE and SUE BIRTWISTLE, this 30 day of August, 19 84.

Witness my hand and official seal.

Jan W. Taylor
Signature

Notary Public
Title of Officer

My Commission Expires: 1/5/87

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, $

417 Released BK. 15 Rel. @ 19 338

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Donald R. Lamb and Orla V. Lamb, husband and wife herein designated as Mortgagor, of Sublette, State of Wyoming, County of , to secure the payment of the principal sum of FIFTY SEVEN THOUSAND, EIGHTEEN AND NO/100---------- Dollars ($57,018.00), with interest as evidenced by a promissory note dated August 29, 1984 herewith to the order of .

AMERICAN NATIONAL BANK LARAMIE

FULL AT MATURITY , hereinafter designated Mortgagee, principal and interest payable in [illegible] any balance of principal or interest remaining unpaid shall be due with the final installment on March 1, 1985 hereby mortgages to said Mortgagee, the following-described real estate situated in County, State of Wyoming, to wit:

Lot, parcel and tract number three (3) of Boulder Lake Country Estates, First Filing, a townsite addition to Sublette County, Wyoming, as depicted and described on the plat thereof which was recorded on July 10, 1972, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, in Book 28 of Miscellaneous Records at Page 239, and which addition is platted over portions of Sections three (3) and ten (10) in Township 33 North, Range 107 West of the 6th P.M., said County and State; TOGETHER with all improvements thereon, and easements, appurtenances, incidents and rights belonging and appertaining thereto and used in connection therewith; SUBJECT, however, to all reservations, restrictions and covenants of record, including those contained in the Declaration of Protective Covenants recorded in said office on July 10, 1972, in Book 28 of Miscellaneous Records, at page 236.

293102

RECORDED August 30 1984 3:30 PM
IN BOOK 42 Mtg PAGE 412
FEES $8.00 Lavina York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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 be responsible for and will pay all ground rents, taxes, assessments, water rents and other governmental or other lawful charges, and will pay same in the following manner:

[redacted] [redacted] [redacted]

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:

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

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

(I) ground rents, taxes, assessments, fire and other insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

The Mortgagee shall hold such sums without interest and use the same to pay the premiums, ground rents, taxes, and assessments, refunding any excess to the Mortgagors or crediting the Mortgagors with the same; but if the amounts paid monthly shall be insufficient to pay the premiums, ground rents, taxes and assessments when due, then the Mortgagors shall pay the deficiency to the Mortgagee on demand. Mortgagee reserves the right to apply all sums as provided for in this paragraph to payment of any amount due and otherwise unpaid on the Mortgage note and this Mortgage. Mortgagee has the option to waive the requirement of paying sums in addition to the monthly installments of principal and interest payable under the terms of the note secured hereby such as are provided for in this paragraph, but the granting of this option howsoever often shall not constitute a waiver of the right to the enforcement of the requirements of this paragraph upon notice to the Mortgagor.

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. It is further agreed that this mortgage shall become due and payable in full forthwith at the option of the mortgagee if the mortgagor, his executors, administrators or assigns convey away said premises or if title thereto shall become vested in any person or persons in any manner whatsoever, and the acceptance of any monthly payments by the mortgagee shall not constitute a waiver of the option herein contained.

8. 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

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 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.

9. 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.

10. 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.

11. 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 Orla V. Lamb wife of the said Donald R. Lamb 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 their hand(s) this 28th day of August , 1984 .

In the presence of—

Jodi E. Sprague

x Donald R. Lamb
Donald R. Lamb

x Orla V. Lamb
Orla V. Lamb

THE STATE OF WYOMING
COUNTY OF Albany } ss:

On this 28th day of August 19 84, before me personally appeared Donald R. Lamb and Orla V. Lamb to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, this 28th day of August , A. D. 19 84 .

Notary Public
County of Albany (Seal)
State of Wyoming
My Commission Expires: Mar. 23, 1986

[redacted]

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

RECORDED [redacted] 1984 2:44 PM
IN BOOK 42 Mtg PAGE 415
FEES 8.00 Lavon Hyde COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Lewis

[redacted]

WYOMING

MASTER FORM MORTGAGE

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

KNOW ALL MEN BY THESE PRESENTS, That on this 22nd day of August ,

19 84 , Sander A. Busselle, a single person who,

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

11 Bill Budd Road, Big Piney, WY 83113

hereby MORTGAGES

to MORTGAGEE, namely: First Security Bank of Rock Springs

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

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit: That part of Lot 3 of Friendly Creek Subdivision of record in the ffice of the Clerk of Sublette County in Book 40 of Miscellaneous Records on page 578, being part of e SW¼SE¼ of Section 3, T30N, R112W, Sublette County, Wyoming, described as follows: Beginning at e southeast corner of said Lot 3; thence N87°-57.6'W, 252.84 feet along the south line of said lot thence N00°-49.2'W, 345.00 feet parallel to the east line of said Lot 3; thence S87°-57.6'E, 2.84 feet to an intersection with the said east line of Lot 3; thence S00°-49.2'E, 284.92 feet ong said east line to the north right-of-way line of Bill Budd Road; thence continuing S00°-49.2'E, .08 feet to the CORNER OF BEGINNING;Encompassing an area of 2.00 acres, more or less 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 one thousand six hundred dollars and 00/100** DOLLARS

($ 61,600.00) with interest at the rate of ten and one eighth per centum (10.125 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of five hundred sixty five dollars and 25/100** DOLLARS

($ 565.25), commencing on the 1st day of October , 19 84 , 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 ,

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

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

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

See Rider (1) which is attached hereto and incorporated by this reference.

Released Bk 14 pg 375
415 assigned Bk 42 pg 418

IN WITNESS WHEREOF, the Mortgagor(s) has hereunto set his hand(s) the day and year first above-written.

Sander A. Busselle
Mortgagor

Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 22nd day of August, 19 84, before me personally appeared Sander A. Busselle, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

KATHLEEN E. WILLIAMS NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Kathleen E. Williams
Notary Public

My commission expires on the 20 day of September, 1986.

WYOMING COMMUNITY DEVELOPMENT AUTHORITY
UNIFORM MORTGAGE RIDER

As long as this mortgage is held by Wyoming Community Development Authority, Casper, Wyoming, the Lender may declare all sums secured by this mortgage to be immediately due and payable if:

(a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 103A(d) and (j)(2) of the Internal Revenue Code; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, except for targeted area residences, all as provided in Section 103A(e) and (j)(2) of the Internal Revenue Code (except that the language, "100 percent", shall be substitued for "90 percent or more" where the latter appears in Section 103A (a); or

(iii) at an acquisition cost which is greater than 110 percent (110%) of the average area purchase price (greater than 120 percent (120%) for targeted area residences), all as provided in Section 103A (f) and (j)(2) of the Internal Revenue Code; or

(iv) who has an income in excess of that established by the Wyoming Community Development Authority under its applicable regulations or program guidelines in effect on the date of the sale; or

(b) Borrower fails to occupy the property described in the mortgage without Lender's prior written consent; or

(c) Borrower omits or misrepresents a material fact in an application for this mortgage.

References are to the Internal Revenue Code in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

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 22nd day of August, 1984.

Sander A. Busselle
Signature

Signature

Sander A. Busselle
Printed

Printed

MPP FORM # 209A
3/83

418

ASSIGNMENT OF MORTGAGE

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

Sander A. Busselle, a single person

and appears recorded in book 42 of mortgages, beginning on page 415 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

"ALL LANDS DESCRIBED IN SAID MORTGAGE."

203114

RECORDED August 31 1984 2:00 PM
IN BOOK 42 Mtg PAGE 418
FEES $4.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

together with the note or notes secured thereby, to the

Wyoming Community Development Authority

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

Dated this 27 day of August, 19 84.

By
Vice-President

Attest:
Title ~~Assistant~~ Vice-President

STATE OF WYOMING
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by Paul F. Rheaume

this 27 day of August, 19 84

Witness my hand and official seal.

My Commission expires: 8/8/87

Donna M. Ngai
Notary Public — Title of Officer

3/80

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DAVID L. SMITH and NANCY C. SMITH, husband and wife,

mortgagor s, of Sacramento County, State of California, to secure the payment of Twenty-two Thousand Five Hundred and no/100 ($22,500.00) Dollars, due August 30, 1994 with interest from August 30, 1984 at the rate of 16% per cent per annum, payable 120 equal monthly payments ~~annually~~ evidenced by one promissory note, of even date herewith, DAVID L. SMITH and NANCY C. SMITH, 5305 Excelsior Rd., Sacramento, California 95827 do hereby mortgage to THE FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot B-1, Boulder Lake Country Estates, Unit B, Fourth Filing

~~203122~~
205122

RECORDED September 4 1984 4:00 PM
IN BOOK 43 Mtg PAGE 419
FEES $6.00 Lana Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M'Clure

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 30th day of August A. D. 19 84.

In the presence of

David L. Smith
DAVID L. SMITH

Nancy C. Smith
NANCY C. SMITH

Released FEB 16 1988

420

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by David L. Smith and Nancy C. Smith,

this 30th day of August, 19 84.

Witness my hand and official seal.

Edwin R. Adams
Signature
Notary Public
Title of Officer

My Commission Expires: 7/28/88

Edwin R. Adams
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires:
July 28, 1988

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

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

mortgagor S, of Pinedale, Sublette County, State of Wyoming, to secure the payment of Eighty Thousand and N0/100 ($80,000.00) Dollars, due 12/10/88 with interest from 12/5/83 at the rate of sixteen(16%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 60 equal monthly payments of $1,945.45 at the rate of 16% per annum; first said payment due 1-10-84 and on the 10th day of each month thereafter until paid in full; do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

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

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

PARCEL 1:
Lots Sixteen (16) and Seventeen (17) of the Industrial Site, Sublette County, Wyoming as the same appear on the official plat or map thereof filed in the office of the County Clerk, Sublette County, Wyoming;

and

Lot Twenty-Two (22) of the Pine Creek Subdivision, Sublette County, Wyoming, as the same appears of record on the official map or plat thereof as filed in the Office of the County Clerk , Sublette County, Wyoming;

PARCEL II:
Lot Eighteen (18) of the Industrial Site, Sublette County, Wyoming, as the same appears of record on the official plat or map thereof as filed in the office of the County Clerk, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights-of-way of record or in use; and prior mineral reservations of record.

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 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 December A. D. 19 83.

In the presence of
203136

RECORDED September 4 1984 2:00 P M
IN BOOK 42 Misc PAGE 421
FEES $6.00 Lois Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

Gerald R. Flugel
GERALD R. FLUGEL

Bonnie J. Flugel
BONNIE J. FLUGEL

421 Released BK. 14 Rel. @ pg. 480

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Gerald R. Flugel and Bonnie J. Flugel, this 5th day of December, 1983.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

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, $.....

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Richard L. DeBernardi, Trustee of the Richard DeBernardi Family Trust herein designated as Mortgagor, of Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Fifty Seven Thousand One Hundred Seventy Eight and 31/100------ Dollars ($ 57,178.31), with interest as evidenced by a promissory note dated August 30, 1984 herewith to the order of

THE AMERICAN NATIONAL BANK OF ROCK SPRINGS
P.O. Box 1770, Rock Springs, Wyoming 82901

, hereinafter designated Mortgagee, principal and interest payable in 119 installments of $ 700.00 each on the 15th day of each month, beginning on the 15th day of September, 1984, 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 15, 1994 hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 1, Block 1, K & M Addition to the Town of Pinedale, Sublette County, Wyoming.

203165

RECORDED September 6 1984 8:00 AM
IN BOOK 42 Mtg PAGE 423
FEES $ 8.00 Lavon J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Devine

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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.

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.

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. In case of default in any of the payments stipulated in said note, the undersigned, as further security for this mortgage and the note secured thereby, do hereby assign, set over and convey unto the mortgagee all rents, issues and profits from the above described property.

2. At the option of the Mortgagee, this mortgage shall become due and payable in full in the event of the sale or transfer of the within described property either by deed or contract for deed.

Plat Bk 13 pg 36

3. 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.

4. 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.

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. 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 ten per cent per annum, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

9. That 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 expendid 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.

10. 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 proceed-

[redacted] [redacted] [redacted]

ings 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.

11. 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 quit-claim 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—

Richard L. DeBernardi Trustee

Richard L. DeBernardi Trustee

Richard L. DeBernardi

Sheri L. Trustee

Sheri DeBernardi

STATE OF WYOMING } ss.
COUNTY OF Sublette }

The foregoing instrument was ackowledged before me this 30th day of August, 19 84.
By Richard L. & Sheri DeBernardi
Witness my hand and official seal.

Notary Public.

My Commission Expires: 2/18/87

STATE OF WYOMING } ss.
COUNTY OF }

The foregoing instrument was ackowledged before me this day of , 19

Witness my hand and official seal.

Notary Public

My Commission Expires:

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That RONALD O. REES and KATHRYN K. REES, husband and wife, mortgagors of the Town of Marbleton, County of Sublette, and State of Wyoming, to secure the payment of SIXTEEN THOUSAND DOLLARS ($16,000), with interest from the 4th day of September, 1984, at the rate of TWELVE PER CENT (12%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable TWO HUNDRED FIFTY DOLLARS ($250) on the 15th day of September, 1984, and monthly thereafter until the 15th day of February, 1993, on which said date a final installment of principal sum and interest in amount of ONE HUNDRED FORTY DOLLARS FIFTY-FIVE CENTS ($140.55) shall be made, DO HEREBY MORTGAGE to CLIFFORD SIZEMORE and BETH R. SIZEMORE, husband and wife, and to the survivor thereof, mortgagees, whose mailing address is P. O. Box 241, Paris, Idaho 83261, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot 2, Block 2, Ball First Addition to the Town of Marbleton, Sublette County, Wyoming, as the same appear on the plat and map thereof on file and of record in the office of the County Clerk of Sublette County, Wyoming,
>
> TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto;
>
> BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents;

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN SIXTEEN THOUSAND DOLLARS ($16,000) during the life of this mortgage, in favor of and payable to the

203206

RECORDED September 10 1984 1:20 P M
IN BOOK 43 Mtg PAGE 426
FEES $8.00 Sandra Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McEwen

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 4th day of September, 1984.

Ronald O. Rees
RONALD O. REES

Kathryn K. Rees
KATHRYN K. REES

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by RONALD O. REES and KATHRYN K. REES, husband and wife, this 4th day of September, 1984.

Witness my hand and official seal.

Notary Public

My commission expires:
27 September 1984

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Sept. 27, 1984

CANCELLED

BEAR LAKE COUNTY RECORDER
JOANNE E. BORN
'84 SEP 10 AM 10 23
FEE 6.00

CANCELLED

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ENIS CROFUTT and BARBARA CROFUTT, husband and wife, released Book 11, Page 446.

Box 1024
mortgagor S, of Big Piney, Sublette County, State of Wyoming, to secure the payment of
Sixty Thousand and N0/100 ($60,000.00) Dollars, due 11/1/94
with interest from 10/1/84 at the rate of ten(10%) per cent per annum, payable monthly
evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of $579.03 which include interest at the rate of 10% per annum; first said payment due 11/1/84 and shall be payable on the 1st day of each month thereafter until all 120 payments have been made; at which time the unpaid principal together with interest thereon at the rate of 10% per annum shall be due and payable in full; said payment due 11/1/94; do hereby mortgage to
RICHARD L. BOWER, a single man, and ROSEMARY JOY BOWER, a single woman, as tenants in common,
mortgagee, whose address is 405 West Linden
Caldwell, Idaho 83605
the following described real
estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

THAT PART OF LOT Three (3), CROSS LAZY TWO SUBDIVISION, SUBLETTE COUNTY, WYOMING described as follows:

Beginning at the Southwest corner of said Lot Three (3); thence, S. 87° 29'38"E., along the south line of said Lot Three (3), a distance of 589.83 feet; thence, North 714.87 feet; thence West 589.27 feet to a point on the West line of said Lot Three (3); thence, South along the West line of said Lot 3 a distance of 727.29 feet to the point of beginning.
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restriction contained in United States patents or of record and to easements and rights of way of record or in use; prior mineral reservations of record.
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

In the event of default of the terms of this Mortgage Deed and the associated Promissory Note by Mortgagors and judicial sale of the mortgaged premises resulting therefrom, Mortgagees shall have the exclusive right of possession of, and all income of, the mortgaged premises for the statutory redemption period.

This mortgage is not assumable without the written consent of the Mortgagees. Any attempted assumption without such consent shall result in the unpaid principal and interest becoming immediately due and payable.

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

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

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

Dated this 5th day of September A. D. 1984.

In the presence of

Enis Crofutt
ENIS CROFUTT
Barbara Crofutt
BARBARA CROFUTT

RECORDED Sep 10 1984 3:24 P M
BOOK 42 Misc PAGE 429
Fee $6.00 Zada M Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
Dorothy Fee

203221

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Enis Crofutt and Barbara Crofutt, this 5th day of September, 19 84.

Witness my hand and official seal.

Susan D. Carls
Signature
Notary Public
Title of Officer

My Commission Expires: 9-12-86

MORTGAGE DEED

FROM

TO

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

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

County Clerk and Ex-Officio Register of Deeds

By ..... Deputy Clerk

No. ..... Fees, $.....

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM A. MEYER, a single man,

Box 531, Clear Lake Oaks , 95423
mortgagor, of LAKE County, State of CALIFORNIA, to secure the payment of

Seven Thousand Two Hundred Forty and NO/100 ($7,240.00) Dollars, due 8-20-89

with interest from 8-8-84 at the rate of sixteen (16%) per cent per annum, payable monthly ~~annually~~

evidenced by One (1) promissory note, of even date herewith, payable in 60 equal monthly payments

of $175.71; first said payment due 9-20-84 and on the 20th day of each month thereafter, said

payments include interest at the rate of 16% per annum; do es hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

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

the following described real

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

Lot Forty-Five (45) Boulder Lake Country Estates, Second Filing, Sublette County, Wyoming as the same appears of record on the official map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and prior mineral reservations of record, and
SUBJECT TO: Protective Covenants Governing Boulder Lake Country Estates, Second Filing as filed in the Office of the Sublette County Clerk on 2/5/76 in Book 31 of Miscellaneous, page 418.

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

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

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

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

Dated this 8 day of August A. D. 19 84.

In the presence of

203225

WILLAIM A. MEYER

RECORDED September 11, 1984 8:00 AM
IN BOOK 43 Mtg PAGE 431
FEES $6.00 Lavon Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

STATE OF CALIFORNIA
COUNTY OF LAKE } ss.

On this 4th day of SEPTEMBER, in the year 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM A. MEYER

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal.

D. Gwyn Steffen
Notary Public in and for said State.

OFFICIAL SEAL
D. GWYN STEFFEN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LAKE COUNTY
My Commission Expires February 19, 1987

ACKNOWLEDGMENT—General—Wolcotts Form 233CA -Rev 5-82
©1982 WOLCOTTS, INC

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

[redacted] [redacted] 8

RECORDED September [redacted] 2, 1984 4:00 P.M.
IN BOOK 42 Mtg PAGE 433
FEES $8.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

WYOMING

203270

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 7th day of September ,

19 84 , Fred A. Freeman, Jr. and LuAnne S. Freeman, Husband and Wife who,

whether one person or more, are herein called MORTGAGOR whose address is Lot 3, Monte Vista

Estates, Cora WY 82925 hereby MORTGAGES

to MORTGAGEE, namely: First Security Bank of Rock Springs

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

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

Lot 3, Monte Vista Estates, Sublette County, Wyoming

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

sum of Sixty Thousand Dollars and 00/100*** DOLLARS

($ 60,000.00) with interest at the rate of Ten and one eighth per centum (10.125 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of Five Hundred Fifty Dollars and 56/100*** DOLLARS

($ 550.56), commencing on the 1st day of October , 19 84 , 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 ,

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

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

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

SEE RIDER (1) WHICH IS ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE.

Rlsd. Bk 18 pg 684

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) the day and year first above-written.

Fred A. Freeman, Jr. Mortgagor

LuAnne S. Freeman Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sweetwater)

On this 7th day of September, 19 84, before me personally appeared Fred A. Freeman, Jr. and Luanne S. Freeman, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

My commission expires on the 8 day of August, 19 87

NOTARY PUBLIC
SWEETWATER COUNTY

WYOMING COMMUNITY DEVELOPMENT AUTHORITY
UNIFORM MORTGAGE RIDER

As long as this mortgage is held by Wyoming Community Development Authority, Casper, Wyoming, the Lender may declare all sums secured by this mortgage to be immediately due and payable if:

(a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 103A(d) and (j)(2) of the Internal Revenue Code; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, except for targeted area residences, all as provided in Section 103A(e) and (j)(2) of the Internal Revenue Code (except that the language, "100 percent", shall be substitued for "90 percent or more" where the latter appears in Section 103A (a); or

(iii) at an acquisition cost which is greater than 110 percent (110%) of the average area purchase price (greater than 120 percent (120%) for targeted area residences), all as provided in Section 103A (f) and (j)(2) of the Internal Revenue Code; or

(iv) who has an income in excess of that established by the Wyoming Community Development Authority under its applicable regulations or program guidelines in effect on the date of the sale; or

(b) Borrower fails to occupy the property described in the mortgage without Lender's prior written consent; or

(c) Borrower omits or misrepresents a material fact in an application for this mortgage.

References are to the Internal Revenue Code in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

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 7th day of September, 1984.

Fred A. Freeman, Jr.
Signature
Fred A. Freeman, Jr.

LuAnne S. Freeman
Signature
LuAnne S. Freeman

Printed

Printed

MPP FORM # 209A
3/83

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Rock Springs, a corporation organized and existing under Sweetwater County, Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Fred A. Freeman, Jr. and LuAnne S. Freeman, Husband and Wife

and appears recorded in book 42 of mortgages, beginning on page 433 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 3, MONTE VISTA ESTATES, SUBLETTE COUNTY, WYOMING.

203271

RECORDED September 12 1984 4:00 P.M.
IN BOOK 42 Mtg PAGE 434
FEES $4.00 Lou Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

together with the note or notes secured thereby, to the Wyoming Community Development Authority its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 7 day of September, 1984.

By Paul F. Rheaume
Vice-President

Attest: Virginia Stahla
Title ~~Assistant~~ Vice-President

STATE OF WYOMING }
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by Paul F. Rheaume

this 7th day of September, 19 84

Witness my hand and official seal.

My Commission expires: 8/8/87

Donna M. Ngai
Notary Public — Title of Officer

3/80

MORTGAGE DEED [redacted] FORM NO. 4—A [redacted] THE MILLS COMPANY, SHERIDAN 158955

MORTGAGE

THIS MORTGAGE, made this 27 day of August, 19 84, between

William Robert Tanner and Helen Tanner A/K/A Helen T. Tanner, husband and wife

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

First Security Bank of Rock Springs

Sweetwater

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

The Mortgagor, for and in consideration of the sum of Two Hundred Thousand and NO/100 ----------

($ 200,000.00) 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 1, 2, 3 and 4, block 8, Marbleton Townsite, Sublette County, Wyoming

203273

RECORDED September 12 1984 4:00 PM
IN BOOK 42 Misc PAGE 437
FEES $ 2.00 Laura York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellis

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 Two Hundred Thousand and NO/100 ---------- ($ 200,000.00) Dollars, together with interest thereon at the rate of Fourteen ---------- per cent (14 %) per annum from September 26, 19 83, until paid, according to the conditions of said promissory note ____, dated _____, 19____, the ultimate maturity date of which is On Demand _____, 19____, which promissory note was executed and delivered by

William Robert Tanner and Helen Tanner A/K/A Helen R. Tanner, 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. 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 Two Hundred Thousand and NO/100 ---------- ($ 200,000.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

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

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

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

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

[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.

William Robert Tanner

Helen Tanner A/K/A Helen R. Tanner

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss

On this 7 day of September, 1984, before me personally appeared

William Robert Tanner and Helen Tanner aka 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 homestead.

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

My commission expires: May 11, 1986

Julie Banka

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:

440

MORTGAGE DEED LN040

THIS INDENTURE, made this 14th day of September, 19 84, between Gary L. Bingham and Billie Jo Bingham

hereinafter referred to as mortgagors, and Rocky Mountain Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, hereinafter referred to as mortgagee.

WITNESSETH, that the said mortgagors, for and in consideration of the sum of Two hundred fifty-six thousand and no/100- - - - -$256,000.00)- - - -

[redacted] [redacted] [redacted]

THE STATE OF WYOMING }
COUNTY OF Sublette } ss.

On this 14th day of September, 1984, before me personally appeared Gary L. Bingham and Billie Jo Bingham, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 14th day of SEPTEMBER, 1984.

My commission expires 7/28/84 Edwin R. Adams
Notary Public

Edwin R. Adams
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
July 28, 1988

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.

Given under my hand and notarial seal this..... day of....., 19.....

.....
Notary Public

My commission expires on the.....day of....., 19.....

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

On this.....day of....., 19...., before me personally appeared .....,
to me personally known, who, having been by me first duly sworn, did say: That he is the ..... of .....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 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.

In witness whereof I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

.....
Notary Public

My commission expires on the.....day of....., 19.....

No.....

MORTGAGE DEED

.....

.....

.....

TO

Rocky Mountain Federal Savings and Loan Association

THE STATE OF WYOMING }
COUNTY OF } ss.

This Deed was filed for record at.....o'clock

.....M., on the.....day of.....,

A. D. 19...., and duly recorded in Book.....

on Page.....

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

By.....
Deputy.

Fees.....

ROCKY MOUNTAIN FEDERAL
SAVINGS AND LOAN ASSOCIATION

441

Rlsd Bk 19 Rel pg 727 6-29-99

SECOND
MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GARY LESLIE BINGHAM and BILLIE JO BINGHAM, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of Fifty-Six Thousand Six Hundred Thirty-Two and 05/100 ($56,632.05) Dollars with interest from 9/14/84 to 6/1/85 at the rate of 12% per annum, payable monthly as evidenced by One (1) Promissory Note of even date herewith, payable as follows:

The sum of $56,632.05 payable as follows:

Interest will accrue on said amount at the rate of 12% per annum from 9/14/84 until 6/1/85 in the amount of $4,875.82. Said interest will be added to the above stated principal amount on said date and the resulting $61,507.87 shall bear interest at the rate of 12% per annum thereafter. Said amount shall be payable as follows:

(a) 120 equal monthly payments of $677.26 each, first payment due 7/1/85; said payments include interest at the aforesaid rate.

(b) The entire remaining unpaid principal, together with accrued interest, shall be due and payable on 7/1/95.

do hereby mortgage to JOHN C. FRAZIER, a/k/a JOHN C. FRAZIER III, and LINDA K. FRAZIER, husband and wife, 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 Five (5), Six (6), Seven (7) and Eight (8), Block Twenty (20), of the Hennick Addition to the Town of Pinedale, as recorded on the official map or plat thereof as 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 or of record and to easements and rights of way of record or in use; and,
> SUBJECT TO: prior mineral reservations of record.

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 the insurable amount in 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 they shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

This Mortgage is junior and secondary to the Mortgage held by Rocky Mountain Federal Savings & Loan Association in the amount of $276,000.00.

RECORDED Sept 14 1984 2:00 PM
IN BOOK 42 MTG PAGE 442
FEES $6.00 Carol Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
203304

In the event that this mortgage shall be declared in default through a judicial proceeding and be sold at a sheriff's sale as a result thereof, the purchasers at said sale shall be entitled to the appointment of a receiver with the power to manage and control said real property.

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

DATED this 14th day of September, 1984.

Gary Leslie Bingham
GARY LESLIE BINGHAM

Billie Jo Bingham
BILLIE JO BINGHAM

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by GARY LESLIE BINGHAM and BILLIE JO BINGHAM this 14th day of September, 1984.

WITNESS My hand and official seal.

Edwin R. Adams
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires: July 28, 1988

Edwin R. Adams
Notary Public

My Commission Expires: 7/28/88

444 Released Bk. 15 Rel. @ Pg. 365

MORTGAGE DEED—FORM NO. 4 THE WILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GLENN L. BIRTWISTLE and SUE BIRTWISTLE, husband and wife,

mortgagor S, of Cora, Sublette County, State of Wyoming, to secure the payment of Twelve Thousand and N0/100 ($12,000.00) Dollars, due 9-5-94 with interest from 8-27-84 at the rate of sixteen(16%) per cent per annum, payable monthly ~~xxxxxxxx~~ evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of $201.02; first said payment due 10/5/84 and on the 5th day of each month thereafter until paid in full; said payments include interest at the rate of 16% 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 Two (2), Gypsum Creek Subdivision No. Four (4) as the same appears of record on the official map or plat thereof as 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 or of record and to easements and rights of way of record or in use; prior mineral reservations and,
SUBJECT TO: restrictions of record on the official plat recorded in the office of the County Clerk on 6/4/80, in Book 37 of Miscellaneous, page 36.

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

203305

RECORDED September 14 1984 2:00 PM
IN BOOK 47 Mtg PAGE 444
FEES $6.00 Janice J. Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Steele

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

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

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

Dated this 14th day of September A. D. 19 84.

In the presence of

/s/ Glenn L. Birtwistle
GLENN L. BIRTWISTLE

SUE BIRTWISTLE
/s/ Sue Birtwistle

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Glenn L. Birtwistle and Sue Birtwistle,

this 14th day of September, 1984.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

JAN W. TAYLOR NOTARY PUBLIC SUBLETTE COUNTY WYO.

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, $

Rlse Book 12 Page 630

446

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD P. OBERHELMAN and DOLORES G. OBERHELMAN, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Forty-nine Thousand ($49,000.00)---------- Dollars, due April 15, 1985 without interest payable annually evidenced by one promissory note, of even date herewith, RICHARD P. OBERHELMAN and DOLORES G. OBERHELMAN, husband and wife,

do hereby mortgage to BILLY R. DOCKHAM and EILEEN M. DOCKHAM, husband and wife,

mortgagee, whose address is Bondurant, Wyoming, 82922

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

A fractional part of the NE¼NW¼ of Section 23, T37N, R113W of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows, to-wit:

Beginning on the west line of said NE¼NW¼ of Section 23 at a point located S.0°46'W., 823.6 feet from the northwest corner of said NE¼NW¼, said northwest corner being marked by a 3" iron pipe with brass cap placed by John A. Proffit, Wyo. P.E. & L.S. No. 641; running thence N. 55°41'E., 637.4 feet to the westerly right of way line of U.S. Highway 189; thence, S.34°19'E., along said westerly right of way line, 401.9 feet; thence, S.55°41'W., 920.7 feet to the west line of said NE¼NW¼; thence, N.0°46'E., along the west line of said NE¼NW¼, 491.2 feet to the point of beginning.

All corners of the parcel herein described being marked by a 3/4 " T-bar driven in the ground with identification cap stamped "RLS 641".

Said parcel of land containing 7.19 acres, more or less.

TOGETHER WITH all improvements and appurtenances thereunto appertaining.
SUBJECT HOWEVER TO all reservations and restrictions of record and as contained in United States Patents and to easements and rights of way of record or in use;
and SUBJECT TO prior mineral reservations of record.

Mortagees agree that they will release the foregoing Mortgage upon payment to them of the sum of $49,000.00 due on April 15, 1985 in accordance with the note evidenced hereby and upon provision by mortgagors of appropriate and acceptable substitute collateral.

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

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

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

Dated this 17th day of September A. D. 1984.

In the presence of

203331

Richard P. Oberhelman
RICHARD P. OBERHELMAN

Dolores G. Oberhelman
DOLORES G. OBERHELMAN

RECORDED September 17 1984 3:30 P M
IN BOOK 42 Mtg PAGE 446
FEES $ 6.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy McClure

State of WYOMING }
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Richard P. Oberhelman and Dolores G. Oberhelman, this 17th day of September, 1984.

Witness my hand and official seal.

My Commission expires January 5, 1988

My Commission Expires: _____

J. Elaine Hurt
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, $_____

9/16/13
rlsd. bk. 32 pg. 613.
17

MORTGAGE

THIS MORTGAGE made this 30th day of August, 1984, by and between the HIGHLAND IRRIGATION DISTRICT of Sublette County, Wyoming, hereinafter designated in the singular as "MORTGAGOR", and the STATE OF WYOMING, DEPARTMENT OF ECONOMIC PLANNING AND DEVELOPMENT, Herschler Building, Cheyenne, Wyoming, hereinafter designated as "MORTGAGEE", to secure payment of the sum of three hundred thousand dollars ($300,000.00), together with interest thereon at the rate of five percent (5%) per annum on the unpaid balance according to the terms of a certain promissory note bearing even date herewith, given by the said mortgagor to the said mortgagee, which note the mortgagor agrees to pay and which is hereby incorporated herein by reference and made a part thereof;

WITNESSETH: That the said mortgagor for and in consideration of the sum aforesaid, the receipt whereof is hereby acknowledged and confessed, does hereby mortgage, warrant, convey and assign unto the said mortgagee, its successors and assigns, the following described property, real, personal and mixed, to-wit:

1. The Fremont Lake Reservoir Dam and appurtenant works located within:

Sections 6 and 7, T. 34 N., R. 108 W., of the 6th P.M., Sublette County, Wyoming.

Sections 1, 2, 11, 12, 13, 14, 23 and 24, T. 34 N., R. 109 W., of the 6th P.M., Sublette County, Wyoming.

Sections 21, 29, 31 and 32, and other, unsurveyed portions of the township, T. 35 N., R. 108 W., of the 6th P.M., Sublette County, Wyoming.

Sections 24, 25, and 36, and other, unsurveyed portions of the township, T. 35 N., R. 109 W., of the 6th P.M., Sublette County, Wyoming.

Present storage in and enlargement of Fremont Lake Reservoir are permitted under water rights on file in the office of the State Engineer.

2. The water stored and to be stored in the enlargement of

203341

RECORDED Sept. 18 1984 8:00 AM
BOOK 42 Misc. PAGE 448
FEES $13.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

the Fremont Lake Reservoir pursuant to Temporary Filing No. 22 4/255; the apportionment and disposition of which said water is more specifically described in that certain "Agreement" entered into between the Highland Irrigation District, hereinabove designated as the mortgagor, and the Town of Pinedale, on 21 May 1984, which said Agreement is hereby incorporated herein by reference and made a part hereof.

3. The annual assessment of benefits in accordance with the order of the Ninth Judicial District Court, in and for Sublette County, Wyoming, said order dated and approved 23 July 1984, entitled "In the Matter of the Creation of the Highland Irrigation District, Civil No. 931", authorizing the loan, establishing the budget for the district and confirming the assessment of benefits as evidenced by the assessment roll; which said Order and all subsequent Amendments thereto are hereby incorporated herein by reference and made a part hereof; and as evidenced in that certain "Agreement" entered into by the parties on August 30, 1984, which said Agreement is hereby incorporated herein by reference and made a part hereof.

The payment of all indebtedness evidenced by and according to the terms of a certain promissory note of even date herewith, which note is hereby incorporated herein by reference and provides payment as follows:

Note bearing even date herewith, executed by the Highland Irrigation District, Sublette County, Wyoming, payable to the order of the State of Wyoming, Department of Economic Planning and Development, in the principal sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) with interest at the rate of FIVE PER CENT (5%) per annum, amortized payments to be made in installments payable annually in manner and form as follows: NINETEEN THOUSAND FIVE HUNDRED FIFTEEN DOLLARS and FORTY-FOUR CENTS ($19,515.44) on or before December 1, 1985, and a like amount thereafter on or

before December 1 of each and every year until twenty-nine payments have been made and a final payment of NINETEEN THOUSAND FIVE HUNDRED FOURTEEN DOLLARS and EIGHTY CENTS ($19,514.80) being due on December 1, 2014, unless sooner discharged in full.

The condition of this mortgage is such that if the mortgagor well and truly pays the Promissory Note hereinabove referred to, according to the terms thereof, this mortgage shall be null and void, otherwise to remain in full force and effect.

Mortgagor shall pay all taxes, liens, judgements, assessments or insurance or any interest thereon, and in case default be made in payment of the principal, or any installment thereof, or any installment of interest as provided in said Promissory Note, then the whole sum of principal and interest shall become due and payable at the option of mortgagee, and mortgagee may proceed pursuant to law, to foreclose on said property, and out of the proceeds from such foreclosure, the mortgagee shall retain all sums due it under said Promissory Note, together with the costs and charges of making such foreclosure, including a reasonable attorney's fee.

The provisions of this mortgage shall apply to and be binding upon the personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagor has hereunto set their hands and seal on the day and year first above written.

HIGHLAND IRRIGATION DISTRICT:

By: Stanley G Murdock
Commissioner

By: Ross L. Caldwell
Commissioner

By: Dan Hoffman
Commissioner

ATTEST: William W. Cramer
Secretary/Treasurer
Highland Irrigation District

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by Stan Murdock, Ross Calvert, and Van Huffman this 30 day of August, 1984.

Witness my hand and official seal.

Ruth L. Neely
Notary Public

My commission expires:
October 04, 1987

452 Released RK 13 RL Pg 576

USE ONLY	Account Number	Loan Number	Date of Note	Due Date	Principal Amount	**MORTGAGE**
		82861	8-13-84	Per terms & renewals	$83,000.00	

Borrower: Midway Ranches Limited Partnership, by
Walter C. & Maurine Yose
Box 94
La Barge, Wyoming 83123

Bank: Wyoming National Bank of Kemmerer
716 Pine Ave.
Kemmerer, Wyoming 83101

Borrower is the owner of the following-described real property located in Sublette County, Wyoming (the Real Property):

T27N, R112W of the 6th P.M., Sublette County, Wyoming
Section 21: Lot 8 and SW1/4SE1/4;
Section 28: NW1/4NE1/4SW1/4

203375 Excepting any right, title or interest of the State of Wyoming within the boundaries of the Green River.

RECORDED September 9 1986 11:00 AM
IN BOOK 142 Mtg PAGE 452
FEES 10.00 Sarah Gyde COUNTY CLERK
SUBLETTE COUNTY CLERK
by Deputy

Bank has agreed to lend to Borrower, or Borrower has agreed to offer the Property in support of an obligation, in the principal amount of $ 83,000.00 on certain terms and conditions. The Indebtedness will be evidenced by a promissory note or notes which, with any notes given in renewal of or substitution for the notes originally issued, are called "the Notes." The Notes will mature not later than Per terms and renewals.

In addition to the Notes, Borrower may, from time to time, become indebted to the Bank by reason of loans, guarantees, or otherwise. The Notes, plus all other amounts owed the Bank by the Borrower are secured by this Mortgage and called the "Indebtedness."

The "Related Documents" shall mean that certain (check which applies)

- ☐ loan agreement dated _____,
- ☒ security agreement(s) dated August 13, 1984,
- ☐ guaranty dated _____,
- ☒ other: (specify) Note dated August 13, 1984

which are executed in connection with this Mortgage.

To secure payment of the Indebtedness with interest thereon in strict accordance with the terms of the Notes, or any other agreements evidencing part of the Indebtedness, and to secure performance by Borrower of the covenants contained in this Mortgage and Related Documents, Borrower mortgages and conveys to Bank the Real Property with all appurtenances, all existing or future improvements, all rights relating to the Real Property (including minerals, oil, gas, water, and the like), all ditch rights (including stock in entities with ditch or irrigation rights), and all equipment, furnishings and fixtures owned by Borrower now or hereafter located on or used in connection with the Real Property, all of which is called the "Mortgaged Property," and presently assigns to Bank all rents, revenues, income, issues and profits from the Mortgaged Property, whether now or hereafter due, on the following terms and conditions:

1. **Payment and Performance.** Borrower will pay to Bank promptly when due all amounts payment of which is secured by this Mortgage and will strictly perform all obligations imposed upon Borrower by this Mortgage.
2. **Late Charge.** If the Mortgaged Property does not consist of a single-family, owner-occupied dwelling located in Oregon, then the late charge will be calculated at the rate of *N/A percent per annum on the delinquent installment. An installment will be delinquent if not paid within 10 days of the due date. Interest continues to accrue at the rate disclosed
   If the Mortgaged Property consists of a single-family, owner-occupied dwelling, then the following rule shall apply with respect to late charges. A late charge may be charged on any payment that is more than N/A days late (excluding Saturday, Sunday, and legal holidays that fall on the N/A day). The late charge will be in the amount of *N/A percent of the sum of principal and interest of the delinquent installment payment then due.
3. **Possession.** Until in default, Borrower may remain in possession and control of and operate and manage the Mortgaged Property and collect the rents, revenues, income, issues and profits.
4. **Warranties of Borrower.**
   4.1 **Title:** Borrower warrants that Borrower holds merchantable title to the Mortgaged Property in fee simple, free of all encumbrances other than (a) those enumerated in the title policy, if any, issued for the benefit of the Bank in connection with this transaction and accepted by the Bank; and (b) the encumbrances described as: NONE
   _____. (These are referred to, in this Mortgage, as "Permitted Encumbrances").
   4.2 **Defense of Title.** Borrower warrants and will forever defend the title against the lawful claims, other than Permitted Encumbrances, of all persons. In the event any action or proceeding is commenced that questions Borrower's title or the interest of the Bank under this Mortgage, Borrower shall defend the action at Borrower's expense.
   4.3 **Liens.** If any Permitted Encumbrance is a lien, Borrower shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice, or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.
   4.4 **Compliance with Laws.** Borrower warrants that its use of the Mortgage Property complies with all existing applicable laws, ordinances and regulations of governmental authorities.
5. **Casualty Insurance.**
   5.1 **Maintenance of Casualty Insurance.** Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsements on (check which applies)
   - ☐ a replacement cost
   - ☒ an actual cash value

   basis covering all improvements on the Mortgaged Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Bank. Policies shall be written by insurance companies reasonably acceptable to Bank. Borrower shall deliver to Bank certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days written notice to Bank.
   5.2 **Borrower's Report on Insurance.** If the Mortgaged Property is not a single-family residence or vacant land, the Borrower shall within 60 days after the close of its fiscal year, furnish to Bank a report on each existing policy of insurance showing:
   (a) the name of the insurer;
   (b) the risks insured;
   (c) the amount of the policy;
   (d) the property insured, the then current (check which applies) ☒ cash value of the property, and the manner of determining that value; ☐ replacement cost of the property, and the manner of determining that cost; and
   (e) the expiration date of the policy.
   Borrower shall upon request have an independent appraiser satisfactory to Bank determine the (check which applies)
   ☒ cash val[redacted]placement cost of the Mortgaged Prope[redacted]orrower's expense. [redacted]

5.3 **Application of Proceeds.** Borrower shall promptly notify Bank of any loss or damage to the Mortgaged Property. Bank may make proof of loss if Borrower fails to do so within 15 days of the casualty. All proceeds of any insurance on the Mortgaged Property shall be held by Bank as part of the Mortgaged Property. If Borrower elects to repair or replace the damaged or destroyed Improvements in a manner satisfactory to Bank, Bank shall, upon satisfactory proof of expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Borrower elects not to restore the Mortgaged Property, Bank shall retain a sufficient amount of the proceeds to pay all amounts due under this Mortgage, and shall pay the balance to Borrower. Any proceeds which have not been paid out within 180 days after their receipt and which Borrower has not committed to the repair or restoration of the Mortgaged Property shall be used to pre-pay first accrued interest and then principal of Borrower's Indebtedness. If there is a Permitted Encumbrance that is a lien, and it contains provisions on application of insurance proceeds, then those provisions shall apply to the extent inconsistent with provisions of this paragraph. However, in such event (a) Borrower shall take no act pursuant to the provisions of the Permitted Encumbrance (other than making proof of loss) without Bank's prior consent, and (b) Bank may, directly or on Borrower's behalf, take any action Bank deems appropriate to protect Bank's interest or the Mortgaged Property.

5.4 **Insurance Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of insurance premiums, which reserves shall be created by monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a non-interest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

6. **Maintenance and Alterations.**

6.1 **Duty to Maintain.** Borrower shall maintain the Mortgaged Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.

6.2 **Waste; Nuisance.** Borrower shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on the Mortgaged Property.

6.3 **Removal of Improvements.** Borrower shall not demolish or remove any Improvements from the Mortgaged Property without the prior written consent of Bank, which will not be withheld if Borrower makes arrangements satisfactory to Bank to replace any Improvement which Borrower proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and parking facilities.

6.4 **Bank's Right to Enter and Inspect.** Bank and its agents and representatives may enter upon the Mortgaged Property at all reasonable times to attend to Bank's interest and to inspect the Mortgaged Property.

6.5 **Compliance with Governmental Requirements.** Borrower shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Mortgaged Property. Borrower may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Bank's interest in the Mortgaged Property is not jeopardized.

7. **Taxes and Assessments; Liens and Claims.**

7.1 **Payment.** Borrower shall pay when due all taxes and assessments against the Mortgaged Property and all claims and demands arising from Borrower's use or occupancy of the Mortgaged Property.

7.2 **Protection of the Mortgaged Property.** Borrower shall not permit any lien prior or equal to the lien of this Mortgage to be imposed upon the Mortgaged Property, other than the Permitted Encumbrances defined above in this Mortgage.

7.3 **Borrower's Right to Contest.** Borrower may withhold payment of any taxes, assessments, claims or demands or may elect to contest any lien if Borrower is in good faith conducting appropriate proceedings to contest the obligation to pay and so long as Bank's interest in the Mortgaged Property is not jeopardized. If the Mortgaged Property is subjected to a lien which is not discharged within 15 days, Borrower shall deposit with Bank cash, a sufficient corporate surety bond or other security satisfactory to Bank in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale. In any contest Borrower shall defend itself and Bank and shall satisfy any final adverse judgment before enforcement against the Mortgaged Property. Borrower shall name Bank as an additional obligee under any surety bond furnished in the contest proceedings.

7.4 **Evidence of Payment of Taxes or Assessments.** Borrower shall upon demand furnish to Bank evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Bank at any time a written statement of the taxes and assessments against the Mortgaged Property.

7.5 **Tax Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a noninterest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the taxes and assessments required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower.

7.6 **Notice to Bank.** Borrower shall notify Bank at least 15 days before the commencement of any work, the furnishing of any services or the supplying of any materials to the Mortgaged Property the cost of which is to exceed $5,000, and the nature of which is such that a mechanic's lien might be asserted on account of the work, services or materials. Borrower will on request furnish to Bank advance assurances satisfactory to Bank that it can and will pay the cost of such improvements.

8. **Imposition of Tax by State.**

8.1 **State Taxes Covered.** This section shall apply to the following state taxes:

(a) A specific tax on mortgages or any part of the Indebtedness.

(b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments on the mortgage.

(c) A tax on mortgaged property chargeable against the mortgagee or holder of the note secured by the Mortgage.

(d) A specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by mortgagors.

8.2 **Effect of Taxes.** If any state tax to which this section applies is enacted after the date of this Mortgage, this shall constitute an event of default unless the following conditions are met:

(a) Borrower may lawfully pay the tax or charge imposed by the state tax, and

(b) Borrower pays or offers to pay the tax or charge within 30 days after notice from Bank that the tax law has been enacted.

9. **Transfer of the Property; Assumption.** If all or any part of the Mortgaged Property or an interest therein is sold or transferred by Borrower without Bank'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, but including (without limitations) land sale contracts, this Mortgage shall be in default, and Bank may, at Bank's option, declare the Indebtedness immediately due and payable. Bank shall have waived such option to accelerate if, prior to the sale or transfer, Bank and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Bank and that the interest payable on the Indebtedness shall be at such rate as Bank shall request. Unless specifically agreed by Bank in writing, consent to a transfer shall not release Borrower from any obligations to Bank. If this provision is held unenforceable in whole or in part for any reason, Bank nonetheless shall have the right to impose all such conditions on transfer of the Mortgaged Property (as defined in this paragraph) as may be permitted under applicable law, including without limitation the right to increase the interest rate on the Indebtedness to the rate then charged by the Bank on mortgage loans.

Consent by Bank to one transfer shall not constitute consent to other transfers or a waiver of this section.

10. **Events of Default.** The following shall constitute events of default:

(a) Failure of Borrower to make any payment required under this Mortgage when due.

(b) Failure of Borrower to perform any other obligation contained in this Mortgage or Related Documents within 15 days after notice from Bank specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to commence and pursue with reasonable diligence curative action. No notice of default and no opportunity to

cure shall be required if during the same calendar year Bank has already sent a notice to Borrower concerning default in performance of the same obligation.

(c) Dissolution, insolvency, business failure or discontinuance of Borrower as a going business (except for labor disputes); appointment of a receiver of any of the property of, assignment for the benefit of creditors by or commencement of any proceedings under any bankruptcy or insolvency laws by Borrower; failure of Borrower to obtain dismissal or deny the contents of any petition filed against Borrower under any bankruptcy or insolvency laws within the time required to answer.

11. **Bank's Rights upon Default.**

11.1 **Remedies.** On default and thereafter Bank may exercise any one or more of the following rights and remedies in addition to any other remedy which may be available at law, in equity or otherwise:

(a) Bank may declare the entire amount owed by Borrower, including any prepayment penalty which Borrower would be required to pay, immediately due and payable.

(b) Bank may have a receiver appointed as a matter of right or may exercise all rights of a receiver as a bank-in-possession.

(c) Bank may, either through a receiver or as a bank-in-possession, take possession of all or any part of the Mortgaged Property, which shall be peaceably surrendered by Borrower.

(d) Bank may revoke Borrower's right to collect the rents and revenues from the Mortgaged Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Bank may notify Borrower's tenants to pay rents directly to Bank. Bank shall not be deemed a bank-in-possession solely by reason of exercise of the rights contained in this subparagraph.

(e) Bank may obtain a decree foreclosing Borrower's interest in all or any part of the Mortgaged Property.

(f) If permitted by applicable law, Bank may foreclose Borrower's interest in all or any part of the Mortgaged Property by nonjudicial sale.

(g) If permitted by applicable law, Bank may obtain a judgment for any deficiency remaining in the Indebtedness due to Bank after application of all amounts received from the exercise of the rights provided in this section.

(h) With respect to any part of the Mortgaged Property that is personal property, Bank may exercise the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Property is located.

11.2 **Receiver.** Bank shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Mortgaged Property exceeds the amount of the Indebtedness, and any receiver appointed may serve without bond. Employment by Bank shall not disqualify a person from serving as receiver.

11.3 **Rights of Receiver or Bank-In-Possession.** Upon taking possession of all or any part of the Mortgaged Property the receiver or Bank may:

(a) Use, operate, manage, control and conduct business on the Mortgaged Property and make expenditures for all maintenance and improvements as in its judgment are proper;

(b) Collect all rents, revenues, income, issues and profits from the Mortgaged Property and apply such sums to the expenses of use, operation, and management;

(c) At Bank's option, complete any construction in progress on the Mortgaged Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Bank deems appropriate.

If the revenues produced by the Mortgaged Property are insufficient to pay expenses, the receiver may borrow, from Bank or otherwise, or Bank may borrow or advance such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Mortgage. The amounts borrowed or advanced shall bear interest at the highest rate then being charged on any of the Indebtedness from the date of expenditure until repaid and shall be payable by Borrower to Bank on demand.

11.4 **Manner of Nonjudicial Sale.** In exercising the remedies provided in paragraphs 10.1(f) and (h), Bank may sell all or any part of the Mortgaged Property as a whole or in parcels. Bank may bid at any public sale on all or any portion of the Mortgaged Property. Bank shall give Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Mortgaged Property is to be made, and notice given at least 10 days prior to the time of the sale or other disposition shall be conclusively presumed to be reasonable. A public sale conducted in the following fashion shall be conclusively presumed to be reasonable:

(a) Notice is given at least 10 days prior to the date of sale by publication once in a newspaper of general circulation published in the county in which the sale is to be held;

(b) The sale is held in a county in which the Mortgaged Property or any part is located or in a county in which Borrower has a place of business;

(c) Payment is required to be in cash or by certified check immediately following the close of the sale, except that if Bank bids it need not actually make payment;

(d) The sale is by auction, but it need not be by a professional auctioneer;

(e) The Mortgaged Property is sold as is and without any preparation for sale by Bank.

11.5 **Election of Remedies.** Election by Bank to pursue one remedy shall not exclude resort to any other remedy, and all remedies of Bank under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligatin under paragraph 12.7 shall neither prejudice Bank's right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided in this section.

11.6 **Application of Proceeds from Mortgaged Property.** All proceeds realized from the exercise of Bank's rights and remedies shall be applied as follows:

(a) To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses of any receiver or bank-in-possession, and the costs and expenses provided for in paragraph 12.3;

(b) To pay all amounts owed by Borrower payment of which is secured by this Mortgage;

(c) The overplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by a judicial proceeding, otherwise to the person or persons legally entitled thereto.

12. **Miscellaneous.**

12.1 **Notices.** Any notice under this Mortgage shall be in writing. Any notice to be given or document to be delivered under this Mortgage shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address specified in this Mortgage. Either party may by notice to the other designate a different address.

12.2 **Annual Reports.** If the Mortgaged Property is not a single family residence, Borrower shall within 60 days following the close of each fiscal year of Borrower, furnish to Bank a statement of net operating income received from the Mortgaged Property during Borrower's previous fiscal year in such detail as Bank shall require. "Net operating income" shall mean all cash receipts from the Mortgaged Property less all cash expenditures made in connection with the operation of the Mortgaged Property.

12.3 **Expenses.** In the event that Bank shall take any action, judicial or otherwise, to enforce the Notes, other portions of the Indebtedness, or any provision of this Mortgage, or if Bank shall be required to appear in any proceeding to protect and maintain the priority of this Mortgage, Bank shall be entitled to recover from Borrower all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors reports, costs of appraisals, and attorneys' fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action. Borrower shall reimburse Bank for expenses so incurred on demand with interest thereon at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid.

12.4 **Waiver.** A waiver by Bank of a breach of any provision of this Mortgage shall not constitute a waiver of that provision or of any succeeding breach of, or prejudice Bank's right otherwise to demand strict compliance with, the same or any other provision.

12.5 **Mortgage Binding upon Successors and Assigns.** Subject to section 9, this Mortgage shall be binding on and inure to the benefit of the successors and assigns of both Borrower and Bank. If ownership of the Mortgaged Property becomes vested in a person other than Borrower, Bank, without notice to Borrower, may deal with Borrower's successor with reference to this Mortgage and the Indebtedness by way of forebearance or extension without releasing Borrower from the obligations of this Mortgage or liability under the Indebtedness.

12.6 **Time of Essence.** Time is of the essence of this Mortgage.

[redacted] [redacted] [redacted]

12.7 **Bank's Right to Perform Obligations of Borrower.** If Borrower fails to perform any obligation required of Borrower under this Mortgage, Bank without notice may take any steps necessary to remedy such failure. Borrower shall reimburse Bank for all amounts expended in so doing on demand with interest at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid. Such action by Bank shall not constitute a waiver of the default or of any other right or remedy which Bank may have on account of Borrower's default.

12.8 **Security Agreement; Financing Statements.** This instrument shall constitute a security agreement under the Uniform Commercial Code with respect to any personal property included in the Mortgaged Property and the rents, revenues, income, issues and profits therefrom (the Collateral). Borrower shall promptly execute the necessary financing statements in the form required by the Uniform Commercial Code in effect in the state in which the Collateral is located and shall file the statements at Borrower's expense in all public offices where filing is required to perfect the security interest of Bank in the Collateral. Bank may, at any time and at its option without further authorization from Borrower, file copies of this instrument as financing statements. Upon default Borrower shall, within three days after receipt of written demand from Bank, assemble the Collateral and make it available to Bank at a place designated by Bank.

12.9 **Release on Full Performance.** If Borrower pays the full Indebtedness when due and performs all obligations under this Mortgage, Bank shall, if requested, execute and deliver to Borrower a suitable satisfaction of this Mortgage.

12.10 **Applicable Law.** This Mortgage has been executed and delivered to Bank and all payments are to be made to Bank. The law of the State in which Bank is located shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Mortgaged Property is located, determining the rights and remedies of Bank on default. The law of the state where the Mortgaged Property is located shall control whether the property may be sold without judicial foreclosure.

12.11 **Waiver of Homestead.** Borrower waives any rights under homestead or similar laws that may affect the Property, and Borrower agrees that the lien of this Mortgage is superior to any homestead exemption or similar right Borrower may have.

12.12 **Multiple Parties.** If there is more than one borrower the obligations imposed upon Borrower under this Mortgage shall be joint and several. Midway Ranches Limited Partnership, by

Walter C. Yose, Borrower
General Partner

Maurine Yose, Borrower
General Partner

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Wyoming)
)ss
County of Lincoln)

On this day personally appeared before me Walter C. Yose and Maurine Yose

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 13th day of August, 19 84.

BARBARA C. HYDE
Notary Public - State of Wyoming
Lincoln County, Wyoming
Commission Expires June 5, 1988

BY Barbara C. Hyde
Notary Public in and for the State of: Wyoming

Residing at Kemmerer, Wy
My commission expires 6-5-88

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)ss
County of _____)

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

to me known to be the _____ and _____,
to me known to be the _____,
authorized agent(s) for the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, duly authorized by the corporation through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that _____ he _____ was/were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

BY _____
Notary Public in and for the State of: _____

Residing at _____
My commission expires _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF Wyoming)
)ss
County of Lincoln)

THIS CERTIFIES that on this 13th day of August, 19 84, personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Walter C. Yose and Maurine Yose

known to me to be the person s named in and who executed the foregoing instrument and who are known to me to be _____ member s of the partnership of Midway Ranches Limited Partnership

acknowledge to me that The y executed the instrument freely and voluntarily, by authority of the partnership, for the purposes and use herein mentioned, on behalf of the partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Before me:

BY Barbara C. Hyde
Notary Public in and for the State of: Wyoming

Residing at Kemmerer, Wyoming
My commission expires June 5, 1988

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All rights reserved. *203.00 1282-UV

BARBARA C. HYDE
Notary Public - State of Wyoming
Lincoln County, Wyoming
Commission Expires June 5, 1988

456 Rlsd Bk 13 pg 238.

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD F. TANNER and LINDA C. TANNER, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eight Thousand Five Hundred and no/100------ Dollars, due three years with interest from date at the rate of 17.50 per cent per annum, payable monthly annually evidenced by one promissory note, of even date herewith, 305.17 beginning 10/15/84 and each month therafter

do hereby mortgage to FIRST WYOMING BANK, N.A.-BIG PINEY

mortgagee, whose address is BVIG 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, being a part of Lot 2 (SW1/4NW1/4) of Section 31, T.30N., R.111W., 6th P.M., Sublette County, Wyoming, more particularly described as follows: Beginning at the West Quarter Corner of Section 31 and running thence N. 86°10'E., 1437 feet 8 inches to a point; thence, N.82°45'W., 227 feet 4 inches to a point, which point is the point of beginning of the description of this tract of land; thence North 150.00 feet; thence, N. 82°45' W., 100 feet 5 inches; thence South 150.00 feet; thence, S.82°45'E., 100 feet 5 inches to the point of beginning.

203385

RECORDED September 19 1984 3:00 P M
IN BOOK 42 Mtg PAGE 456
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Elmore

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than 8,500.00 Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 31 #1ST day of August A. D. 19 84.

In the Presence of

Richard F. Tanner

Linda C. Tanner

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Richard F. Tanner, Linda C. Tanner, , this 31st day of August, 1984.

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, $

458

RECORDED Sept. 20 1984 11:44 AM
IN BOOK H 2 Mtg PAGE 458
FEES 8.00 Lacy J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

Rlsd. BK 18 PG 669 12/5/97

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

WYOMING

203400 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 12th day of September ,

19 84 , Thomas D. Hulten and Linda M. Hulten, Husband and Wife who,

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

114 W. Rendezvous Street, Pinedale, Wyoming 82941 hereby MORTGAGES

to MORTGAGEE, namely. First Security Bank of Rock Springs

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

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

Lot 1, Block 1, Cooley Eighth Addition to the Town of Pinedale

Sublette County, Wyoming

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

sum of Forty Five Thousand Dollars and 00/100*** DOLLARS

($ 45,000.00) with interest at the rate of ten and one eighth per centum (10.125 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of Four Hundred Twelve Dollars and 92/100* DOLLARS

($ 412.92), commencing on the 1st day of November , 19 84 , 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 October ,

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

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

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

SEE RIDER (1) WHICH IS ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE.

[redacted] [redacted] [redacted]

IN WITNESS [redacted] OF, the Mortgagor(s) ha ve hereu[redacted]t heir hand(s) the day and yea[redacted] ove-written.

Thomas D. Hulten — Mortgagor

Linda M. Hulten — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sweetwater)

On this 12th day of September , 19 84 , before me personally appeared Thomas D. Hulten and Linda M. Hulten , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

My commission expires on the 8 day of August , 19 87 .

459

WYOMING COMMUNITY DEVELOPMENT AUTHORITY
UNIFORM MORTGAGE RIDER

As long as this mortgage is held by Wyoming Community Development Authority, Casper, Wyoming, the Lender may declare all sums secured by this mortgage to be immediately due and payable if:

(a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 103A(d) and (j)(2) of the Internal Revenue Code; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, except for targeted area residences, all as provided in Section 103A(e) and (j)(2) of the Internal Revenue Code (except that the language, "100 percent", shall be substitued for "90 percent or more" where the latter appears in Section 103A (a); or

(iii) at an acquisition cost which is greater than 110 percent (110%) of the average area purchase price (greater than 120 percent (120%) for targeted area residences), all as provided in Section 103A (f) and (j)(2) of the Internal Revenue Code; or

(iv) who has an income in excess of that established by the Wyoming Community Development Authority under its applicable regulations or program guidelines in effect on the date of the sale; or

(b) Borrower fails to occupy the property described in the mortgage without Lender's prior written consent; or

(c) Borrower omits or misrepresents a material fact in an application for this mortgage.

References are to the Internal Revenue Code in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

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 12th day of September, 19 84 .

Thomas D. Hulten
Signature

Thomas D. Hulten

Printed

Linda M. Hulten
Signature

Linda M. Hulten

Printed

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Rock Springs, Sweetwater County, Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Thomas D. Hulten and Linda M. Hulten, Husband and Wife and appears recorded in book 42 of mortgages, beginning on page 458 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 1, BLOCK 1, COOLEY EIGHTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

203401

RECORDED September 20 1984 11:00 A M
IN BOOK 42 Mtg PAGE 461
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

together with the note or notes secured thereby, to the

Wyoming Community Development Authority

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

Dated this 18 day of September, 19 84.

By
Vice President

Attest: Holly Michaelis
Title Assistant Vice-President

STATE OF WYOMING } ss.
COUNTY OF SWEETWATER }

The foregoing instrument was acknowledged before me by Paul F. Rheaume

this 18 day of September, 19 84.

Witness my hand and official seal.

My Commission expires: 8/8/87

Donna M. Ngai
Notary Public

Title of Officer

3/80

462 Released Bk. 14 Rel. @ pg. 416

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS D. WARD and BARBARA C. WARD, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Five Thousand and N0/100 ($5,000.00) Dollars, due 10-5-89 with interest from 9-14-84 at the rate of eighteen (18%) per cent per annum, payable monthly evidenced by One (1) promissory note, of even date herewith, payable in 60 equal monthly payments of $126.97 which include interest at the rate of 18% per annum; first said payment due 11/5/84 and payable on the 5th day of each month thereafter until paid in full; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

THAT PART OF THE SW¼SW¼ OF SECTION 20, T. 34 N., R. 109 W., 6th P.M., SUBLETTE COUNTY, WYOMING described as follows:

BEGINNING at a point on the west line of said Section 20, N.00°04'W., the base bearing of this survey, 399.80 feet from the Southwest Corner of said Section 20 described above; thence, continuing N.00°04'W., 225.00 feet along the said west line to a point; thence, N.89°56'E., 580.80 feet to a point; thence, S. 00°04'W., 225.00 feet; thence, S.89°56'W., 580.80 feet to the point of beginning.

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: Reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and
SUBJECT TO: prior mineral reservations of record.

203415

RECORDED September 21st 1984 1:45 P M
IN BOOK 42 Mtg. PAGE 462
FEES $ 6.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Devine

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

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

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

Dated this 14 day of September A. D. 19 84.

In the presence of

/ Thomas D Ward
THOMAS D. WARD

/ Barbara C. Ward
BARBARA C. WARD

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Thomas C. Ward and Barbara C. Ward

this 26th day of September, 1984.

With my hand and official seal.

NOTARY PUBLIC

Signature
Notary Public

Title of Officer

My Commission Expires: June 4, 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, $

464 Released BK 14 Rel. pg 531

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

EUGENE LEE KUNARD and NYLLA KUNARD, husband and wife,

mortgagor S, of Pinedale, Sublette County, State of Wyoming, to secure the payment of Fifteen Thousand and N0/100 ($15,000.00) Dollars, due 9-10-89 with interest from 9-17-84 at the rate of sixteen (16%) per cent per annum, payable monthly evidenced by One (1) promissory note, of even date herewith, payable in 60 equal monthly payments of $364.78 which include interest at the rate of 16% per annum; first said payment due 10-10-84 and payable on the 10th day of each month thereafter until paid in full; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

RECORDED Sept. 21st 19 84 at 11:45 A.M.
IN BOOK 42 Misc. PAGE 464
FEES $ 6.00 Jane O. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure Deputy

A CERTAIN TRACT OF LAND EMBRACED IN LOT 1, SECTION 4, TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6TH P.M., Described as follows:

BEGINNING at a point which is 179.98 feet South of the Southeast corner of Patterson's First Addition to the Town of Pinedale, thence 20 feet West to the point of beginning of this tract;
Thence 145 feet West;
Thence 60 feet South;
Thence 145 feet East;
Thence 60 feet North to the point of beginning; as the same appears of record on the official map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; prior mineral reservations of record.

203416

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 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 17 day of September A. D. 19 84.

In the presence of

/ Eugene Lee Kunard
EUGENE LEE KUNARD

Nylla Kunard
NYLLA KUNARD

State of WYOMING)
) ss.
County of SUBLETTE)

The foregoing instrument was acknowledged before me by Eugene Lee Kunard and Nylla Kunard, ,

this 17 day of September, 19 84.

Witness my hand and official seal.



Eugene Lee Kunard
Signature
Notary Public

My Commission Expires: June 4, 1986

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, $ .....

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by BERT HENRY RONK, a single man,

residing in SUBLETTE County, Wyoming, whose post office address is P.O. BOX 252 DANIEL, Wyoming 83115, 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*
9/24/84	$50,000.00	11.875%	9/24/2017

203431

RECORDED Sept 24 1984 3:P M
IN BOOK 42 Misc PAGE 466
FEES $5.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McElwee

(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 8, Block 2, Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO : reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; prior mineral reservations of record and; SUBJECT TO: Protective Covenants Governing Redstone Fourth Addition to the Town of Pinedale recorded in the office of the County clerk on 12/04/82, Book 41 Miscellaneous, page 279.

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 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) [redacted]ment shall be subject to the present re[redacted] of the Farmers Home Administration, a[redacted] future regulations not inconsistent with the express provisions hereof.

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

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

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

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

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 24th day of SEPTEMBER, 19 84.

Bert Henry Ronk
BERT HENRY RONK

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by Bert Henry Ronk

_____, _____,

_____, this 24th day of

September, 19 84.

Witness my hand and official seal.

Edwin R. Adams
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires:
July 28, 1988

(SEAL)

Edwin R. Adams
Notary Public

My commission expires: July 28, 1988

☆ GPO 1-83 677-359

470

RECORDED September 25 19 84 11:15 AM
IN BOOK 42 mortgages PAGE 470
FEES $ 10.00 Lois J. Jake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M. Shuree

Released: Book 16 Pg 219

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.

203444

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That HUSBAND AND WIFE THOMAS L. WARD AND SHARON L. WARD, herein designated as Mortgagor, of 43 BEAVER RUN ROAD, PINEDALE, SUBLETTE, State of WYOMING, County of sum of FORTY EIGHT THOUSAND THREE HUNDRED FIFTY AND NO/100ths---------- ($ 48,350.00), with interest at the rate of TEN AND ONE EIGHTH---------- (10.125 %) per annum as evidenced by a promissory note of even date herewith to the order of THE LOMAS AND NETTLETON COMPANY a corporation organized and existing under the laws of THE STATE OF CONNECTICUT hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of FOUR HUNDRED FORTY THREE AND 86/100ths---------- ($ 443.86), commencing on the first day of NOVEMBER 1st, 1984, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of OCTOBER 1st, 2009, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

That certain parcel of land located in the west half of Lot 19, Halfmoon Mountain Subdivision - Third Filing, Section 7, T.33N., R.108W. of the 6th Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

Beginning at a point which bears N. 00° 04' 16" W., a distance of 266.00 feet from the southwest corner of said Lot 19; thence N. 00° 04' 16" W., a distance of 296.00 feet; thence S. 89° 31' 18" E., a distance of 296.00 feet; thence S. 00° 04' 20" E., a distance of 295.39 feet; thence N. 89° 38' 08" W., a distance of 296.00 feet to the point of beginning. Said parcel contains 2.01 acres, more or less.

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) percentum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;~~

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

[redacted] [redacted] [redacted]

(b) 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;~~

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

(II) interest on the note secured hereby; and

(III) 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 (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the 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 (a) 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, 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 (a) 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. * This option may not be exercised by the mortgagee when the ineligibility

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

* for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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 fulther 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 SHARON L. WARD wife of the said THOMAS L. WARD upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set THEIR hand(s) this 21ST day of SEPTEMBER, 1984

in the presence of—

Thomas L. Ward
THOMAS L. WARD

Sharon L. Ward
SHARON L. WARD

THE STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

On this 21ST day of SEPTEMBER, 1984, before me personally appeared THOMAS L. WARD AND SHARON L. WARD to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and NOTARIAL seal, this 21ST day of SEPTEMBER, A.D. 1984

Edwin R. Adams
Notary Public.

Edwin R. Adams, Notary Public, County of Sublette, State of Wyoming [SEAL] My Commission Expires: July 28, 1988

My commission expires 7/28/88

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

USGPO: 1980--671-101/199

U.S GOVERNMENT PRINTING OFFICE : 1980-682-321

WYOMING COMMUNITY DEVELOPMENT AUTHORITY
UNIFORM MORTGAGE RIDER

As long as this mortgage is held by Wyoming Community Development Authority, Casper, Wyoming, the Lender may declare all sums secured by this mortgage to be immediately due and payable if:

(a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:

(i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 103A(d) and (j)(2) of the Internal Revenue Code; or

(ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, except for targeted area residences, all as provided in Section 103A(e) and (j)(2) of the Internal Revenue Code (except that the language, "100 percent", shall be substitued for "90 percent or more" where the latter appears in Section 103A (a); or

(iii) at an acquisition cost which is greater than 110 percent (110%) of the average area purchase price (greater than 120 percent (120%) for targeted area residences), all as provided in Section 103A(f) and (j)(2) of the Internal Revenue Code; or

(iv) who has an income in excess of that established by the Wyoming Community Development Authority under its applicable regulations or program guidelines in effect on the date of the sale; or

(b) Borrower fails to occupy the property described in the mortgage without Lender's prior written consent; or

(c) Borrower omits or misrepresents a material fact in an application for this mortgage.

References are to the Internal Revenue Code in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

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 21 day of September, 19 84.

Thomas L. Ward
THOMAS L. WARD Signature

Sharon L. Ward
SHARON L. WARD Signature

Printed

Printed

MPP FORM #209A
3/83

FOR VALUE RECEIVED, THE LOMAS & NETTLETON COMPANY
, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by THOMAS L. WARD AND SHARON L. WARD, HUSBAND AND WIFE and was recorded on September 25, 1984 Instrument No. 203444 in the office of the County Clerk of SUBLETTE Wyoming, and which covers property described as follows:

That certain parcel of land located in the west half of Lot 19, Halfmoon Mountain Subdivision - Third Filing, Section 7, T.33N., R.108W. of the 6th Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

Beginning at a point which bears N. 00° 04' 16" W., a distance of 266.00 feet from the southwest corner of said Lot 19; thence N. 00° 04' 16" W., a distance of 296.00 feet; thence S. 89° 31' 18" E., a distance of 296.00 feet; thence S. 00° 04' 20" E., a distance of 295.39 feet; thence N. 89° 38' 08" W., a distance of 296.00 feet to the point of beginning. Said parcel contains 2.01 acres, more or less.

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

IN WITNESS WHEREOF, the said THE LOMAS & NETTLETON COMPANY, has hereunto caused its corporate name to be subscribed by its Vice President, duly attested by its Vice President, and its corporate seal to be hereunto affixed, pursuant to due authority thereunto given, this 20th day of SEPTEMBER 19 84.

In the presence of:

Jill Longanecker

By Gloria Friant
Gloria Friant, Vice President

Attest: Jeri E. Oman
Jeri E. Oman, Vice President

STATE OF WASHINGTON)
SS
County of King)

On this 20th day of SEPTEMBER, 19 84, before me appeared Gloria Friant and Jeri Oman as Vice President of The Lomas & Nettleton Company corporation, to me personally known, who being by me duly sworn did say that they are the said Vice Presidents, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation pursuant to due authority thereunto given, and said officers acknowledged said instrument to be the free act and deed of said corporation.

RECORDED September 25 1984 11:15 AM
IN BOOK 42 mortgages PAGE 474
FEES $ 400 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

Lucie J. Lamb
NOTARY PUBLIC

203445

PRAIRIE PUBLISHING CO., CASPER

MORTGAGE DEED LN040

THIS INDENTURE, made this 25th day of September, 1984, between Clifford E. Cole and Ella L. Cole

hereinafter referred to as mortgagors, and Rocky Mountain Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, hereinafter referred to as mortgagee,

WITNESSETH, that the said mortgagors, for and in consideration of the sum of Ninety thousand four hundred and no/100- - - - - -($90,400.00)- DOLLARS, to them in hand paid by the mortagee, receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, convey and confirm unto said mortgagee, its successors or assigns, all the following described real estate situate in the County of Sublette, State of Wyoming, described as follows, to-wit:

Lots 8 and 9, Block 1, Jones Addition to the Town of Pinedale, Sublette County, Wyoming

203448

RECORDED Sept. 25 1984 1:00 P M
IN BOOK 42 Mtg PAGE 475
$6.00 Lois G. York COUNTY CLERK
SUBLETTE COUNTY CLERK
by Deputy

PROPERTY AND FIXTURES MORTGAGED: Including all buildings and improvements thereon or that may hereafter be erected thereon; together with all heredilments and appurtenances and all other rights thereunto belonging or in any wise now or hereafter appertaining and the reversion and revisions, remainder and remainders, rents, issues and profits thereof. Mortgagor expressly agrees that there shall be included within this mortgage all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use and occupation of the premises, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns. The mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD said premises unto said mortgagee, its successors or assigns, forever, together with the tenements, hereditaments and appurtenances, all and singular, thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws.

This grant is intended as a mortgage to secure the payment of a promissory note payable to the order of the mortgagee for the principal sum above mentioned, and interest, said principal and interest being payable in monthly installments of $.....varying..... each, the first such installment being due on the .....1st.....day of.....November....., 19..84.., and a like sum due upon said day of each month thereafter until ~~principal and interest are fully paid~~ October 1, 1989 at which time a balloon payment of the remaining principal balance and accrued interest thereon will be due and payable in full.

The mortgagors hereby covenant and agree with said mortgagee, its successors or assigns, as follows:

To pay promptly all and singular the principal and interest of said note in accordance with its terms and provisions.

To pay when due all taxes, assessments and other levies upon said premises, and to execute, if demanded by the mortgagee, a supplemental agreement providing for the accumulation in advance of funds sufficient to pay said taxes, assessments, and other levies, and insure their payment when due.

INSURANCE CLAUSE: To keep the buildings now existing or hereafter erected on the premises insured at mortgagor's expense against loss by fire, tornado, hail and other hazards, casualties and contingencies in an amount not less than the principal sum of the mortgage with insurance companies approved by mortgagee. The policies and renewals thereof shall be held by mortgagee and have a loss payable clause in favor and in form acceptable to the mortgagee. In the event of loss, mortgagor will immediately give notice to mortgagee who may make proof of loss and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the mortgagee or jointly to mortgagor and mortgagee as the mortgagee may direct. The proceeds of such insurance may be applied by mortgagee at its option either to reduction of the indebtedness hereby secured or to restoration and repair of the premises. In event of foreclosure or transfer of title in extinguishment of the indebtedness secured hereby all rights, title and interest of mortgagor in and to any insurance policies then in force shall pass to purchaser or grantee.

Not to permit, commit, or suffer any waste, impairment or deterioration of said property, and notwithstanding natural depreciation, to keep said property and improvements at all times in good condition and repair.

That they are lawfully seized of said premises in a good and indefeasible estate in fee simple; that they are free from incumbrances; and that they will warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

That if they shall fail to pay all taxes, assessments and other levies when due or shall fail to keep said buildings insured, as above covenanted, then the mortgagee, its successors or assigns, may pay said taxes, assessments, and other levies, or for said insurance, and the sum or sums so expended shall be added to the debt hereby secured and shall draw interest at the rate of seven per centum per annum until paid.

These presents shall be void if said note be paid in accordance with the terms and provisions thereof and if any indebtedness by reason of payment of taxes, assessments, insurance, and other levies, with interest as above provided, shall have been fully paid and discharged, otherwise to be and remain in full force and effect.

In case the mortgagors fail to pay any installment payment provided for in said note when due or fail to pay taxes, assessments and other levies when due, or fail to keep said buildings insured, or in good condition and repair, or breach any covenant herein contained, the entire sum hereby secured, at the option of the mortgagee, its successors or assigns, shall become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and the mortgagee, its successors or assigns, may immediately foreclose this mortgage by advertisement and sale of said premises under and by virtue of the statutes of the State of Wyoming applicable to the foreclosure of real estate mortgages by advertisement and sale and the power of sale contained herein, and out of the moneys arising from such sale, retain the principal and interest which shall then be due on said promissory note, together with the costs and expenses of said foreclosure sale, including reasonable attorney fees, and also the amounts of any payment of taxes, assessments, insurance, abstracts, and other levies, with interest, that may have been made by reason of the permission above given, rendering the overplus (if any there shall be) unto said mortgagors, their heirs, executors, administrators or assigns; provided said mortgagee, its successors or assigns, may, instead of foreclosing said mortgage by advertisement and sale, as hereinbefore set forth, foreclose the same by court action, in which event reasonable attorney fees to be fixed and determined by the Court shall be allowed said mortgagee.

It is expressly agreed that if proceedings be commenced for the foreclosure of this mortgage, either by the statutory method of advertisement and sale, or by action in Court, then and in either case, the rents, issues and profits of said premises and appurtenances from the time of default and during the period of redemption shall be held and chargeable for, to and with the payment of the indebtedness hereby secured, costs, attorney fees, and other disbursements made under the terms hereof, and any court of competent jurisdiction, upon application made by said mortgagee, its successors or assigns, shall appoint said mortgagee, its successors or assigns, or any other suitable person, as receiver of said premises and of the rents, profits and issues thereof, which said receiver shall have the right and authority to enter into immediate possession of said premises and all improvements thereon, and to care for and manage the same, and to collect all rents, issues and profits therefrom from the time of said default and during the pendency of such foreclosure proceeding or suit, and during the period of redemption from sale of said premises under foreclosure, and such rents, issues and profits, if any, shall be first applied to the costs and expenses of said receivership and then toward the satisfaction of the indebtedness hereby secured and the costs of such foreclosure.

It is further agreed that the terms, conditions, covenants and provisions hereof shall apply to and bind the respective parties, their heirs, executors, administrators, successors and assigns.

It is further agreed that the taking of additional security of any nature shall not impair or release this mortgage; and as further security this mortgage shall become due and payable in full forthwith at the option of the mortgagee if the mortgagor, his executors, administrators or assigns convey away said premises or if title thereto shall become vested in any other person or persons in any manner whatsoever, and the acceptance of any monthly payment by the mortgagee shall not constitute a waiver of the option herein contained.

PERSONAL LIABILITY: 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.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands the day and year first above written.

In the presence of

.....
Clifford E. Cole

.....
Ella L. Cole

.....

.....

.....

Rlsd. Bk 13 Pg 439

475

THE STATE OF WYOMING }
COUNTY OF Sublette } ss.

On this 25th day of September, 19 84, before me personally appeared Clifford E. Cole and Ella J. Cole, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 25th day of SEPTEMBER, 19 84

My commission expires 7/28/88 Edwin R. Adams
Notary Public

Edwin R. Adams Notary Public
County of Sublette State of Wyoming
My Commission Expires: July 28, 1988

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.

Given under my hand and notarial seal this ..... day of ....., 19.....

.....
Notary Public

My commission expires on the ..... day of ....., 19.....

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

On this ..... day of ....., 19...., before me personally appeared .....,

to me personally known, who, having been by me first duly sworn, did say: That he is the ..... of ....., 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 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.

In witness whereof I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

.....
Notary Public

My commission expires on the ..... day of ....., 19.....

No. .....

MORTGAGE DEED

.....

.....

.....

TO

Rocky Mountain Federal Savings and Loan Association

THE STATE OF WYOMING } ss.
COUNTY OF [redacted]

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

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

By .....
Deputy.

Fee $ .....

[redacted]

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION

203476

RECORDED September 26 1984 3:00 P M
IN BOOK 42 Mtg PAGE 477
FEES $7.00 Lavon J. Yahn COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M. Thure

AMENDMENT OF MORTGAGE

THIS AMENDMENT dated as of September 29, 1983 is between BACKER RESOURCES, INC., a Colorado corporation ("Backer"), 1040-609 Granville Street, Vancouver British Columbia, Canada V7Y 1G5 and UNITED BANK OF DENVER NATIONAL ASSOCIATION, a national banking association ("UBD"), 1740 Broadway, Denver, Colorado 80217.

RECITALS

A. Reference is made to the following document:

Mortgage, Assignment of Production and Financing Statement dated August 25, 1982 (the "Mortgage"), from Backer to The First National Bank of Denver, a national banking association, now known as IntraWest Bank of Denver, N.A. ("IntraWest"), filed and recorded as follows:

State	Office or County	Date Filed	Recording Data Book	Page
Wyoming	Sublette	9/24/82	38	455

B. By Assignment of Mortgage dated September 1, 1983, the Mortgage was assigned by IntraWest to UBD.

C. Backer and UBD desire to amend the Mortgage as provided below.

AMENDMENT

In consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Backer and UBD hereby amend the Mortgage as described below, and Backer hereby ratifies the Mortgage, as so assigned and amended, and Backer grants to UBD a lien and security interest on the property covered by the Mortgage, as so assigned and amended, upon the terms contained in the Mortgage, as so assigned and amended:

1. The Promissory Note attached as Exhibit B hereto is hereby substituted for the promissory note referred to in Recital 2 of the Mortgage.

2. All references in the Mortgage to "Mortgagees" or "Mortgagee" shall refer to UBD.

3. Exhibit A of the Mortgage is amended by substituting therefor Exhibit A attached hereto.

Executed as of the date first above written.

BACKER RESOURCES, INC.

ATTEST:

By: _____
President

_____
ASSISTANT Secretary

(SEAL)

UNITED BANK OF DENVER
NATIONAL ASSOCIATION

ATTEST:

By: _____
Assistant Vice President

_____
Secretary

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Greg Majors as Asst. Vice President of United Bank of Denver National Association, this 6th day of October, 1983.

Witness my hand and official seal.

My commission expires My Commission Expires Feb. 2, 1985

(SEAL)

Janice Gaskill
NOTARY PUBLIC JANICE GASKILL

My address is: United Bank of Denver N.A.
1740 Broadway
Denver, Colo. 80202

PROVINCE OF BRITISH COLUMBIA)
) ss.
OF CANADA)

The foregoing instrument was acknowledged before me by DAVID MERCIER as PRESIDENT of Backer Resources, Inc., this 30th day of SEPTEMBER, 1983.

Witness my hand and official seal.

~~My commission expires:~~

(SEAL)

NOTARY PUBLIC

My address is: GEORGE R. BRAZIER
Barrister & Solicitor
1004 - 595 HOWE STREET
VANCOUVER, B.C. V6C 2T5
687-1224

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	Original Lessor	Original Lessee	Date of Lease	Recorded Book Page	Net Revenue Interest	Wells Names & Location
W-63821	T27N-R111W-6th P.M. Sec. 32: E/2	U.S.A.	Energetics, Inc.	07/01/78	Not Recorded	1.1592%	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	08/01/75	Not Recorded	1.1412% BPO: 1.152% APO: 2.88% BPO: 1.152% APO: 2.88% BPO: 2.313% APO: 7.71% 3.7944%	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.	05/01/72	Not Recorded	1.139697% BPO:16.7346% APO:13.9455%	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 Company	04/01/76	Not Recorded	0.65232%	30-15 C-SW/4 Sec. 15

480

Individual/Company Becker Resources, Inc.

EXHIBIT "A"

State of Wyoming County of Sublette

Field Name: Bird Canyon

Lease Name & Number	Legal Description of Leased Property	Original Lessor	Original Lessee	Date of Lease	Recorded Book	Page	Net Revenue Interest	Wells Names & Location
W-62508	T27N-R111W-6th P.M. Sec. 29: W/2 NE/4, SE/4 NE/4, W/2, SE/4	U.S.A.	Energetics, Inc.	11/01/78	Not Recorded		1.13742% 1.1592% BPO: 16.7346% APO: 13.9455%	40-29 C-NE/4 Sec. 29 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.	Energetics Inc.	06/01/79	Not Recorded		3.3516% BPO: 1.872% APO: 4.68%	40-6 C-SE/4 Sec. 6 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.	07/01/79	Not Recorded		BPO: 1.932% APO: 4.83% BPO: 2.898% APO: 9.66% 3.3516%	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.	07/01/72	Not Recorded		BPO: 1.7172% APO: 5.724%	20-17 C-NE/4 Sec. 17
W-67808	Tract I: T27N-R111W-6th P.M. Sec. 6: N/2 NE/4	U.S.A.	Houston G. Williams	06/01/79	62	46	BPO: 2.268% APO: 7.56%	20-6
W-51347	Tract II: T27N-R111W-6th P.M. Sec. 6: S/2 NE/4, SE/4	U.S.A.	Ada Wood	08/01/75	61	447	" "	
W-51347	Tract I: T27N-R111W-6h P.M. Sec. 7: NE/4	U.S.A.	Ada Wood	08/01/75	61	447	BPO: 1.728% APO: 5.76%	20-7
W-67808	Tract II: T27N-R111W-6th P.M. Sec. 7: SE/4	U.S.A.	Houston G. Williams	06/01/79	62	46	" "	

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PROMISSORY NOTE

$1,500,000

Denver, Colorado
September 1, 1983

BACKER RESOURCES, INC., a Colorado corporation, and BACKER RESOURCES, LTD., a Canadian corporation (herein called "Borrowers"), 1040-609 Granville Street, Vancouver, British Columbia, Canada V7Y 1G5, for value received, hereby jointly and severally promise to pay to the order of UNITED BANK OF DENVER NATIONAL ASSOCIATION, a national banking association (herein called the "Bank"), at its principal office at 1740 Broadway, Denver, Colorado 80202, the principal sum of $1,500,000 on demand, or if no demand, on September 1, 1984, said principal being payable in accordance with a letter agreement of even date herewith between Borrowers and the Bank (the "Letter Agreement"), together with interest on the unpaid balance until maturity or default computed at an annual rate which is 2 percentage points greater than the Bank's Prime Rate ("Prime Rate" shall mean the floating commercial loan rate of the Bank, announced from time to time as its "prime rate"), adjusted at the opening of business on each business day. The interest shall be calculated and payable monthly on the first day of each calendar month, commencing October 1, 1983, and upon final repayment of this note. Any payment of principal or interest which is not paid when due, whether by declaration or otherwise, shall bear interest at an annual rate which is five percentage points greater than the Bank's Prime Rate, after due date until paid. Borrowers' obligations to repay this note shall be joint and several.

All interest required hereunder 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 shall exceed the maximum legal rate under applicable law, and, in the event any such rate is found to exceed such maximum legal rate, Borrowers shall be required to pay only such maximum legal rate.

Principal and interest of this note shall be paid in lawful money of the United States of America. This note shall be construed under and governed by the laws of the State of Colorado; provided that the Bank shall retain all of its rights under applicable federal law.

This note is in part a substitute for Promissory Note dated August 25, 1982, made by Backer Resources, Inc., payable to The First National Bank of Denver, in the face amount of $500,000.

EXHIBIT "B"

[redacted] [redacted] [redacted]

In the event of any failure by Borrowers to pay any installment of principal or interest under this note when due or to comply with any provision of this note, or in case of the occurrence of an event of default specified in the Letter Agreement, the entire unpaid principal of any and all loans evidenced by this note and the interest accrued thereon may be declared due and payable in the manner and with the effect provided for in the Letter Agreement.

Presentment for payment, notice of dishonor and protest and the right to plead any and all statutes of limitation are hereby waived by Borrowers and by any signer, guarantor or endorser hereof to the full extent permitted by applicable law, and each signer, guarantor and endorser hereof guarantees the payment of this note according to its terms. No extension of payment shall release Borrowers or any signer, guarantor or endorser hereof if given without his or its consent, and Borrowers and any guarantor or endorser hereof shall pay the expense of collection, with or without suit, including reasonable attorneys' fees.

At the option of the holder hereof, an action may be brought to enforce this note in the District Court in and for the City and County of Denver, State of Colorado, in the United States District Court for the District of Colorado, or in any other court in which venue and jurisdiction are proper. Borrowers and any signer, guarantor or endorser hereof consent to venue and jurisdiction in the District Court in and for the City and County of Denver, State of Colorado, and in the United States District Court for the District of Colorado, and to service of process under Colorado Revised Statutes § 13-1-124 (1)(a) (1973), in any action commenced to enforce this note.

This note is issued pursuant to, and is subject to all of the terms and provisions of, the Letter Agreement.

BACKER RESOURCES, INC.

By: _____
President

BACKER RESOURCES, LTD.

By: _____
President

484

MORTGAGE

THIS MORTGAGE is made this 16th day of MAY 19 84, between the Mortgagor, RICHARD R. ZEIGLER AND NANCY M. ZEIGLER, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, FCA MORTGAGE CORPORATION, a corporation organized and existing under the laws of UTAH, whose address is 1935 EAST VINE STREET #200, SALT LAKE CITY, UTAH 84121 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY FIVE THOUSAND DOLLARS AND NO/100 * Dollars, which indebtedness is evidenced by Borrower's note dated MAY 16, 1984 (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 1st, 2014;

* IN ADDITION TO THE UNPAID CAPITALIZED INTEREST

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

LOT 3 AND THE N. ONE-HALF OF LOT 4, BLOCK 25, COOLEY FIFTH ADDITION THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

EXHIBIT A & B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

201489

RECORDED May 24 1984 4:00 PM
IN BOOK 41 Mtg PAGE 845
FEES $18.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurin

RECORDED AGAIN TO INCLUDE "RIDER TO DEED OF TRUST (OPTION TO CONVERT TO FIXED RATE)"

203484

RECORDED
INDEXED
COMPARED

RECORDED September 27th 19 84 2:30 PM
IN BOOK 42 Mtg PAGE 484
FEES $20.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurin

which has the address of 424 NORTH TYLER [Street], PINEDALE [City], WYOMING 82941 [State and Zip Code] (herein "Property Address");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

RICHARD E. ZEIGLER —Borrower

NANCY M. ZEIGLER —Borrower

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this May 16, 1984 (date) by

RICHARD R. ZEIGLER AND NANCY M. ZEIGLER

(person acknowledging)

My Commission expires: 7/28/84

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

Edwin R. Adams
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

5. Monthly Payments 1-12

My first 12 monthly payments will each be in the amount of U.S. $ 700.12

During this time the principal balance I owe will be decreased as each payment is made, and no increases to the principal balance will occur. I will pay this amount as a monthly payment until it changes in accordance with Sections 4, 6 and 7 of this Note.

6. Borrower's Right to Limit Amount of Remaining Monthly Payments

(A) **Calculation of Limited Monthly Payment Amount:** I may choose to limit the amount of my new monthly payment prior to a Payment Change Date if my interest rate changes would cause the monthly payment I have been paying to increase by more than seven and one-half percent (7.5%). If I choose to limit the amount of my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due. When I do so, on the first Payment Change Date, I will begin paying a new monthly payment which will be equal to the amount I have been paying each month for the preceding twelve months multiplied by the number 1.075. I will still owe the amount due in excess of the 7.5% payment increase, and these amounts still owing will be added to principal monthly in accordance with Section 8(A) below.

Even if I have chosen to limit my monthly payment, Sections 6(B), and 7 below may require me to pay a different amount.

(B) **Increased Monthly Payment Amount:** My paying a monthly payment calculated under Section 6(A) above could cause my unpaid principal balance to exceed the limit stated in Section 8(B) below. If so, on the date that my paying a monthly payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Payment Change Date. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal balance in full on the maturity date at my current interest rate in substantially equal payments.

7. Final Monthly Payments

Beginning with the first monthly payment after the last Interest Change Date, I will pay the Full Payment Amount as my monthly payment.

8. Increases in the Principal Amount to be Paid

(A) **Additions to My Unpaid Principal Balance:** If I choose to pay a reduced monthly payment calculated under Section 6(A) above, my monthly payment could be less than the amount of the interest portion of a monthly payment which then would be sufficient to repay my unpaid principal balance in full on the maturity date at my current interest rate in substantially equal payments. If so, each month that the amount of my monthly payment is less than the interest portion due, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal balance. The Note Holder will also add interest on the amount of this difference to my unpaid principal balance each month. The interest rate on the interest added to principal will be at the rate required by Sections 2 or 4(A) above.

(B) **Limit on My Unpaid Principal Balance:** My unpaid principal balance can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed.

9. Notice of Changes

The Note Holder will mail or deliver to me notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. Charges; Liens

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

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 Security Instrument, 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 Security Instrument; provided that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall in good faith contest such lien by, or defend against enforcement of such lien in legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part hereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

C. Notice

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

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 Security Instrument shall be given by delivering it or by mailing it by first class 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 first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. Uniform Security Instrument; Governing Law; Severability

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. **Uniform Security Instruments; Governing Law; Severability.** This form of Security Instrument 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 Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause in this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

E. Transfer of the Property or a Beneficial Interest in Borrower

Uniform Covenant 17 of the Security Instrument is amended as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal law.

[redacted] [redacted] [redacted]

[redacted] [redacted] Loan No: [redacted] 174-7004718

ADJUSTABLE RATE RIDER

(One-Year Adjustable)

This Adjustable Rate Rider is made this 16th day of MAY 19 84, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to

FCA MORTGAGE CORPORATION

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

424 NORTH TYLER, PINEDALE,WYOMING 82941

(Property Address)

The Promissory Note contains provisions allowing for changes in the interest rate and monthly payments. The Borrower's monthly payment will not increase during the first year of the Note. The remaining monthly payments could increase or decrease, depending on changes in the interest rate. The Borrower also may be able to limit monthly payment increases to 7½% each year, but this may result in the principal amount the Borrower must repay being larger than the amount originally borrowed, but not more than 125% of the original amount.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Interest Rate and Monthly Payment Changes

The Note provides for an initial interest rate of 10.750 %. Sections 2 through 7 of the Note provide for changes in the interest rate and the monthly payments, as follows:

"2. Interest

(A) **Interest Owed:** Interest will be charged on that part of principal which has not been paid, beginning on the date I receive principal and continuing until the full amount of principal has been paid. Beginning on the date I receive principal, I will owe interest at a yearly rate of 10.750 %. The interest rate I will pay will change in accordance with Section 4(A) of this Note on the first day of JUNE, 19 85 and on that day every 12th month thereafter. Each date on which my interest rate could change is called an "Interest Change Date".

(B) **The Index:** Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is the quarterly average yield on United States Treasury securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board. The most recent quarterly Index figures, based only on calendar quarters ending on the last day of March, June, September and December available as of the date 45 days before the Interest Change Date is called the "Current Index". If the Index is not longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) **Interest After Default:** The interest rate required by this Section 2 and Section 4(A) below is the rate I will pay both before and after any default of my loan.

3. Time and Place of Payments

I will pay principal and interest by making payments every month. My monthly payments will be applied to interest before principal.

I will make my monthly payments on the first day of each month beginning on JULY, 19 84. I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. If, on JUNE 1st, 20 14, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date". I will make my monthly payments at

PO DRAWER D STOCKTON, CALIFORNIA 95201

or at a different place if required by the Note Holder.

4. Interest Rate Changes and Full Payment Amount

(A) **Calculation of New Interest Rate and Full Payment Amount:** Each of my first 12 monthly payments will be a Full Payment Amount. A "Full Payment Amount" is the monthly amount sufficient to repay the amount I originally borrowed, or the unpaid principal balance of my loan as of an Interest Change Date, in full on the maturity date at the interest rate I am required to pay by Section 2 above or this Section 4(A) in substantially equal payments. Beginning on the date of this Note, my first Full Payment Amount will be U.S. $ 700.12 until the first Interest Change Date.

At each Interest Change Date, the Note Holder will calculate my new interest rate by adding percentage points (1.250 %) to the Current Index. The sum will be my new interest rate until the next Interest Change Date except that any upward change in the interest rate will be limited to the initial interest rate set forth in this Note plus five (5) percentage points (one percent equals 100 basis points), and any downward change will be limited to the initial interest rate set forth in this Note minus five (5) percentage points. Additionally, for each interest rate adjustment ~~after the first adjustment~~ taking place approximately one year from the date of this Note, any upward change in the interest rate will further be limited to the interest rate payable immediately preceding the then current Interest Change Date plus two (2) percentage points, and any downward change in the interest rate will be further limited to the interest rate payable immediately preceding the then current Interest Change Date minus two (2) percentage points. Whichever of the above limitations is first reached shall be the limitation that applies at each Interest Change Date. My interest rate may change every twelve months after the first year of this Note, and my monthly payment amount due will also change every twelve (12) months.

(B) **Required Payment Amount:** The monthly payment I will pay will change in accordance with Section 4(A) of this Note on the first day of JUNE, 1985 and on that day every 12 months thereafter. Each date on which the payment could change is called a "Payment Change Date". Prior to each Payment Change Date the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan that I am expected to owe one month prior to the Payment Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is my new Full Payment Amount. I will pay the Full Payment Amount as my monthly payment beginning on each Payment Change Date unless I choose to limit the amount of my monthly payment as permitted by Section 6(A) below.

EXHIBIT B

490

Loan No: 174-7004718

Rider to Deed of Trust, Mortgage or Deed to Secure Debt

This Rider is made this 16th day of MAY, 19 84, and is incorporated into and shall be deemed to amend and supplement that certain Deed of Trust, Mortgage or Deed to Secure Debt (''the Security Instrument'') of even date herewith, securing a promissory note in the principal amount of SEVENTY FIVE THOUSAND DOLLARS AND NO/100 DOLLARS ($ 75,000.00), given by me/us (''Borrower'') to FCA MORTGAGE CORPORATION (''Lender'').

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Transfer of the Property; Assumption.

Notwithstanding the provisions of any other Riders to the Mortgage, Deed of Trust, or Deed to Secure Debt or the provisions of any Addendum to the Note or the provisions of the Note concerning the Lender's option to accelerate the sums due under the promissory note, Lender agrees that, during the time the interest rate in the Note is subject to future adjustments, Lender shall not exercise its option to declare all sums immediately due and payable in the event that all of any part of the property which is security for this Note, or an interest therein, is sold or transferred by Borrower without Lender's prior written consent, and Lender agrees the Note obligation may be assumed by a transferee of the real property which is the subject of the Security Instrument on the following terms and conditions:

1. Lender may require the prospective transferee of the property to meet its then current underwriting criteria so as to assure Lender that the transferee is qualified to incur and repay the then outstanding principal balance of the loan on the terms and conditions set forth in the Note. Lender's underwriting criteria shall not require qualifications under guidelines any more restrictive than that required by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association in the area where the property is located at the time the assumption is made.

2. The prospective transferee of the property must intend to occupy the property as a primary residence on a year-round basis, and do so after the assumption has been completed.

3. Lender may require payment of a loan assumption fee, which fee shall not be in excess of 1% of the outstanding loan balance at the time of assumption for original loan amounts of $114,000.00 or less, and not in excess of 1.5% of the outstanding loan balance at the time of assumption for original loan amounts of $114,001.00 or over.

4. Lender may require payment of a reasonable transfer fee upon assumption of the loan. Such fee shall not increase the interest yield to Lender on the loan, and shall only be in such amount as is necessary to compensate Lender for administrative costs reasonably incurred in effectuating the change.

5. Provided that the conditions set forth in Paragraph Nos. 1, 2, 3 and 4 above are met, if such conditions are requested by Lender to be met, Lender agrees that (1) it shall not increase the interest rate on the loan, except as to increases that may be set forth in the original Note and any addendum thereto relating to interest rate adjustments for adjustable rate loans, and (2) it shall not declare all sums owing under the Note immediately due and payable by reason of the transfer of property or an interest therein.

By signing this, Borrower agrees to all of the above.

RICHARD R. ZEIGLER

NANCY M. ZEIGLER

P-009.5

SSL-891 (1/84)

SB

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. Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

F. Covenant Deleted

Non-Uniform Covenant 21 of the Security Instrument ("Further Advances") is deleted.

G. Loan Charges

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (2) any sums already collected from Borrower which exceeded permitted limits will be returned to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund principal, the reduction will be treated as a partial prepayment under the Note.

H. Legislation

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Payment Rider (other than this paragraph H) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Adjustable Payment Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

In Witness Whereof, Borrower has executed this Adjustable Payment Rider.

RICHARD R. ZEIGLER

NANCY M. ZEIGLER

P 009.2
SSL-878 (1/84)
SB

491

492

Loan No: 174-7004718

Rider to Deed of Trust

(Option to Convert to Fixed Rate)

This Rider is made this 16th day of MAY and is incorporated into and shall be deemed to amend and supplement that certain Deed of Trust, Mortgage or Deed to Secure Debt ("the Security Instrument") of even date herewith, in the principal amount of SEVENTY FIVE THOUSAND DOLLARS AND NO/100 DOLLARS ($ 75,000.00), given by me/us ("Borrower") to FCA MORTGAGE CORPORATION ("Lender").

Option to Convert to Fixed Rate

Notwithstanding the provisions of any other Riders to the Mortgage, Deed of Trust, or Deed to Secure Debt or the provisions of any other Addendum to the Note or the provisions of the Note concerning required adjustments in the interest rate and payment amount due under the Note, Lender agrees that the Borrower named above shall have the election to convert the obligation for which the Deed of Trust is security according to the following terms and conditions:

1. Borrower may elect to have the interest rate on the loan fixed for the remainder of the loan term at the following rate: The Federal Home Loan Mortgage Corporation sixty-day mandatory delivery daily net rate quote for thirty year fixed rate mortgages as of the first business day of the month in which the fee described in Paragraph 3 below is received by Lender, rounded up to the nearest .125%, plus .375% for loans in the original amount of $114,000.00 or less, or, plus .875% for loans in the original amount of $114,001.00 or more.

2. The elections may be exercised at any time on or before August 1, 1987 The election may be made by sending written notification specifying the Borrower's name and loan number to Lender at the address which is the regular mailing address for monthly installment payments, and by paying the conversion fee required.

3. A conversion fee in the amount of 1% of the outstanding principal balance at the date the notice is received by Lender shall be payable on or before the conversion date as requested by Lender.

4. This election to convert is not assignable and not applicable to any assumability feature pertaining to this loan. It may only be exercised by the original borrower named in the Note.

5. At the first day of the second month immediately following the month in which the fee described in Paragraph 3 above is paid, the interst rate will be fixed as specified herein, and the payment amount will be fixed based on a full amortization of the then remaining principal balance over the number of years remaining in the loan term at the new interest rate. From the date the conversion takes place through the end of the loan term, the provisions of Section 2, 4, 5, 6, 7, and 8 of the Note relating to adjustments in interest rate and payment amount will no longer apply, and the interest rate and payment amount due pursuant to the Note will be formally modified to provide for monthly principal and interest payments in a fixed amount sufficient to pay off the loan by the end of the original loan term.

NOTE: If this loan is assumable pursuant to the terms of an Addendum to the Promissory Note and/or a Rider to the Deed of Trust, your exercise of this option to convert to a fixed rate will permanently end the assumability feature provided for therein. When the loan has been modified to a fixed rate, it will no longer be assumable.

By signing this, Borrower agrees to all of the above.

RICHARD R. ZEIGLER

NANCY M. ZEIGLER

P-0019.4
SSL-890 (1/84)
SB
W/O - 6/84

4

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the FCA MORTGAGE CORPORATION, a Corporation organized and existing under the laws of the United States of America, of Salt Lake City, Utah, the Mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its rights, title and interest in and to said mortgage, which was given to said mortgagee by RICHARD R. ZEIGLER and NANCY M. ZEIGLER, husband and wife, and appears recorded in Book 41 of 442 of mortgages, beginning on Page 845 of 484 in the office of the County Clerk of SUBLETTE COUnty, Wyoming, and which covers property described as follows:

LOT 3 AND THE ONE-HALF OF LOT 4, BLOCK 25, COOLEY FIFTH ADDITION IN TOWN OF PINEDALE SUBLETTE COUNTY, WYOMING.

201490
RECORDED
INDEXED
COMPARED

RECORDED May 2nd 1984 4:00 P M
IN BOOK 41 Mtg PAGE 853
FEES $4.00 Lavina Yule COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Eleuse

TOGETHER WITH the note or notes secured thereby, unto the AMERICAN SAVINGS AND LOAN ASSOCIATION and unto its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

IN WITNESS WHEREOF, the FCA MORTGAGE CORPORATION, has hereunto caused its corporate name to be subscribed by its Vice President, duly attested by its corporate seal to be hereunto affixed, pursuant to due authority thereunto given, this 16th day of MAY, 1984.

ASSIGNMENT RECORDED AGAIN TO INCLUDE NEW RECORDING OF MORTGAGE.

203485

FCA MORTGAGE CORPORATION

BY: John M. Aldrich
JOHN M. ALDRICH, VICE PRESIDENT

RECORDED September 27 1984 2:30 P M
IN BOOK 42 Mtg PAGE 493
FEES 4.00 Lavina Yule COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Eleuse

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 16th day of MAY, 1984, before me appeared JOHN M. ALDRICH, as VICE PRESIDENT of FCA MORTGAGE CORPORATION, Salt Lake City, Utah, a corporation, to me personally known, who being by me duly sworn, did say that he is the Vice President respectively of the FCA MORTGAGE CORPORATION, and that the seal affirmed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation purusant to due authority thereunto given and said officer acknowledged said instrument to be the free act and deed of said corporation.

Deana Brookins
NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires 8/21/86

R/S& Book 12, Page 760

494

MORTGAGE DEED—FORM NO. 4½

8-26-85

THE MILLS COMPANY, SHERIDAN 14130B

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

FREMONT PEAK POST No. 4801, VETERANS OF FOREIGN WARS OF THE UNITED STATES, a/k/a Fremont Peak Post # 4801, Veterns of Foreign Wars INCORPORATED,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Four Thousand and N0/100 ($4,000.00) Dollars, due 9/20/87 with interest from 9/20/84 at the rate of sixteen(16%) per cent per annum, payable monthly evidenced by One (1) promissory note, of even date herewith, payable in 36 equal monthly payments of $140.63 which include interest at the rate of 16% per annum; first said payment due 10/20/84 and payable on the 20th day of each month thereafter until paid in full; do es hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Five (5), Six (6), Seven (7) and Eight (8), Block Four (4), Cooley Second Addition to the Town of Pinedale, Wyoming, as the same appear of record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: Reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and, prior mineral reservations of record.

203492

RECORDED September 27 19 84 2:45 P M
IN BOOK 42 Mtg PAGE 494
FEES $ 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

The mortgagor agree S to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Insurable 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 20ST day of September A. D. 19 84.

In the presence of

ATTEST:

S E A L

Loren Denny, Quartermaster

FREMONT PEAK POST No. 4801, VETERANS OF FOREIGN WARS OF THE UNITED STATES
Incorporated

By: James N. Percy
James N. Percy, Commander

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Fremont Peak Post No. 4801, Veterans of Foreign Wars of the United States, Incorporated, by James N. Percy, its Commander and Attested to by Loren Denny, its Quartermaster, this 20th day of September, 1984.

Witness my hand and official seal.

My Commission Expires: 1/5/87

John W. Taylor
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, $

496

Released BK 138 Pg 566

MORTGAGE

THIS MORTGAGE, made the 31st day of August, 1984, to be effective as of the 10th day of September, 1984, between ANDREW L. TURNER of Post Office Box 1014, Bondurant, Wyoming 82922, hereinafter referred to as the "Mortgagor" and MARY KATHLEEN TURNER c/o Alan L. Sklover, Paskus, Gordon and Hyman, 45 Rockefeller Plaza - 36th Floor, New York, N.Y. 10111, hereinafter referred to as "Mortgagee".

The Mortgagor, for and in consideration of the sum of TWENTY EIGHT THOUSAND DOLLARS ($28,000.00) lawful money of the United States and other valuable consideration, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby mortgage to the Mortgagee forever, the following described real and personal property situate in the County of Sublette, State of Wyoming:

> See Exhibit "A" attached hereto and by this reference made a part hereof.

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 covenants, 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

203494

RECORDED September 28 1984 8:00 A M
IN BOOK 42 Mtg PAGE 496
FEES $22.00 Sara J Yahr COUNTY CLERK
SUBLETTE COUNTY, WYO.
by Dorothy M Thiri

warrants and will defend the title to all of said property against all lawful claims and demands, and that the same is free from all encumbrances.

However, this Mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of TWENTY EIGHT THOUSAND DOLLARS ($28,000.00), together with interest thereon at the rate of ten percent (10%) per annum from the 10th day of September, 1984, until paid, according to the conditions of a Promissory Note of even date herewith, which Promissory Note was executed and delivered by the Mortgagor to the Mortgagee, which sum or sums of money the Mortgagor hereby covenants to pay, and until such payment, performs all of the covenants and agreements herein to be performed by Mortgagor, then this Mortgage and said note shall cease and be null and void.

Mortgagor and Mortgagee further covenant and agree as follows:

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

2. Prepayments. The Mortgagor shall have the privilege of paying any principal sum or sums plus accrued interest, in addition to the payments herein required, at any time without premium or penalty of any kind, and it is understood and agreed that any such prepayment shall be credited first to interest and the balance to principal in the inverse order of when due.

3. Transfer of the Property. If all or any part of the property or any interest therein is sold or transferred by any means by Mortgagor without Mortgagee's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage or a transfer by devise, descent or by operation of law upon the death of a joint tenant, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable,. Any delay or failure on the

part of the Mortgagee to demand payment shall not prejudice the Mortgagee's right thereto. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee at Mortgagee's sole discretion, enters into a written agreement with the person whom the property is to be sold or transferred setting forth any new terms or conditions of this Mortgage as may be requested by the Mortgagee in exchange for the Mortgagee agreeing to an assumption of this Mortgage.

4. Taxes and Assessments. Mortgagor shall pay all taxes and assessments levied or assessed against said property.

5. Maintenance of Property. 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 hereof, to be levied upon or attached in any legal or equitable proceeding, and shall not, except with the consent in writing of the Mortgagee, or as is otherwise provided and permitted in this Mortgage, remove or attempt to remove said improvements or personal property, or any part hereof, from the premises on which the same are situated.

6. Insurance. 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, to the full insurable value thereof 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 licensed in Wyoming and the policies and renewals thereof shall have attached thereto by rider or otherwise loss payable clauses in favor of the Mortgagee. A copy of said policy or any renewal documents pertaining thereto shall be supplied to the Mortgagee

within 30 days after the date of execution of this mortgage and thereafter within 10 days of any renewal of or amendment to such policy. 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. In the 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. Mortgagee Authorized to Make Payments. If Mortgagor defaults in the payment of the taxes, assessments or other lawful charges, including any construction loan payments, 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.

8. Default. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or any part or installment of principal or interest, for a period of twenty (20) 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 his 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 hereby grants the Mortgagee the power to foreclose by advertisement and sale as provided by statute. 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. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to foreclose promptly upon a default shall not prejudice any right of said Mortgagee to foreclose therafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of: first, the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this Mortgage; second, all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; third, the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

9. Sufficiency of Foreclosure Proceeds. 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.

10. Assignment of Rents. 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 sufficienty 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.

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

12. 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 hereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. 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 Mortgagor. In the event of a partial taking of the property, unless Mortgagor and Mortgagee 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 Mortgagor. If the property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the property or to reduce the sums secured by this Mortgage. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to above or change the amount of such installments.

13. Statement. That the Mortgagor, within ten (10) days upon request in person or within thirty (30) days upon request by mail, will furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any offsets or defenses exist against the mortgage debt.

14. Notices. That notice and demand or request shall be in writing and may be served either in person or by certified mail, return receipt requested, notice shall be deemed given when mailed and shall be addressed as follows or at such other address as either party may from time to time designate in writing:

Mortgagor: Andrew L. Turner
Post Office Box 1014
Bondurant, Wyoming 82922

Mortgagee: Mary Kathleen Turner
c/o Alan L. Sklover
Paskus, Gordon and Hyman
45 Rockefeller Plaza
36 Floor
New York, New York 10111

15. Headings. The headings used in this Mortgage are for convenience only and are not to be used in its construction.

16. Binding Effect and Construction. 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 term "note" includes all notes herein described if more than one. The terms "foreclosures" and "foreclose", as used herein, shall include the right of foreclosure by any suit, action or proceeding at law of 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.

17. Release. 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. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

18. Waiver of Homestead. Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Andrew L. Turner

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Andrew L. Turner this 31st day of August, 1984.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: Aug. 14, 1985

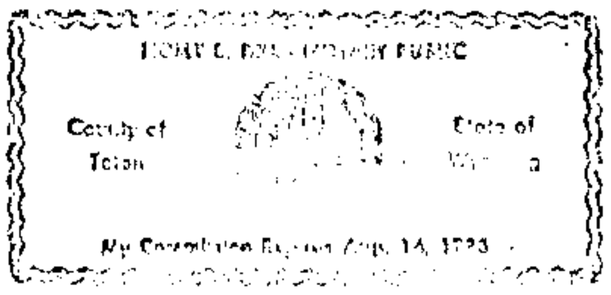


EXHIBIT "A"

Mortgage Tract in E1/2 E1/2 Lot 3 (NE1/4 NW1/4) Section 2 T36N R113W to-wit: That part of the E1/2 E1/2 Lot 3 (NE1/4 NW1/4) of Section 2, T36N R113W, Sublette County, Wyoming being part of that instrument of record in the office of the Clerk of Sublette County, in Book 44 of miscellaneous records on page 280 described as follows: beginning at a point on the west line of the said E1/2 E1/2 NE1/4 NW1/4, S 00°-13'-37" W, 203.72 feet from the NW corner of the said E1/2 E1/2 NE1/4 NW1/4; thence S 89°-46'23" E, 200.00 feet: thence S 00°13'-37" W, 217.80 feet; thence N 89°-46'-23" W, 200.00 feet to an intersection with the west line of said E1/2E1/2 NE1/4 NW1/4; thence N 00°-13'-37" E, 217.80 feet along said west line to the point of beginning; encompassing an area 1.00 acre, more or less; subject to a utility, access and equestrian easement identical with the west 33 feet of the foregoing tract; together with the right of ingress and egress over said easement; that no survey was made and no monuments set, and the foregoing description was prepared from information furnished by the owner.

506

809

RECORDING REQUESTED BY

WHEN RECORDED, MAIL TO:

PLEASE NOTE NEW ADDRESS AND TELEPHONE NUMBER
TRANSAMERICA MORTGAGE COMPANY
390 NORTH WIGET LANE
P. O. BOX 9360
WALNUT CREEK, CALIFORNIA 94598-0960
(415) 943-6100

203507

$4.00

RECORDED September 25, 1984 AT 9A M.
IN BOOK 218PR PAGE 809 PINEDALE, WYO.
NO. 623729 ELIZABETH C. WADE, CLERK

Space Above This Line For Recorder's Use

Attn: Madelyn Fossat

RECORDED October 1 1984 8:20 AM
IN BOOK 42 Misc PAGE 506
RES 4th Carol J Yost COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Steere

ASSIGNMENT OF MORTGAGE

TMC LOAN NO. 780860/4027

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

AMERICAN SAVINGS AND LOAN ASSOCIATION

all beneficial interest under that certain Deed of Trust dated December 6th, 1983,

executed by LARRY F. VANCE AND GLENDA E. VANCE, HUSBAND & WIFE, Trustor,

FIRST RECORDED AS INSTRUMENT NO. 198935 on DECEMBER 12, 1983
and recorded as Instrument No. 199215 on December 30th, 1983,

in Book 41, Page 33, Film No. —,

Reception No. _____, of Official Records in the County Recorder's

Office of the SUBLETTE County, State of Wyoming.

TOGETHER with all its rights, title and interest in the note thereon described or referred to, the money due and to become due thereon with interest.

DATE December 30th, 1983

TRANSAMERICA MORTGAGE COMPANY
a California corporation

By Mary H Smith
Assistant Secretary
Mary H. Smith

STATE OF ~~WYOMING~~ UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 3rd day of ~~December~~ FEBRUARY, 19 ~~83~~ 84, by MARH H. SMITH as Assistant Secretary of TRANSAMERICA MORTGAGE COMPANY, a California corporation.

Witness my hand and official seal.
My commission expires 10-20-85

Notary Public
Cathy A. Peterson

P-14 W
(Rev. 4/ [redacted] Formerly Bankers Mort[redacted] Company of California [redacted]

MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

Executed September 19, 1984
to be effective September 20, 1984

203531

RECORDED October 3 1984 8:00 AM
IN BOOK 43 MTG PAGE 507
FEES $21.50 Linda Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Deputy

between

MESA PETROLEUM CO. and
MTS LIMITED PARTNERSHIP
(Mortgagor and Debtor)

TO

LLOYD L. BOLTON, TRUSTEE

and

TEXAS COMMERCE BANK NATIONAL ASSOCIATION
as Collateral Agent
(Mortgagee and Secured Party)

The mailing address of both the above-named Trustee and Mortgagee is 712 Main Street, Houston, Texas 77002, and the mailing address of Mortgagor is One Mesa Square, P.O. Box 2009, Amarillo, Texas 79189.

This instrument was prepared by Thomas L. Healey, Andrews & Kurth, Texas Commerce Tower, Houston, Texas 77002, and contains after-aquired property provisions and covers future advances

ATTENTION OF RECORDING OFFICERS: This instrument is a Mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of the Mortgagor which are described in Exhibit A hereto and, where applicable, is to be tract indexed with respect to all lands described in said Exhibit A.

Recorded counterparts should be returned to:

Thomas L. Healey
4200 Texas Commerce Tower
Houston, Texas 77002

Pat amend. Bk 43 pg 488

R/se Book 13 Pg 56

MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

THAT this Mortgage, Deed of Trust, Assignment of Production and Security Agreement, executed September 19, 1984 to be effective on September 20, 1984 is from MESA PETROLEUM CO., a Delaware corporation ("Mesa") and MTS LIMITED PARTNERSHIP, a limited partnership formed pursuant to the Uniform Limited Partnership Act of the State of Texas (herein called the "Partnership") acting by and through Mesa, its General Partner (Mesa and the Partnership being hereinafter collectively referred to as "Mortgagor"), to Lloyd L. Bolton, Houston, Texas, as Trustee (herein called the "Trustee") and Texas Commerce Bank National Association, a national banking association (herein sometimes called "TCB"), as collateral agent (herein, in such capacity, together with any successor(s) in such capacity, called "Collateral Agent") for the pro rata benefit of the Banks hereinafter referred to.

I. Mesa has entered into a Mesa Credit Agreement dated as of September 20, 1984, with certain banks named therein (herein collectively called the "Banks" and individually called a "Bank"), TCB and Mellon Bank, N.A. ("Mellon"), as agents (herein, in such capacities, together with any successor(s) in such capacities, collectively called the "Agents" and individually called an "Agent"), TCB as Collateral Agent and Mellon as administrative agent (herein, in such capacity, together with any successor(s) in such capacity, called "Administrative Agent") (said Mesa Credit Agreement, as the same may from time to time have been or shall be amended or modified and in effect, being herein called the "Credit Agreement").

II. Pursuant to the Credit Agreement, the Banks have agreed to lend Mesa amounts not to exceed in the aggregate $1,100,000,000.00, and Mesa to evidence its indebtedness to each Bank under the Credit Agreement, has executed and delivered to each Bank one (1) Note (as hereinafter defined), dated September 20, 1984, and payable to the order of such Bank, bearing interest at the rates provided for therein, and containing provisions for payment of attorneys' fees and acceleration of maturity in the event of default, as therein set forth.

III. The Partnership is entering into this instrument with the Collateral Agent pursuant to the authority granted in that certain Agreement and Certificate of Limited Partnership by and between Mesa, as General Partner, and Texaco Inc. ("Texaco") and Sequoia Petroleum Inc. ("Sequoia"), as Limited Partners, dated October 1, 1980 (herein called the "Partnership Agreement"), for the purpose, among other things, of securing and providing for the repayment of all amounts at any time and from time to time owing by Mesa to the Banks under or in connection with the Loans (as hereinafter defined).

IV. Mesa is entering into this instrument with the Collateral Agent for the purpose, among other things, of securing and providing for the repayment of all

amounts at any time and from time to time owing by the Mesa to the Banks under or in connection with the Loans.

V. A condition precedent to the consummation of the initial Loans under the Credit Agreement is the execution and delivery by the Mortgagor of this instrument.

VI. For all purposes of this instrument, unless the context otherwise requires:

A. "oil and gas leases" shall include oil, gas and mineral leases and shall also include subleases and assignments of operating rights.

B. "Hydrocarbons" shall mean oil, gas, casinghead gas and other liquid or gaseous hydrocarbons.

C. "Production Sale Contracts" shall mean contracts now in effect, or hereafter entered into by the Mortgagor, or the Mortgagor's predecessors in interest, for the sale, purchase, exchange or processing of Hydrocarbons produced from the lands described in Exhibit A attached hereto and made a part hereof.

D. "Lands described in Exhibit A" shall include any lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A, attached hereto and made a part hereof for all purposes, by reference to another instrument or document, and shall also include any lands now or hereafter unitized or pooled with lands which are either described in Exhibit A or the description of which is incorporated in Exhibit A by reference.

E. "Operating Equipment" shall mean all surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature (excluding drilling rigs, drill pipe, mud pumps, trucks, automotive equipment or other property taken to the premises to drill a well or for other similar temporary uses) now or hereafter located on or under any of the lands described in Exhibit A or on a unit including all or part of the lands described in Exhibit A which are used or useful for the production, treatment, storage or transportation of or exploration for Hydrocarbons, including, but not by way of limitation, all oil wells, gas wells, platforms, water wells, injection wells, casing, tubing, rods, pumping units and engines, christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering, treating, compression, disposal or injection), chemicals, solutions, water systems (for treating, disposal and injection), pipe, pipelines, boilers, compressors, connectors, power plants, poles, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading docks, loading racks and shipping facilities, together with all improvements, betterments and additions thereto and replacements thereof.

F. "Mortgaged Property" shall mean the properties, rights and interests hereinafter described and defined as the Mortgaged Property.

G. "Indebtedness" shall have the meaning stated in Section 1.2 hereof.

H. "Loans" and "Loan" shall have the respective meanings assigned to them in the Credit Agreement.

I. "Notes" and "Note" shall mean, respectively, (i) those twelve (12) promissory notes, each dated September 20, 1984, executed by Mesa and payable to the order of the Banks, respectively, bearing interest and, subject as provided in the Credit Agreement, being due and payable on December 31, 1988, as more particularly described therein, and (ii) any single such Note.

J. "Highest Lawful Rate" shall have the meaning assigned to that term in the Credit Agreement.

NOW, THEREFORE, the Mortgagor, for and in consideration of the premises and of the debts and trusts hereinafter mentioned has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustee, for the use and benefit of the Collateral Agent, and to the Collateral Agent with power of sale (i) all of Mesa's right, title and interest, whether now owned or hereafter acquired, in all of the hereinafter described properties, rights and interests (the presently owned undivided interest of Mesa in and to said properties, rights and interests being set forth in Exhibit A opposite the term "Mesa Working Interest") and (ii) an undivided sixty-five percent (65%) of the Partnership's right, title and interest, whether now owned or hereafter acquired, in all of the hereinafter described properties, rights and interests (the presently owned undivided interest of the Partnership in and to said properties, rights and interests being set forth in Exhibit A opposite the term "MTS Working Interest"); and insofar as such properties, rights and interests consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (as in effect in the appropriate jurisdiction with respect to each of said properties, rights and interests), the Mortgagor hereby grants to the Collateral Agent a security interest in (i) all of Mesa's right, title and interest therein, whether now owned or hereafter acquired, and (ii) an undivided sixty-five percent (65%) of the Partnership's right, title and interest therein, whether now owned or hereafter acquired; namely:

(a) the Lands described in Exhibit A, and the oil and gas leases, the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit A,

(b) the presently existing unitization, operating and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A,

(c) the Hydrocarbons which are in, under, upon, produced or to be produced from the lands described in Exhibit A,

(d) the Production Sale Contracts,

(e) the Operating Equipment,

(f) rights of the Mortgagor with respect to all subleases, farmout agreements, assignments of interest, assignments of operating rights, contracts, operating agreements, rights-of-way, franchises, privileges, permits, licenses, easements, tenements, hereditaments, appurtenances and benefits now existing or in the future obtained and incident to or in the future obtained and incident and appurtenant to any of the foregoing,

(g) all rights of the Mortgagor in and to all lease records, well records and production records which relate to any of the foregoing.

(h) all other rights, titles and interests of the Mortgagor in, to and under or derived from the lands, leases and properties described in Exhibit A, even though the Mortgagor's interest therein may be incorrectly or insufficiently described or referred to in Exhibit A, and

(i) all proceeds of any of the foregoing,

together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instrument relating thereto, all the aforesaid properties, rights and interests which are hereby subjected to the lien of this instrument, together with any additions thereto which may be subjected to the lien of this instrument by means of supplements hereto, being hereinafter called the "Mortgaged Property".

Subject, however, to (i) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of such properties and interests in Exhibit A (including all presently existing royalties, payments out of production and other burdens which are referred to in Exhibit A and which are taken into consideration in computing the decimal or fractional interest as set forth in Exhibit A) or permitted by Section 2.5(e) hereof, (ii) the assignment of production contained in Article III hereof, but only insofar and so long as said assignment of production is not inoperative under the

provisions of Section 3.5 hereof and (iii) the condition that neither the Trustee nor the Collateral Agent shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Mortgaged Property.

It is understood and agreed that the undivided sixty-five percent (65%) interest of the Partnership in and to the aforesaid properties, rights and interests is the undivided interest attributable only to Mesa's Ownership Interest (as that term is defined in the Partnership Agreement) in said properties, rights and interests, and the remaining undivided thirty-five percent (35%) interest of the Partnership in and to the aforesaid properties, rights and interests (said remaining thirty-five percent (35%) interest being herein called the "Limited Partners' Property") is not part of the Mortgaged Property and is not and shall not be subject to the lien of this instrument under any circumstances whatsoever.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee and the Collateral Agent forever to secure the payment of the Indebtedness and to secure the performance of the obligations of the Mortgagor herein contained.

BUT IN TRUST, NEVERTHELESS, for the benefit and security of the holders of the Indebtedness and upon the trusts and subject to the terms and provisions set forth herein.

The Mortgagor, in consideration of the premises and to induce the Banks to make the Loans above described, hereby covenants and agrees with both the Trustee and the Collateral Agent for the ratable and proportionate benefit of the Banks, as follows:

ARTICLE I
Indebtedness Secured

1.1 Indebtedness Secured Hereby.

This instrument is made to provide for and secure repayment of the following indebtedness and liabilities of Mesa (and any extensions, renewals, modifications or rearrangements of such indebtedness and liabilities, whether or not the Mortgagor executes any extension agreement or renewal instrument) in the order of priority indicated:

First, the repayment of all amounts advanced or expended by the Trustee, the Collateral Agent, in its capacity as Collateral Agent, or the Administrative Agent, in its capacity as Administrative Agent, under or in connection with this instrument, the payment of all costs and expenses (excluding expenses representing administrative overhead) at any time and from time to time incurred by the Trustee, the Collateral Agent or the Administrative Agent in connection with the administration and/or enforcement of this instrument

(including, without limitation, the reasonable fees and out-of-pocket expenses of counsel employed by the Trustee, the Collateral Agent or the Administrative Agent in connection therewith), and the payment of all indemnities at any time and from time to time payable hereunder to the Trustee, the Collateral Agent, in its capacity as Collateral Agent, or the Administrative Agent, in its capacity as Administrative Agent, and

Second, the payment of all indemnities which relate to the Loans at any time and from time to time payable to the Agents or the Banks (or any of them) under or in connection with the Credit Agreement or any related document, ratably according to the amount owing to each Agent and Bank, without preference or priority among the Agents and the Banks, and

Third, the payment of all principal and interest owing on the Notes and all other indebtedness and liabilities, whether absolute, fixed or contingent, at any time and from time to time owing by Mesa to the Banks (or any of them) in connection with all Loans or any related document with respect thereto, or to the holders of any instrument issued in respect thereof.

1.2 Indebtedness Defined. All the above items of indebtedness are hereinafter collectively referred to as the "Indebtedness".

1.3 Non-Liability of Partnership and Limited Partners. Nothing herein contained shall be construed as an assumption of the Notes by the Partnership, Texaco or Sequoia, or as otherwise causing the Partnership, Texaco or Sequoia to incur any liability for or arising out of the Loans. The Banks acknowledge and agree, by the acceptance hereof by the Trustee and the Collateral Agent on behalf of said Banks, that anything contained herein to the contrary notwithstanding, the Trustee, the Collateral Agent and each Bank shall look solely to Mesa and the Mortgaged Property for payment of the Indebtedness and no recourse shall be had for the payment of the Indebtedness or for any claim based thereon or otherwise in respect thereof or based on or in respect of this Mortgage against the Partnership, Texaco and/or Sequoia or their respective successors and assigns for any deficiency or any other sum owing in respect of the Indebtedness or arising under or with respect to this Mortgage; provided, however, that the foregoing provisions of this Section 1.3 shall not prevent recourse to the Mortgaged Property nor limit the right of any person to name the Partnership or any transferee of any interest in the Mortgaged Property as a party defendant in any action or suit for a judicial foreclosure of or in the exercise of any other remedy under this Mortgage, so long as no judgment in the nature of a deficiency judgment or seeking personal liability shall be asked for or (if obtained) enforced against such Partnership or against such transferee.

ARTICLE II
Particular Covenants and Warranties of the Mortgagor

2.1 Payment of the Indebtedness. Mesa will duly and punctually pay the Indebtedness, including each and every obligation owing on account of the Loans.

2.2 Warranties. The Mortgagor warrants that (a) the oil and gas leases described in Exhibit A hereto are valid, subsisting leases, superior and paramount to all other oil and gas leases respecting the properties to which they pertain, (b) Mortgagor, to the extent of their respective interests specified in Exhibit A, have valid and indefeasible title to each property, right or interest constituting the Mortgaged Property and have a good and legal right to grant and convey the same to the Trustee, it being understood that each Mortgagor's interest in each oil and gas lease shall exceed such Mortgagor's net interest in production from such lease to the extent of such Mortgagor's proportionate share of the burden of all royalties, overriding royalties and other such payments out of production, (c) the Mortgaged Property is free from all encumbrances or liens whatsoever, except as may be specifically set forth in Exhibit A or as permitted by the provisions of Section 2.4(e) hereof; and (d) the Mortgagor is not obligated, except as described in Exhibit A, by virtue of any prepayment under any contract providing for the sale by the Mortgagor of Hydrocarbons which contains a "take or pay" clause or under any similar arrangement, including without limitation "gas balancing agreements", to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor. The Mortgagor will warrant and forever defend the Mortgaged Property unto the Trustee, against every person whomsoever lawfully claiming the same or any part thereof, and the Mortgagor will maintain and preserve the lien hereby created so long as any of the Indebtedness remains unpaid. The Mortgagor also warrants that (w) the Partnership is a limited partnership duly organized and validly existing under the laws of the State of Texas and is duly qualified as a foreign limited partnership in each jurisdiction in which any part of the Mortgaged Property is located, (x) the execution and delivery of this Mortgage are within the actual and apparent power and authority of Mesa, as General Partner of the Partnership and have been duly authorized by Mesa by all necessary corporate action (no shareholder action of Mesa being required for Mesa to execute and deliver this Mortgage on behalf of the Partnership), (y) each of Mesa and the Partnership is now in a solvent condition and no bankruptcy or insolvency proceedings are pending or contemplated by either Mesa or the Partnership and (z) this Mortgage is the legal, valid and binding obligation of the Mortgagor enforceable against the Mortgagor in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to creditors' rights and by general principles which may limit the right to obtain equitable remedies.

2.3 Further Assurances. The Mortgagor will execute and deliver such other and further instruments and will do such other and further acts as in the opinion of the Trustee or the Collateral Agent may be necessary or desirable to carry out

more effectually the purposes of this instrument, including, without limiting the generality of the foregoing, (a) prompt correction of any defect which may hereafter be discovered in the title to the Mortgaged Property or in the execution and acknowledgment of this instrument, any Note, or other document used in connection herewith, and (b) prompt execution and delivery of all division or transfer orders which in the opinion of the Collateral Agent are needed to transfer effectually to the Collateral Agent the assigned proceeds of production from the Mortgaged Property to the Collateral Agent.

2.4 Taxes. Subject to the Mortgagor's right to contest the same, the Mortgagor will promptly pay all taxes, assessments and governmental charges imposed upon this instrument or upon the Mortgaged Property or upon the interest of the Trustee or the Collateral Agent therein, or upon the income and profits thereof.

2.5 Operation of Mortgaged Property. So long as the Indebtedness or any part hereof, remains unpaid, and whether or not the Mortgagor is the operator of the Mortgaged Property, the Mortgagor shall, at the Mortgagor's own expense:

(a) Do all things necessary to keep unimpaired the Mortgagor's rights in the Mortgaged Property and not, except in the ordinary course of business, abandon any well or forfeit, surrender or release any oil and gas lease or any rights in the Mortgaged Property without the express prior written consent of the Trustee and the Collateral Agent;

(b) Cause, or in the event the Mortgagor is not the operator of the Mortgaged Property, use its best efforts to cause, the lands described in Exhibit A to be maintained, developed, protected against drainage, and continuously operated for the production of Hydrocarbons in a good and workmanlike manner as would a prudent operator, and in accordance with generally accepted practices, applicable operating agreements, and all applicable federal, state and local laws, rules and regulations, excepting those being contested in good faith;

(c) Cause to be paid, promptly as and when due and payable, all rentals and royalties payable in respect of the Mortgaged Property, and all expenses incurred in or arising from the operation or development of the Mortgaged Property;

(d) Cause the Operating Equipment to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements thereof or thereto, needful to the production of Hydrocarbons from the lands described in Exhibit A, to be promptly made;

(e) Cause the Mortgaged Property to be kept free and clear of liens, charges and encumbrances of every character, other than (1) the lien

hereof, (2) taxes constituting a lien but not due and payable, (3) defects or irregularities in title, and liens, charges or encumbrances, which are not such as to interfere materially with the development, operation or value of the Mortgaged Property and not such as to affect materially title thereto, (4) those set forth or referred to in Exhibit A, (5) those being contested by the Mortgagor in good faith in such manner as not to jeopardize the Trustee's and the Collateral Agent's rights in and to the Mortgaged Property, and (6) those consented to in writing by the Trustee; and

(f) Carry in standard insurance companies and in amounts satisfactory to the Trustee the following insurance: (i) workmen's compensation insurance and public liability and property damage insurance in respect of all activities in which the Mortgagor might incur personal liability for the death or injury of an employee or third person, or damage to or destruction of another's property; and (ii) to the extent such insurance is carried by others engaged in similar undertakings in the same general areas in which the Mortgaged Property is located, insurance in respect of the Operating Equipment, against loss or damage by fire, lightning, hail, tornado, explosion and other similar risks.

2.6 Recording, etc. The Mortgagor will promptly and at Mesa's expense, record, register, deposit and file this and every other instrument in addition or supplemental hereto in such offices and places and at such times and as often as may be necessary to preserve, protect and renew the lien hereof as a lien on real or personal property as the case may be and the rights and remedies of the Trustee and of the Collateral Agent, and otherwise will do and perform all matters or things necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States of America or of any other competent authority, for the purpose of effectively creating, maintaining and preserving the lien hereof on the Mortgaged Property.

2.7 Sale or Mortgage of Mortgaged Property. Except as and to the extent permitted by Section 2.4(e) hereof, or except as to those situations wherein Mesa, under the Credit Agreement, would be permitted, the Mortgagor will not sell, convey, mortgage, pledge, or otherwise dispose of or encumber the Mortgaged Property nor any portion thereof, nor any of the Mortgagor's right, title or interest therein without first securing the express written consent of the Trustee and the Collateral Agent; and the Mortgagor will not enter into any arrangement with any gas pipeline company or other consumer of Hydrocarbons regarding the Mortgaged Property whereby said gas pipeline company or consumer may set off any claim against the Mortgagor by withholding payment for any Hydrocarbons actually delivered.

2.8 Records, Statements and Reports. The Mortgagor will keep proper books of record and account in which complete and correct entries will be made of the Mortgagor's transactions in accordance with generally accepted accounting principles

and will furnish or cause to be furnished to the Collateral Agent (a) as soon as possible upon request, not more than once a year, reports prepared by an independent person or firm acceptable to the Collateral Agent concerning, (1) the quantity of Hydrocarbons recoverable from the Mortgaged Property, (2) the projected income and expense attributable to the Mortgaged Property, and (3) the expediency of any change in methods of treatment or operation of all or any wells productive of Hydrocarbons, any new drilling or development, any method of secondary recovery by repressuring or otherwise, or any other action with respect to the Mortgaged Property, the decision as to which may increase or reduce the quantity of Hydrocarbons ultimately recoverable, or the rate of production thereof, and (b) as soon as possible on request, monthly, a report showing the gross proceeds from the sale of Hydrocarbons produced from the lands described in Exhibit A (including any thereof taken by the Mortgagor for the Mortgagor's own use), the quantity of such Hydrocarbons sold, the severance, gross production, occupation, or gathering taxes deducted from or paid out of such proceeds, the number of wells operated, drilled or abandoned, and such other information as the Collateral Agent may reasonably request (such reports referred to in clauses (a) and (b) above shall set forth such information on a lease or unit basis).

2.9 No Governmental Approvals. The Mortgagor warrants that no approval or consent of any regulatory or administrative commission or authority, or of any other governmental body, is necessary to authorize the execution and delivery of this instrument, or that such approvals as are required have been obtained; and that no such approval or consent is necessary to authorize the observance or performance by the Mortgagor of the covenants herein contained, or that such approvals as are required have been obtained or will be obtained promptly.

2.10 Right of Entry. The Mortgagor will permit the Trustee, the Administrative Agent or the Collateral Agent,or the agents of any of them, to enter, at their sole risk, upon the Mortgaged Property, and all parts thereof, for the purpose of investigating and inspecting the condition and operation thereof.

2.11 Qualification to do Business; Maintenance of Existence. The Mortgagor will continue to be duly qualified to transact business in every state in which any part of the Mortgaged Property is located and in each state where the conduct of its business requires it to be qualified, and will not, without the express prior written consent of the Trustee and the Collateral Agent, consolidate with or merge with any other entity.

ARTICLE III
Assignment of Production

3.1 Assignment. As further security for the payment of the Indebtedness, the Mortgagor hereby transfers, assigns, warrants and conveys to the Collateral Agent, and grants the Collateral Agent a security interest in, effective as of the date hereof, at 7:00 o'clock A.M., local time, all Hydrocarbons which are

thereafter produced and which accrue to the Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Collateral Agent by virtue of the provisions of this Article, are authorized and directed to treat and regard the Collateral Agent as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Collateral Agent, and shall be under no obligation to see to the application by the Collateral Agent of any such proceeds or payments received by it; provided, however, that, until the Collateral Agent or the Mortgagor shall have instructed such parties to deliver such Hydrocabons and all proceeds therefrom directly to the Collateral Agent (which such instructions may be given only after the occurence of an event of default, as herein defined, but the giving of such instructions shall as to all such parties be conclusive as to the occurence of an event of default), such parties shall be entitled to deliver such Hydrocarbons and all proceeds therefrom to the Mortgagor.

3.2 Application of Proceeds. All payments received by the Collateral Agent pursuant to Section 3.1 hereof shall be placed in a cash collateral account at the Collateral Agent and on the first day of each month applied, as follows:

First: To the payment and satisfaction of all costs and expenses incurred in connection with the collection of such proceeds and the payment and reimbursement of all items of the Indebtedness.

Second: To the payment and satisfaction of the accrued interest on the Indebtedness.

Third: To the amounts of principal then due and owing on the Loans, to the extent (but only to the extent) that the same shall be Indebtedness.

Fourth: The balance, if any, shall either be applied on the then unmatured principal amounts of the Loans, to the extent (but only to the extent) that the same shall be Indebtedness, such application to be as the Collateral Agent may select, or, at the option of the Collateral Agent, released to Mesa.

3.3 No Liability of the Collateral Agent in Collecting. The Collateral Agent is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagor for funds actually received.

3.4 Assignment Not a Restriction on the Collateral Agent's Rights. Nothing herein contained shall detract from or limit the absolute obligation of Mesa to make payment of the Indebtedness regardless of whether the proceeds assigned by this Article are sufficient to pay the same, and the rights under this Article shall be in

addition to all other security now or hereafter existing to secure the payment of the Indebtedness.

3.5 Status of Assignment. Notwithstanding the other provisions of this Article, the Trustee or any receiver appointed in judicial proceedings for the enforcement of this instrument shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after any Note has been declared due and payable in accordance with the provisions of Section 4.1 hereof and to apply all of said proceeds as provided in Section 3.2 hereof. Upon any sale of the Mortgaged Property or any part hereof pursuant to Article V hereof, the Hydrocarbons thereafter produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Article.

3.6 Indemnity. Mesa agrees to indemnify the Trustee and the Collateral Agent against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature (all hereinafter in this Section 3.6 called "claims") made against or incurred by them or any of them as a consquence of the assertion, either before or after the payment in full of the Indebtedness, that they or any of them received Hydrocarbons herein assigned or the proceeds thereof claimed by third persons, and the Trustee and the Collateral Agent shall have the right to defend against any such claims, employing attorneys therefor, and unless furnished with reasonable indemnity, they or any of them shall have the right to pay or compromise and adjust all such claims. Mesa will indemnify and pay to the Trustee or the Collateral Agent any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Collateral Agent and the Trustee or any of them. The obligations of Mesa as hereinabove set forth in this Section 3.6 shall survive the release of this instrument.

ARTICLE IV
Events of Default

4.1 Events of Default. In case any one or more of the following "events of default" shall occur and shall not have been remedied:

(a) default by Mesa, and the continuance thereof for five (5) days, in the payment of principal of or interest on any Note, or in the payment of any other Indebtedness secured hereby, when due;

(b) the occurrence of an "Event of Default" under the terms and provisions of the Credit Agreement;

(c) the Partnership, Mesa or any of its subsidiaries shall fail to pay at maturity, or within any applicable period of grace, any of its indebtedness for borrowed money in excess of $5,000,000, or the Partnership, Mesa

or any of Mesa's subsidiaries shall fail to observe or perform any term, covenant or agreement contained in any agreement or instrument by which it is bound evidencing or securing or relating to any of such indebtedness, for such period of time as would cause, or would permit (assuming the giving of appropriate notice if required) the holder or holders thereof or of any obligations issued thereunder to cause acceleration of the maturity thereof or of any such obligation;

(d) either the Partnership or Mesa shall (1) become insolvent, (2) generally fail to pay, or admit in writing its inability to pay, debts as they become due, (3) make a general assignment for the benefit of creditors, (4) apply for, consent to, or acquiesce in the appointment of, a trustee, receiver or other custodian for the Mortgagor or any property thereof, or (5) commence any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law (or consent to or acquiesce in any such case or proceeding commenced against it);

(e) a trustee, receiver or other custodian shall be appointed for either the Partnership or Mesa or for a substantial part of the property of either and shall not be discharged within forty-five (45) days, or any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law shall be commenced against either of the Partnership or Mesa and (if not consented to or acquiesced in by the Partnership or Mesa) shall remain for forty-five (45) days undismissed:

(f) any warranty or representation made herein shall prove to be untrue in any material respect on the date when made;

(g) failure by the Mortgagor, within thirty (30) days after notice thereof from the Administrative Agent or Collateral Agent,to cure a default in the due performance or observance of any covenant or agreement contained in this instrument;

(h) any substantial part of the property or assets of either the Partnership or Mesa or any part of the Mortgaged Property shall be attached or shall be placed in the hands of a receiver or receivers, or trustee or trustees, or other officer or officers, or representative or representatives of a court or of creditors and said attachment or said receivership shall continue for any period of forty-five (45) consecutive days;

(i) the title of Mortgagor to the Mortgaged Property or any substantial part thereof shall become the subject matter of litigation which would or might, in the Administrative Agent's or the Collateral Agent's opinion, upon final determination result in substantial impairment or loss of the security provided by this instrument and upon notice by the

Administrative Agent or the Collateral Agent to the Mortgagor such litigation is not dismissed within thirty (30) days of such notice;

then and in any such event the Collateral Agent, at its option, may declare the entire unpaid principal of and the interest accrued on the Notes and all other Indebtedness secured hereby to be forthwith due and payable, without any notice or demand of any kind, both of which are hereby expessly waived.

ARTICLE V
Enforcement of the Security

5.1 Notice to Mortgagor, Distribution of Partnership's Property. Upon the occurrence of an event of default and if such default shall be continuing, the Collateral Agent shall furnish the Mortgagor with notice of such default and of any anticipated sale or foreclosure of the Mortgaged Property. Within twenty-one (21) days after receipt by the Mortgagor of said notice, the Partnership shall distribute to Mesa the Mortgaged Property attributable to Mesa's Ownership Interest (as that term is defined in the Partnership Agreement) therein, and the conveyance or assignment effecting such distribution shall be made subject to the lien and security interests created by this instrument. Also within said twenty-one (21) day period, the Partnership shall distribute undivided interests in the Limited Partners' Property to Texaco and Sequoia in proportion to the respective Ownership Interest (as that term is defined in the Partnership Agreement) of each in said Limited Partners' Property, and the conveyance or assignment effecting such distribution shall be made free and clear of the lien and security interests created by this instrument.

5.2 Power of Sale of Real Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default and if such event shall be continuing, and after the Collateral Agent furnishes the Mortgagor with the notice provided for in Section 5.1 hereof, the Trustee shall have the right and power to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as he may elect, the real property constituting a part of the Mortgaged Property, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustee may deem appropriate, and to make conveyance to the purchaser or purchasers; and the Mortgagor shall warrant title to such real property to such purchaser or purchasers. The Trustee may postpone the sale of all or any portion of such real property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and the Trustee may make other and successive sales until all of the trust estate be legally sold.

5.3 Rights of the Trustee With Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default and if

such event shall be continuing, and after the Collateral Agent furnishes the MOrtgagor with the notice provided for in Section 5.1 hereof, the Trustee will have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property, and for this purpose the Trustee may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Trustee may require the Mortgagor to assemble such personal property and make it available to the Trustee at a place to be designated by the Trustee which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Trustee will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first class mail, postage prepaid, to the Mortgagor at the address shown below the signatures at the end of this instrument at least five (5) days before the time of the sale or disposition.

5.4 Rights of the Trustee With Respect to Fixtures Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default and if such event shall be continuing, and after the Collateral Agent furnishes the Mortgagor with the notice provided for in Section 5.1 hereof, the Trustee may elect to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and proceed to exercise such rights as apply to such type of collateral.

5.5 Judicial Proceedings. Upon occurrence of an event of default and if such event shall be continuing, and after the Collateral Agent furnishes the Mortgagor with the notice provided for in Section 5.1 hereof, the Trustee, in lieu of or in addition to exercising any power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy.

5.6 Possession of the Mortgaged Property. It shall not be necessary for the Trustee to have physically present or constructively in their possession at any sale held by the Trustee or by any court, receiver or public officer any or all of the Mortgaged Property, and the Mortgagor shall deliver to the purchaser at such sale on the date of sale the Mortgaged Property purchased by such purchasers at such sale, and if it should be impossible or impracticable for any of such purchasers to take actual delivery of the Mortgaged Property, then the title and right of possession to the Mortgaged Property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

5.7 Certain Aspects of a Sale. The Collateral Agent and the Administrative Agent shall have the right to become the purchaser at any sale held by the Trustee or by any court, receiver or public officer, and the Collateral Agent and the Administrative Agent shall have the right to credit upon the amount of the bid made therefor, the amount payable out of the net proceeds of such sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, and the interest accrued on, the Notes after the same have become due and payable, advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

5.8. Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Trustee, or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or non-application thereof.

5.9. Effect of Sale. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of the Mortgagor of, in and to the Mortgaged Property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor, and the Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Mortgagor, or the Mortgagor's successors or assigns. Nevertheless, the Mortgagor, if requested by the Trustee so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

5.10. Application of Proceeds. The proceeds of any sale of the Mortgaged Property, or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied as follows:

First: To the payment of all expenses incurred by the Trustee in the performance of their duties including, without limiting the generality of the foregoing, all expenses of any entry, or taking of possession, of any sale, of advertisement thereof, and of conveyances, and as well, court costs, compensation of agents and employees and legal fees;

Second: To the payment of the Indebtedness, with interest, to the date of such payment, as specified in Section 1.1 hereof;

Third: Any surplus thereafter remaining shall be paid to the Mesa or Mesa's successors or assigns, as their interests shall appear.

5.11 Mortgagor's Waiver of Appraisement, Marshalling, etc. Rights. The Mortgagor agrees, to the full extent that the Mortgagor may lawfully so agree, that the Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, so far as the Mortgagor or those claiming through or under the Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws; provided, however, that appraisment of any Mortgaged Property located in the State of Oklahoma is hereby expressly waived or not, at the option of the Trustee, such option to be executed prior to or at the time the judgment is rendered in any foreclosure hereof. The Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, waives, to the extent that the Mortgagor may lawfully do so, any and all right to have the Mortgaged Property marshalled upon any foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety. If any law in this paragraph referred to and now in force, of which the Mortgagor or the Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph. Pursuant to Section 39-5-19, New Mexico Statutes, Annotated, 1978 Comp., as amended, the Mortgagor agrees that as to the Mortgaged Property situated in the State of New Mexico, the redemption period shall be shortened to one month.

5.12 Costs and Expenses. All costs and expenses (including attorneys' fees) incurred by the Trustee, the Administrative Agent or the Collateral Agent in protecting and enforcing their rights hereunder, shall constitute a demand obligation owing by Mesa to the party incurring such costs and expenses and shall draw interest at an annual rate equal to the highest rate of interest from time to time accruing on the Notes plus one percent (1%) until paid, all of which shall constitute a portion of the Indebtedness, provided, however, that in no event shall such interest rate ever exceed the Highest Lawful Rate.

5.13 Sale of Property in Texas. Upon the occurrence of an event of default and if such event shall be continuing, and after the Collateral Agent furnishes the Mortgagor with the notice provided for in Section 5.1 hereof, the Trustee is hereby authorized and empowered to sell any part of the Mortgaged Property located in the State of Texas at public sale to the highest bidder for cash at the door of the county courthouse of the county in Texas in which the Texas portion of the Mortgaged

Property or any part thereof is situated, as herein described, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after advertising the time; place, and terms of said sale, and the portion of the Mortgaged Property to be sold, by posting (or having some person or persons acting for the Trustee post) for at least twenty-one (21) days preceding the date of the sale, written or printed notice of the proposed sale at the courthouse door of said county in which the sale is to be made; and if such portion of the Mortgaged Property lies in more than one county, one such notice of sale shall be posted at the courthouse door of each county in which such part of the Mortgaged Property is situated and such part of the Mortgaged Property may be sold at the courthouse door of any one of such counties, and the notice so posted shall designate in which county such property shall be sold. In addition to such posting of notice, the Collateral Agent or other holder of the Indebtedness hereby secured shall, at least twenty-one (21) days preceding the date of sale, file a copy of such notice(s) in the office of the county clerk in each of such counties and serve or cause to be served written notice of the proposed sale by certified mail on Mortgagor and on each other debtor, if any, obligated to pay the Indebtedness hereby secured according to the records of the Collateral Agent. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper properly addressed to Mortgagor and such other debtors at their most recent address or addresses as shown by the records of the Collateral Agent in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such a service was completed shall be prima facie evidence of the fact of service. The Mortgagor agrees that no notice of any sale, other than as set out in this paragraph, need be given by the Trustee, the Administrative Agent, the Collateral Agent or any other person. The Mortgagor hereby designates as its address for the purpose of such notice, the address set out on the signature page hereof; and agrees that such address shall be changed only by depositing notice of such change enclosed in a postpaid wrapper in a post office or official depository under the care and custody of the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the Collateral Agent or other holder of the Indebtedness secured hereby at the address for the Collateral Agent set out herein (or to such other address as the Collateral Agent or other holder of the Indebtedness secured hereby may have designated by notice given as above provided to Mortgagor and such other debtors). Any such notice of change of address of Mortgagor or other debtors or of the Collateral Agent or of other holder of the Indebtedness secured hereby shall be effective three (3) business days after such deposit if such post office official depository is located in the State of Texas, otherwise to be effective upon receipt. The Mortgagor authorizes and empowers the Trustee to sell the Texas portion of the Mortgaged Property in lots or parcels or in its entirety as the Trustee shall deem expedient; and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto by fee simple title, with evidence of general warranty by the Mortgagor, and the title of such purchaser or purchasers when so made by the Trustee, the Mortgagor binds itself to warrant and forever defend. Where portions of the Mortgaged Property lie in different counties, sales in such counties may be conducted in any order that the Trustee may deem expedient; and one or more such sales may be conducted in the same month, or in successive or different months as the Trustee may deem expedient.

5.14 Operation of Property by the Trustee. Upon the occurrence of an event of default and in addition to all other rights herein conferred on the Trustee, the Trustee (or any person, firm or corporation designated by the Trustee) shall have the right and power, but shall not be obligated, to enter upon and take possession of any of the Mortgaged Property, and to exclude the Mortgagor, and the Mortgagor's agents or servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that the Mortgagor shall be at the time entitled and in his place and stead. The Trustee, or any person, firm or corporation designated by the Trustee, may operate the same without any liability to the Mortgagor in connection with such operations, except to use ordinary care in the operation of such properties, and the Trustee or any person, firm or corporation designated by the Trustee, shall have the right to collect, receive and receipt for all Hydrocarbons produced and sold from said properties, to make repairs, purchase machinery and equipment, conduit and power, but shall not be obligated, to enter work-over operations, drill additional wells and to exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property. When and if the expenses of such operation and development (including costs of unsuccessful work-over operations or additional wells) have been paid and the Indebtedness paid, said properties shall, if there has been no sale or foreclosure, be returned to the Mortgagor.

ARTICLE VI.
Security Agreement

Without limiting any of the provisions of this instrument, to secure the Indebtedness the Mortgagor (referred to in this Article as "Debtor"), expressly GRANTS unto the Collateral Agent, as Secured Party (referred to in this Article as "Secured Party", whether one or more), a security interest in all the properties covered by this instrument (including both those now and those hereafter existing) to the full extent that such properties may be subject to the Uniform Commercial Code of the state or states where such properties are located. The security interest granted hereby also covers and includes all fixtures, contract rights, general intangibles, and accounts with respect to said Mortgaged Properties and all products and proceeds of said properties (said properties, fixtures, contract rights, general intangibles,accounts, products and proceeds being hereinafter collectively referred to as the "Collateral" for the purposes of this Article). Debtor covenants and agrees with Secured Party that:

(a) In addition to and cumulative of any other remedies granted in this instrument to Secured Party or to the Trustee, Secured Party may, in event of default, proceed under said Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a secured party after default under said Uniform Commercial Code, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said Uniform

Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs and expenses and attorneys' fees and legal expenses thereby incurred by Secured Party, and toward payment of the Indebtedness in such order or manner as Secured Party may elect.

(b) Upon a default, and after the Collateral Agent furnishes the Mortgagor with the notice provided for in Section 5.1 hereof, Secured Party shall have the right (without limitation) to take possession of the Collateral and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

(c) To the extent permitted by law, Debtor expressly waives any notice of sale or other disposition of the Collateral and any other right or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, Debtor agrees that if such notice is mailed, postage prepaid, to Debtor at the address shown with Debtor's signature hereinbelow at least ten (10) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(d) Upon a default, and after the Collateral Agent furnishes the Mortgagor with the notice provided for in Section 5.1 hereof, Secured Party is expressly granted the right, at its option, to transfer at any time to itself or to its nominee the Collateral, or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the Indebtedness, whether or not then due, in such order or manner as Secured Party may elect. All rights to marshalling of assets of Debtor, including any such right with respect to the Collateral, are hereby waived.

(e) All recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matter stated therein, no other proof shall be required to establish full legal propriety of the sale or other action or of any fact, condition or thing incident thereto, and all prerequisites of such sale or other action and of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

(f) Upon a default, and after the Collateral Agent furnishes the Mortgagor with the notice provided for in Section 5.1 hereof, Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be added to the Indebtedness.

(g) Should Secured Party elect to exercise its rights under said Uniform Commercial Code as to part of the personal property and fixtures described herein, this election shall not preclude Secured Party or the Trustees from exercising the rights and remedies granted by the preceding paragraphs of this instrument as to the remaining personal property and fixtures.

(h) Secured Party may, at its election, at any time after delivery of this instrument, sign one or more photocopies hereof in order that such photocopies may be used as a financing statement under said Uniform Commercial Code. Such signature by Secured Party may be placed between the last sentence of this instrument and the Debtor's acknowledgment or may follow the Debtor's acknowledgment. Secured Party's signature need not be acknowledged and is not necessary to the effectiveness hereof as a deed of trust, mortgage, assignment, pledge or security agreement.

(i) So long as any amount remains unpaid on the Indebtedness, Debtor will not execute nor file in any public office any financing statement or statements affecting the Collateral other than financing statements in favor of Secured Party hereunder, unless the prior written specific consent and approval of Secured Party shall have first been obtained.

(j) Secured Party is authorized to file, in any jurisdiction where Secured Party deems it necessary, a financing statement or statements, and at the request of Secured Party, Debtor will join Secured Party in executing one or more financing statements pursuant to said Uniform Commercial Code in form satisfactory to Secured Party, and will pay the cost of filing or recording this or any other instrument, as a financing statement, in all public offices at any time and from time to time whenever filing or recording of any financing statement or of this instrument is deemed by Secured Party to be necessary or desirable. This instrument or photocopies hereof, as a financing statement, is to be filed for record in the real estate records of each county in which any of the

Mortgaged Property is located and, when so filed, will be effective as a financing statement covering fixtures located on oil and gas properties (and accounts arising therefrom) which are to be financed at the wellhead of the wells located on the real estate described on Exhibit A.

(k) The office where the records of Debtor with respect to the Collateral and the Mortgaged Property are kept is located at the address shown opposite the signature of Debtor hereto, and Debtor agrees that the place at which such records are kept will not be changed without thirty (30) days' prior written notice to the Secured Party.

Debtor further warrants and represents to Secured Party that, except for the security interest granted hereby in the Collateral and other claims previously disclosed in writing to Secured Party, Debtor is the owner and holder of the Collateral, free of any material adverse claim, security interest or encumbrance, and Debtor agrees to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtor further warrants and represents that it has not heretofore signed any financing statement covering the Collateral and no financing statement signed by Debtor covering the Collateral is now on file in any public office except those statements true and correct copies of which have been delivered to Secured Party.

ARTICLE VII
Miscellaneous

7.1 Pooling and Unitization. The Mortgagor shall have the right, and is hereby authorized, to pool or unitize all or any part of any tract of land described in Exhibit A, insofar as related to the Mortgaged Property, with adjacent lands, leaseholds and other interests, when, in the reasonable judgment of the Mortgagor, it is necessary or advisable to do so in order to form a drilling unit to facilitate the orderly development of that part of the Mortgaged Property affected thereby, or to comply with the requirements of any law or governmental order or regulation relating to the spacing of wells or proration of the production therefrom; provided, however, that any unit so formed for the production of oil shall not substantially exceed 160 acres, and any unit so formed for the production of gas shall not substantially exceed 640 acres, unless a larger area is required to conform to an applicable law or governmental order or regulation relating to the spacing of wells or to obtain the maximum allowable production under any applicable law or governmental order or regulation relating to the proration of production therefrom; and further provided that the Hydrocarbons produced from any unit so formed shall be allocated among the separately owned tracts or interests comprising the unit in proportion to the respective surface areas thereof or in such proportion as is prescribed by applicable law. Any unit so formed may relate to one or more zones or horizons, and a unit formed for a particular zone or horizon need not conform in area to any other unit relating to a different zone or horizon, and a unit formed for the production of oil

need not conform in area with any unit formed for the production of gas. Upon the written request of the Collateral Agent, as to all such units theretofore formed, and thereafter immediately after formation of any such unit, the Mortgagor shall furnish to the Trustee a true copy of the pooling agreements, declarations of pooling or other instruments creating such units, in such number of counterparts as the Trustee may reasonably request. The interest in any such unit attributable to the Mortgaged Property (or any part thereof) included therein shall become a part of the Mortgaged Property and shall be subject to the lien hereof in the same manner and with the same effect as though such unit and the interest of the Mortgagor therein were specifically described in Exhibit A. The Mortgagor may enter into pooling or unitization agreements not hereinabove authorized only with the prior written consent of the Trustee.

7.2 Successor Trustee. The Trustee may resign in writing addressed to the Collateral Agent or be removed at any time with or without cause by an instrument in writing duly executed by the Collateral Agent. In case of the death, resignation or removal of a Trustee, one or more successor Trustee all the estate and title of the prior Trustee in all of the Mortgaged properties and such successor Trustee may be appointed by the Collateral Agent from time to time by instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirement without other formality than appointment and designation in writing. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation this conveyance shall vest in the named successor Trustee all the estate and title of the prior Trustee in all of the Mortgaged Property and such successor Trustee shall thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the prior Trustee. All references herein to the Trustee shall be deemed to refer to the Trustees from time to time acting hereunder.

7.3 Legal Proceedings By and Against Trustee. The Trustee shall not be required to take any action for the enforcement of this instrument or the exercise of any rights or remedies hereunder or to appear in or defend any action, suit or other proceeding in connection therewith, where, in the opinion of the Trustees, such action will be likely to involve him in expense or liability, unless the Trustee be tendered security and indemnity satisfactory to him against cost, expense or liability in connection therewith.

7.4 Responsibilities of Trustee. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this instrument or of any instrument supplemental hereto, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Mortgaged Property or against the Mortgagor or to see to the performance or observance by the Mortgagor of any of the covenants or agreements herein contained. The Trustee shall not be responsible for the execution, acknowledgment or validity of this instrument or of any instrument supplemental hereto or of the

Notes, or for the sufficiency of the security purported to be created hereby, and the Trustee makes no representation in respect thereof or in respect of the rights of the holder of any of the Notes. The Trustee shall have the right to consult with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of such counsel. The Trustee shall not incur any personal liability hereunder except for their own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by them hereunder which is believed by them in good faith to be genuine.

7.5 Advances by the Collateral Agent or Trustee. Each and every covenant herein contained shall be performed and kept by the Mortgagor solely at Mesa's expense. If the Mortgagor shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this instrument, the Collateral Agent, the Trustee or any receiver appointed hereunder, may, but shall not be obligated to, make advances to perform the same in the Mortgagor's behalf, and Mesa hereby agrees to repay such sums upon demand plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Notes plus one percent (1%) until paid or, in the event any promissory note evidences such indebtedness, upon the terms and conditions thereof. No such advance shall be deemed to relieve the Mortgagor from any default hereunder, provided, however, that in no event shall such interest rate ever exceed the Highest Lawful Rate.

7.6. Defense of Claims. The Mortgagor will notify the Trustee, in writing, promptly of the commencement of any legal proceedings affecting the lien hereof or the Mortgaged Property, or any part thereof, and will take such action, employing attorneys agreeable to the Trustee, as may be necessary to preserve the Mortgagor's, the Trustee's and the Collateral Agent's rights affected thereby; and should the Mortgagor fail or refuse to take any such action, the Trustee or the Collateral Agent may, upon giving prior written notice thereof to the Mortgagor, take such action on behalf and in the name of the Mortgagor and at Mesa's expense. Moreover, the Collateral Agent, or the Trustee on behalf of the Collateral Agent, may take such independent action in connection therewith as they may in their discretion deem proper, Mesa hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Notes plus one percent (1%) will, on demand, be reimbursed to the Collateral Agent, the Trustee or any receiver appointed hereunder; provided, however, that in no event shall such interest rate ever exceed the Highest Lawful Rate.

7.7 Property to Revert. If the Indebtedness shall be fully paid and the covenants herein contained shall be well and truly performed, then all of the Mortgaged Property shall revert to the Mortgagor and the entire estate, right, title and interest of the Trustee and the Collateral Agent shall thereupon cease; and the Trustee in such case shall, upon the request of the Mortgagor and at Mesa's cost and expense, deliver to the Mortgagor, proper instruments acknowledging satisfaction of this instrument.

7.8 Renewals, Amendments and Other Security. Renewals and extensions of the Indebtedness may be given at any time and amendments may be made to agreements relating to any part of such Indebtedness or the Mortgaged Property and the Collateral Agent may take or may now hold other security for the Indebtedness without notice to or consent of the Mortgagor. The Trustee or the Collateral Agent may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment or either security, and such action shall not be a waiver of any rights conferred by this instrument, which shall continue as a first lien upon the Mortgaged Property not expressly released until the Indebtedness secured hereby is fully paid.

7.9 Instrument an Assignment, Etc. This instrument shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof.

7.10 Subrogation. To the extent that any of the Indebtedness represents funds utilized to satisfy any outstanding indebtedness or obligations secured by liens, rights or claims against the Mortgaged Property or any part thereof, the Collateral Agent shall be subrogated to any and all liens, rights, superior titles and equities owned or claimed by the holder of any such outstanding indebtedness or obligation so satisfied, however remote, regardless of whether said liens, rights, superior titles and equities are by the holder(s) thereof assigned to the Collateral Agent or released.

7.11 No Usury Intended. Any provision contained herein or in any other instrument evidencing or relating to any secured indebtedness to the contrary notwithstanding, neither the Collateral Agent nor any Bank, Administrative Agent, Collateral Agent or Agent nor the holder of any other secured indebtedness shall be entitled to receive or collect, nor shall Mesa be obligated to pay, interest on any of the secured indebtedness in excess of the maximum nonusurious rate of interest permitted by applicable law from time to time in effect, and if any provision of any such instrument shall ever be construed or held to permit the collection or to require the payment of any amount of interest in excess of the maximum amount from time to time permitted by applicable law, the provisions of this section shall control and shall override any contrary or inconsistent provision of such instrument.

7.12 Unenforceable or Inapplicable Provisions. If any provision hereof or of the Notes is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Notes shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee, the Collateral Agent and the Administrative Agent in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Mortgaged Property is situated shall be deemed inapplicable to, and not used in, the interpretation hereof.

7.13 Rights Cumulative. Each and every right, power and remedy herein given to the Trustee, the Collateral Agent or the Administrative Agent shall be cumulative and not exclusive; and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time, and so often and in such order as may be deemed expedient by the Trustee, or the Collateral Agent or the Administrative Agent, as the case may be, and the exercise,or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustee, the Collateral Agent or the Administrative Agent in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.14 Waiver by Trustee. Any and all covenants in this instrument may from time to time by instrument in writing signed by the Trustee be waived to such extent and in such manner as the Trustee may desire, but no such waiver shall ever affect or impair either the Trustee's, the Collateral Agent's or the Administrative Agent's rights or liens hereunder, except to the extent specifically stated in such written instrument.

7.15 Successors and Assigns. This instrument is binding upon the Mortgagor, the Mortgagor's successors and assigns, and shall inure to the benefit of the Trustee, his successors and assigns, and the Collateral Agent and the Administrative Agent and their respective successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

7.16 Article and Section Headings. The article and section headings in this instrument are inserted for convenience and shall not be considered a part of this instrument or used in its interpretation.

7.17 Counterparts. This instrument may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular counterpart portions of Exhibit A which describe properties situated in Counties other than the County in which such counterpart is to be recorded may have been omitted.

7.18 Notices. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon Mortgagor shall be sufficiently given when mailed by First Class Mail, addressed to Mortgagor at the address shown below the signatures at the end of this Mortgage or to such different address as Mortgagor shall have designated by written notice received the the Collateral Agent or the Trustee.

IN WITNESS WHEREOF, the Mortgagor has executed or caused to be executed this Mortgage, Deed of Trust, Assignment of Production and Security

Agreement in multiple originals on the 19th day of September, 1984 to be effective on the 20th day of September, 1984.

The address of the Mortgagor is:

One Mesa Square
Amarillo, Texas 79189

MORTGAGOR

MESA PETROLEUM CO.

By: David H. Batchelder
David H. Batchelder
Vice President - Finance and Treasurer

[corporate seal]

ATTEST:

James J. Davis
Assistant Secretary

MTS LIMITED PARTNERSHIP

By Mesa Petroleum Co.,
Its General Partner

By: David H. Batchelder
David H. Batchelder
Vice President - Finance and Treasurer

[corporate seal]

ATTEST:

James J. Davis
Assistant Secretary

The address of the Trustee is:

712 Main Street
Houston, Texas 77002

SECURED PARTIES

Lloyd L. Bolton, Trustee

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION
As the Collateral Agent

By: Steve Emshoff
Steve Emshoff, Vice President

(corporate seal)
ATTEST:
Secretary

Witnesses:

Margaret Hubert

Mary Elizabeth Henry

THE STATE OF TEXAS)
)
COUNTY OF HARRIS) ss.:

BE IT REMEMBERED that I, SUSAN PIERCE, a Notary Public duly qualified, commissioned sworn and acting in and for the Company and State aforesaid, hereby certify that, on this 19th day of September, 1984, there appeared before me severally each of the following persons, each being the designated officer of the corporation set opposite his name, and such corporation being a party to the foregoing instrument:

David H. Batchelder, the Vice President - Finance and Treasurer , and James J. Davis the Assistant Secretary of Mesa Petreoleum Co., a Delaware corporation, whose address is One Mesa Square, Amarillo, Texas.

KANSAS

Before me on this day personally appeared the aforementioned persons, to me personally well known, who stated that they held the offices in the corporation set forth opposite their names above and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

COLORADO

The foregoing instrument was acknowledged before me on this day by the above individuals on behalf of the corporation.

OKLAHOMA

Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names of the respective makers thereof to the foregoing instrument in the capacities set forth oposite the name of the aforesaid persons as the free and voluntary act and deed of the corporation set opposite his name for the uses and purposes therein set forth.

MONTANA
and
NORTH DAKOTA

Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

NEW MEXICO
and
NEBRASKA

The foregoing instrument was acknowledge before me on this day by the designated officer of the corporation set opposite his name, on behalf of said corporation, acting in said capacity.

TEXAS

Before me on this day personally appeared each such person, each of whom is known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the designated officer of the corporation set opposite his name, and each acknowledged to me that he executed said instrument for the purposes and consideration therin expressed, and as the act and deed of the corporation set opposite his name.

UTAH

Personally appeared before me each such person who, being by me duly sworn did say, that they are the designated officers of the corporation set opposite his name, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said persons acknowledged to me that said corporation executed the same.

WYOMING

The foregoing instrument was acknowledged before me by the above individuals on this day.

L P
Notary Public

My commission expires:

SUSAN PIERCE
Notary Public in and for the State of Texas
My Commission Expires January 16, 1985

THE STATE OF TEXAS)
)
COUNTY OF HARRIS) ss.:

BE IT REMEMBERED that I, SUSAN PIERCE, a Notary Public duly qualified, commissioned sworn and acting in and for the Company and State aforesaid, hereby certify that, on this 17th day of September, 1984, there appeared before me severally each of the following persons, each being either a Trustee or else the designated officer of the association set opposite his name, and such Trustee and association being a party to the foregoing instrument:

David H. Batchelder, the Vice President - Finance and Treasurer and James J. Davis, the Assistant Secretary of Mesa Petroleum Co., a Delaware corporation, General Partner of MTS Limited Partnership, a Texas limited partnership whose address is One Mesa Square, Amarillo, Texas, on behalf of said limited partnership.

KANSAS

Before me on this day personally appeared the aforementioned persons, to me personally well known, who stated that they held the offices in the corporation set forth opposite their names above and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of the corporation in its capacity as General Partner of MTS Limited Partnership on behalf of said partnership, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

COLORADO

The foregoing instrument was acknowledged before me on this day by the above individuals on behalf of the said corporation in its capacity as General Partner of MTS Limited Partnership, on behalf of said partnership.

OKLAHOMA

Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names of the respective makers thereof to the foregoing instrument in the capacities set forth opposite the name of the aforesaid persons as the free and voluntary act and deed of the corporation set opposite his name in its capacity as General Partner of MTS Limited Partnership, on behalf of said partnership for the uses and purposes therein set forth.

LOUISIANA	On this date before me personally appeared each such person, to be personally known, each of whom being by me duly sworn, did say that he is the designated officer of the corporation set opposite his name and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of the corporation and was signed on behalf of the corporation by authority of its Board of Directors, and each acknowledged the instrument to be the free act and deed of the corporation set opposite his name in its capacity as General Partner of MTS Limited Partnership, on behalf of said partnership.
MONTANA and NORTH DAKOTA	Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same in its capacity as General Partner of MTS Limited Partnership, on behalf of said partnership.
NEW MEXICO and NEBRASKA	The foregoing instrument was acknowledged before me on this day by the designated officer of the corporation set opposite his name, on behalf of said corporation acting in its capacity as General Partner of MTS Limited Partnership, on behalf of said partnership.
TEXAS	Before me on this day personally appeared each such person, each of whom is known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the designated officer of the corporation set opposite his name and each acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act and deed of the corporation set opposite his name in its capacity as General Partner of MTS Limited Partnership, on behalf of said partnership.
UTAH	Personally appeared before me each such person who, being by me duly sworn did say, that they are the designated officers of the corporation set opposite his name, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said persons acknowledged to me that said corporation executed the same in its capacity as General Partner of MTS Limited Partnership, on behalf of said partnership.

WYOMING

The foregoing instrument was acknowledged before me by the above individuals on this day.

Notary Public

My commission expires:

SUSAN PIERCE
Notary Public in and for the State of Texas
My Commission Expires January 16, 1985

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

ss.:

BE IT REMEMBERED that I, SUSAN PIERCE, a Notary Public duly qualified, commissioned sworn and acting in and for the Company and State aforesaid, hereby certify that, on this 19TH day of Septemer, 1984, there appeared before me severally each of the following persons, each being either a Trustee or else the designated officer of the association set opposite his name, and such Trustee and association being a party to the foregoing instrument:

Steve Emshoff, the Vice President of Texas Commerce Bank National Association, a national banking association, whose address is 712 Main Street, Houston, Texas 77002 and Lloyd L. Bolton whose address is 712 Main Street, Houston, Texas 77002, as Trustee.

KANSAS

Before me on this day personally appeared the aforementioned persons, to me personally well known, who stated that they held the offices in the association set forth opposite their names above (or, in the case of the Trustees, were validly appointed Trustees) and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said association, (or as Trustees, as the case may be), and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

COLORADO

The foregoing instrument was acknowledged before me on this day by the above individuals on behalf of the corporation.

OKLAHOMA

Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names of the respective makers thereof to the foregoing instrument in the capacities set forth opposite the name of the aforesaid persons (except for the Trustee, who executed said instruments as Trustee) as the free and voluntary act and deed of the corporation set opposite his name (or of himself as Trustee, as the case may be) for the uses and purposes therein set forth.

LOUISIANA	On this date before me personally appeared each such person, to be personally known, each of whom being by me duly sworn, did say that he is the designated officer of the association set opposite his name (or, in the case of the Trustee, that he is validly appointed Trustee), and that the seal affixed to the foregoing instrument is the corporate seal of said association and that the instrument was signed and sealed on behalf of the association and was signed on behalf of the association by authority of its Board of Directors, and each acknowledged the instrument to be the free act and deed of the corporation set opposite his name (or of himself as Trustee, as the case may be).
MONTANA and NORTH DAKOTA	Before me personally appeared each such person, each of whom is known to me to be the officer of the association that executed the within instrument (or a Trustee, as the case may be), and acknowledged to me that such association (or Trustee, as the case may be) executed the same.
NEW MEXICO and NEBRASKA	The foregoing instrument was acknowledge before me on this day by the designated officer of the association set opposite his name, on behalf of said association, acting in said capacity.
TEXAS	Before me on this day personally appeared each such person, each of whom is known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the designated officer of the association set opposite his name (or a Trustee, as the case may be), and each acknowledged to me that he executed said instrument for the purposes and consideration therin expressed, and as the act and deed of the association set opposite his name (or of himself as Trustee, as the case may be).
UTAH	Personally appeared before me each such person who, being by me duly sworn did say, that they are the designated officers of the association set opposite his name, and that said instrument was signed on behalf of said association by authority of its Board of Directors, and said persons acknowledged to me that said association executed the same.

WYOMING

The foregoing instrument was acknowledged before me by the above individuals on this day.

[redacted]

Notary Public

My commission expires:

SUSAN PIERCE
Notary Public in and for the State of Texas
My Commission Expires January 16, 1985

543

4669. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1975 EXECUTED BY USA W-49634, AS LESSOR, IN FAVOR OF JOHN A YATES, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0019-000-0), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T29N R114W
SEC 8: ALL

MESA WORKING INTEREST: 40.00000 %
MTS WORKING INTEREST: 0.00000 %

4670. OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1976 EXECUTED BY USA W-60620, AS LESSOR, IN FAVOR OF ESTELLE C HAEFELE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0026-000-A), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T29N R114W
SEC 5: LOT 4
SEC 6: LOTS 1, 2, S/2 NE, SE
SEC 7: E/2
SEC 17: N/2 - SEC 18: SE

MESA WORKING INTEREST: 25.33333 %
MTS WORKING INTEREST: 0.00000 %

OIL, GAS, AND MINERAL LEASE DATED APRIL 01, 1976 EXECUTED BY USA W-60620, AS LESSOR, IN FAVOR OF ESTELLE C HAEFELE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0026-000-B), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T29N R114W
SEC 9: SE SE
SEC 17: S/2

MESA WORKING INTEREST: 25.33334 %
MTS WORKING INTEREST: 0.00000 %

4671. OIL, GAS, AND MINERAL LEASE DATED OCTOBER 01, 1972 EXECUTED BY USA #W-36438, AS LESSOR, IN FAVOR OF SKYLINE OIL COMPANY, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0034-000-A), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R114W
SEC 33: ALL

MESA WORKING INTEREST: 34.44444 %
MTS WORKING INTEREST: 0.00000 %

OIL, GAS, AND MINERAL LEASE DATED OCTOBER 01, 1972 EXECUTED BY USA W-35438, AS LESSOR, IN FAVOR OF SKYLINE OIL COMPANY, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0034-000-B), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R114W
SEC 34: SW NE, W/2 NW, SE NW, SW, W/2 SE

MESA WORKING INTEREST: 17.22220 %
MTS WORKING INTEREST: 0.00000 %

EXHIBIT A

[redacted] [redacted] [redacted]

4672- OIL, GAS, AND MINERAL LEASE DATED DECEMBER 01, 1975 EXECUTED BY USA W-52404, AS LESSOR, IN FAVOR OF EDWARD C REINAUER, SR. , AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0035-000-01), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T29N R115W
SEC 12: ALL

MESA WORKING INTEREST: 40.00000 %
MTS WORKING INTEREST: 0.00000 %

4673. OIL, GAS, AND MINERAL LEASE DATED JUNE 01, 1974 EXECUTED BY USA W-78475, AS LESSOR, IN FAVOR OF JOANNE PRITCHETT, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0037-000-A), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T29N R114W, 6TH P.M.
SEC 10: N/2, SE
SEC 15: E/2

MESA WORKING INTEREST: 20.00000 %
MTS WORKING INTEREST: 0.00000 %

OIL, GAS, AND MINERAL LEASE DATED JUNE 01, 1974 EXECUTED BY USA W-78475, AS LESSOR, IN FAVOR OF JOANNE PRITCHETT, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0213-0037-000-B), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T29N R114W, 6TH P.M.
SEC 10: SW

MESA WORKING INTEREST: 40.00000 %
MTS WORKING INTEREST: 0.00000 %

4674. OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 01, 1974 EXECUTED BY USA W-43213 *, AS LESSOR, IN FAVOR OF C WARD CHASE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0006-000-A), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R113W
SEC 20: NE NW

MESA WORKING INTEREST: 0.00000 %
MTS WORKING INTEREST: 50.00000 %

OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 01, 1974 EXECUTED BY USA W-43213 *, AS LESSOR, IN FAVOR OF C WARD CHASE, AS LESSEE, AND RECORDED IN THE CONVEYANCE RECORDS OF SUBLETTE COUNTY, WYOMING, IN BOOK **UNK** ON PAGE NUMBER **UNK**. (MESA LEASE NO. 01-04-WY-0275-0006-000-B), COVERING THE FOLLOWING DESCRIBED LANDS LOCATED IN SUBLETTE COUNTY:

T30N R113W
SEC 20: NW NW

MESA WORKING INTEREST: 0.00000 %
MTS WORKING INTEREST: 25.00000 %

EXHIBIT A

546

Rcd. Bk 22 Pg. 354.

MORTGAGE DEED—FORM NO. 4-A

THE MILLS COMPANY, CHEYENNE 154129

MORTGAGE

THIS MORTGAGE, made this 1st day of October, 1984, between Randy A. Dabb and Peggy A. Dabb, husband and wife of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and First Natioanl Bank of Green River of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of NINETEEN THOUSAND AND NO/100

($19,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

TRACT NO. 2, GIEBEL SUBDIVISION, SUBLETTE COUNTY, WYOMING.

203535

RECORDED October 3 1984 11:04 A M
IN BOOK 42 Mtg PAGE 546
FEES $8.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

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 Nineteen 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.

Randy A. Dabb

Peggy A Dabb

INDIVIDUAL ACKNOWLEDGMENT

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

On this 1st day of October, 1984, before me personally appeared

Randy A. Dabb and Peggy A. Dabb, husband and wife

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

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

My commission expires: 3-30-84

Linda J. Kowcick

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of , 19, before me personally appeared

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

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

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of , 19, before me personally appeared

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

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

My commission expires:

20356

REAL ESTATE MORTGAGE

FORM FLB 208 (Rev. 1-77)

FILED October 4 1984 11:04 A.M.
BOOK 42 Mtg PAGE 549
FEES 7.50 Land Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK Lee D. McElwine

Date September 14, 1984

Jewett Land and Livestock Company, a Wyoming Corporation

, 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.
SW¼ SE¼; and SW¼	22		
W½ NW¼; and SW¼	25		
N½; and SE¼; and N½ SW¼; and SE¼ SW¼	26		
W½; and N½ NE¼	27		
NE¼ NE¼; and S½ NE¼; and N½ SE¼	28		
NE¼ NE¼	35		
All in		32N	111 W 6th P.M.
All	17		
NE¼ NE¼; and S½ NE¼; and SE¼	18		
N½ NE¼	19		
NE¼; and N½ NW¼; and SE¼ NW¼; and NE¼ SE¼	20		
W½ NW¼; and NW¼ SW¼	21		
All in		33N	112 W 6th P.M.

containing 3,120 acres, more or less, together with all of the right, title, and interest (now owned or hereafter acquired) of the Mortgagors in said property, including all buildings, improvements, fixtures, or appurtenances thereon or hereafter placed thereon; all water, irrigation, and drainage rights; the tenements, hereditaments, and appurtenances thereto and the rents, issues, crops, and profits arising from said lands; and (if the Mortgagors' rights in the public domain are required by Mortgagee for security purposes) all leases, permits, licenses, or privileges, appurtenant or nonappurtenant to said mortgaged premises, now or hereafter issued, extended, or renewed to the Mortgagors by the United States or the state in which the above-described property is located or any department, bureau, or agency thereof.

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of TWO HUNDRED FIFTY THOUSAND 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 March, 2004. This conveyance shall be void upon the payment of said promissory note.

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

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

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

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

(3) To pay all rents, fees, or charges now due or to become due under the terms of each lease, permit, license, or privilege on the public domain which is appurtenant or nonappurtenant to the mortgaged premises, which has been issued, extended, or renewed by the United States or the state in which the above-described property is located; and to perform and observe every act, covenant, condition, and stipulation necessary to keep each of the same in good standing; and to take every necessary step to secure the reissue, renewal, or extension of each of the same; and to assign, waive, pledge, or endorse to the Mortgagee each lease, permit, license, or privilege if Mortgagors' rights in public domain are required by Mortgagee for security purposes.

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

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

Released RR 15 Fol. 2 p. 98

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

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

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

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

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

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

(12) Assignment of Proceeds of Mineral Lease. Mortgagors hereby transfer, set over, and convey to Mortgagee all rents, royalties, bonuses, and delay moneys that may from time to time become due and payable under any oil, gas, or other mineral lease of any kind now existing or that may hereafter come into existence, covering the above land or any part thereof. All such sums so received by Mortgagee shall be applied to the indebtedness secured hereby; or said Mortgagee may at its option turn over and deliver to the Mortgagors or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder to Mortgagee of said rents, royalties, bonuses, and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided. Independent of the mortgage lien on said real estate, upon payment in full of the mortgage debt and the release of this mortgage of record, this conveyance shall become inoperative and of no further force and effect.

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

_____ (SEAL)

ATTEST: Sally N. Kidd Secretary (SEAL)
Sally N. Kidd, Secretary

_____ (SEAL)

(SEAL) _____ (SEAL)

Jewett Land and Livestock Company, a Wyoming Corporation _____ (SEAL)

By D. Thomas Kidd - President (SEAL)
D. Thomas Kidd, President

_____ (SEAL)

_____ (SEAL)

FORM 2781 (Rev. 12-72)

STATE OF Wyoming }
COUNTY OF NATRONA } ss.

On this 1 day of Oct., A.D., 1984, before me, a Notary Public in and for said County and State, personally appeared D. Thomas Kidd, to me personally known to be the identical person who executed the foregoing instrument, who being by me duly sworn did say that he is president of said corporation, that said instrument was signed and sealed in behalf of said corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation by it voluntarily executed.

My commission expires May 5, 1985

Joan J. Schwartz
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only

Loan No. 707-1 8857748

Assignment No. _____

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF _____ } ss.
COUNTY OF _____

This instrument was filed for record at _____ o'clock, ____M., on the _____ day of _____, 19__, and duly indexed and recorded in Book _____, Page _____, of the Real Estate Mortgage Records.

_____
County Recorder Register of Deeds

By _____
Deputy

$ _____

[redacted] Postio [redacted] [redacted]

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by ROBERT E. SUTHERLAND AND THELMA C. SUTHERLAND, husband and wife,

residing in SUBLETTE County, Wyoming, whose post office address is BOX 831 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 Goverament 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*
10/5/84	$50,000.00	11.875%	10/5/2017

203580

RECORDED October 5 1984 1:00 P.M.
IN BOOK 42 Misc PAGE 551
FEES 10.00 Larry York COUNTY CLERK
SUBLETTE
by Dorothy M. Lewis

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

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

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

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

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

County(ies) of SUBLETTE:

Lot 11, Block 3, Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the official map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO: Reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; prior mineral reservations of record; and SUBJECT TO: Protective Covenants Governing Redstone First Addition to the Town of Pinedale as filed in the office of the County Clerk on 3/28/78 in Book 33 of Misc., page 678.

Rlsd. Bk 18 Pg. 150 7/22/96

(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.

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.

(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 5th day of October, 19 84.

Robert E. Sutherland

Robert E. Sutherland

Thelma C. Sutherland

Thelma C. Sutherland

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Robert E. Sutherland and Thelma C. Sutherland, this 5th day of October, 19 84.

Witness my hand and official seal.

Edwin R. Adams
Notary Public

Edwin R. Adams, Notary Public, County of Sublette, State of Wyoming, My Commission Expires: July 28, 1988

(SEAL)

My commission expires: July 28, 1988

☆ GPO 1-83 677-359

MORTGAGE

THIS MORTGAGE is made this 28th day of September, 19 84, between the Mortgagor, Steven D. Anderson and Deborah P. Anderson (herein "Borrower"), and the Mortgagee, Sweetwater Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 544 Broadway, Rock Springs, Wyoming (herein "Lender"),

WHEREAS, Borrower is indebted to Lender in the principal sum of Fourteen Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 1984 (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 5, 1989;

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

Lot Seventy (70) Big Country Ranches Unit C Fourth Filing as the same appears of record on the official plat thereof filed in the office of the County, Wyoming, together with all improvements and appurtenances thereunto appertaining, all water and water rights, ditch and ditch rights thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way fo record or in use;
SUBJECT TO prior mineral reservations of record; and
SUBJECT TO Restrictions Governing Big Country Ranches filed 10/3/78 in Book 34 of Miscellaneous, page 534, office of the County Clerk.

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

203603

RECORDED October 9 1984 8:00 A M
IN BOOK 42 Mtg PAGE 555
FEES $10.00 Lena Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Stuart

which has the address of Lot 70 Big Country Ranches [Street], Pinedale [City],
Wyoming 82943 [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.

Assigned Book 56 Mtg. Page 347

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 [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 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 Steven D Anderson —Borrower

x Deborah P Anderson —Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this 28th of Sept., 1984 by
(date)

Steven D. Anderson and Deborah P. Anderson, Husband and Wife,
(person acknowledging)

My Commission expires:

Judy K. Winter
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

[redacted] ecuted in 150 Counterparts [redacted] 14

Of Which This is Counterpart No. 90

203604

RECORDED October 9 1984 8:00 A.M.
IN BOOK 42 Mtg PAGE 559
FEES $44.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McEuen

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

FORTIETH SUPPLEMENTAL INDENTURE

Providing among other things for First Mortgage Bonds, 10.70% Series due September 1, 2014

Dated as of September 1, 1984

Rlsd. Bk 18 pg. 242 10/22/96
4/1st Supplemental Indenture
B 46 mtg Page 560 11-3-86

559

FORTIETH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of September 1, 1984, 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 "Fortieth 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 Fortieth 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 prop-

erty 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
3 3/4% Series due 1968.....	$42,000,000	None
2 3/4% Series due 1976.....	32,000,000	None
3 1/8% Series due 1978.....	3,000,000	None
3 % Series due 1979.....	3,000,000	None
2 7/8% Series due October 1, 1979	3,000,000	None
2 7/8% Series due 1980.....	8,000,000	None
3 5/8% Series due 1981.....	9,000,000	None
3 1/2% Series due 1982.....	10,000,000	None
3 1/4% Series due 1984.....	15,000,000	None
3 5/8% Series due 1985.....	15,000,000	$15,000,000
5 1/4% Series due 1987.....	15,000,000	None
4 7/8% Series due 1990.....	16,000,000	16,000,000
4 1/2% Series due 1992.....	22,000,000	22,000,000
4 1/2% Series due 1993.....	15,000,000	15,000,000
4 5/8% Series due 1994.....	15,000,000	15,000,000
7 % Series due 1998.....	20,000,000	20,000,000

Series	Principal Amount Issued	Principal Amount Outstanding
9 1/4% Series due 2000.....	$30,000,000	$30,000,000
6 1/4% Series due 1976.....	35,000,000	None
7 1/2% Series due 2002.....	25,000,000	25,000,000
6 1/8% First Series due 2004.....	14,000,000	14,000,000
6 1/8% Second Series due 2004....	11,000,000	11,000,000
6 1/8% Third Series due 2004.....	16,000,000	16,000,000
10 1/4% Series due 1983.....	40,000,000	None
10 1/4% Series due 2005.....	60,000,000	60,000,000
9 % Series due 2006.....	35,000,000	35,000,000
8 3/4% 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

Designation	Dated as of
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
Thirty-seventh Supplemental Indenture.....	December 1, 1981
Thirty-eighth Supplemental Indenture.....	July 1, 1982

; and

WHEREAS, said Twenty-seventh through Thirty-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 Thirty-ninth Supplemental Indenture, dated as of December 1, 1982 (which supplemental indenture is hereinafter sometimes called the "Thirty-ninth Supplemental Indenture"); and

WHEREAS, said Thirty-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			
County	Date	Entry No.	Book	Page
Beaver.....	1/17/83	151662	199	441-461
Box Elder.....	1/13/83	95837H	366 of Records	353A-373
Cache.....	1/13/83	456697	311	357-377
Carbon.....	1/17/83	166806	224	395-414
Davis.....	1/13/83	630739	927	383-403
Duchesne.....	1/ 5/83	228301	A-97	133-153
Emery.....	1/18/83	302577	135	741-761
Garfield.....	1/17/83	189533	278	235-255
Grand.....	1/13/83	398631	344	18-38
Iron.....	1/14/83	240469	298	31-51

County	Recorded			
	Date	Entry No.	Book	Page
Juab.....	1/14/83	174123	305	315
Kane.....	1/17/83	49204	075	623-643
Millard.....	1/17/83	46063	168	716-736
Morgan.....	1/ 5/83	49112	M38	339-359
Piute.....	1/17/83	88955	"21" of mortgages	135-155
Rich.....	1/17/83	27287	H4	114-134
Salt Lake.....	1/13/83	3748475	5431	687
San Juan.....	1/21/83	IG-12806	645	534-554
Sanpete.....	1/14/83	268312	241	835-855
Sevier.....	1/17/83	215973	179	80-100
Summit.....	1/14/83	200824	M246	601-621
Tooele.....	1/13/83	354438	207	477-497
Uintah.....	1/19/83	198593	323	740-760
Utah.....	1/13/83	1018	2023	831-851
Wasatch.....	1/13/83	128400	154	87-107
Washington.....	1/17/83	244785	321	84-104
Weber.....	1/13/83	871570	1416	1466-1486

SECRETARY OF STATE OF UTAH

January 24, 1983 at 1:42 p.m., File No. 907352

COLORADO

County	Date	Entry No.	Book	Page
Delta.....	1/6/83	402145	510	355-375
Gunnison.....	1/6/83	371775	588	825
La Plata.....	1/7/83	478162	Microfilm	#478162
Montrose.....	1/6/83	508478	720	583-603
Montezuma.....	1/7/83	362837	545	256-276
Ouray.....	1/6/83	133234	168	614-624
San Miguel.....	1/6/83	227949	402	701-721

SECRETARY OF STATE OF COLORADO

File No. 597803 on January 7, 1983, at 8:30 a.m.

IDAHO

County	Date	Entry No.	Book	Page
Bannock	1/11/83	700620	389	
Bear Lake	1/10/83	130072	Microfilmed	
Bingham	1/10/83	300740	46	374
Bonneville	1/11/83	635500		
Butte	1/11/83	M-12075	Mort-gages	M-12075
Caribou	1/10/83	114977	Microfilm	
Clark	1/10/83	37265	Microfilm No. 37265	
Franklin	1/11/83	161348		
Fremont	1/10/83	379251		
Jefferson	1/10/83	218956		
Lemhi	1/10/83	165558	File of Mortgages	
Madison	1/10/83	196863	196863	
Oneida	1/11/83	105608	105608	
Power	1/10/83	128743 Dr#7		
Teton	1/10/83	91775	Microfilmed	

SECRETARY OF STATE OF IDAHO

File No. B64308 on January 10, 1983 at 9:07 a.m.

NEW MEXICO

County	Date	Entry No.	Book	Page
Bernalillo	1/6/83	1031		
San Juan	1/6/83	88306	952	29

WYOMING

County	Date	Entry No.	Book	Page
Lincoln	1/5/83	589517	195PR	695-715
Sublette	1/5/83	194191	39	91
Uinta	1/5/83	R-4189	174-B	1-21

SECRETARY OF STATE OF WYOMING

File No. 200490 on January 5, 1983 at 8:30 a.m.

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

Series	Principal Amount Issued	Principal Amount Outstanding
8 3/8% Series due September 1, 2006..	$40,000,000	$40,000,000
6 3/8% Series due November 1, 2006...	50,000,000	50,000,000
8 1/2% Series due March 1, 2007.....	55,000,000	55,000,000
8 1/4% Series due September 1, 2007..	50,000,000	50,000,000
5.90 % Series due April 1, 2008.....	42,000,000	42,000,000
9 1/8% Series due May 1, 2008.....	50,000,000	50,000,000
10 1/8% Series due April 1, 2009.....	35,000,000	35,000,000
10 1/4% Series due September 1, 2009.	65,000,000	65,000,000
14 3/4% Series due March 1, 2010.....	60,000,000	60,000,000
11 1/8% First Series due April 1, 2011.....	45,000,000	45,000,000
11 1/8% Second Series due April 1, 2011.....	45,000,000	45,000,000
16 3/8% Series due December 1, 2011..	90,000,000	90,000,000
13 1/2% Series due July 1, 2012.....	46,500,000	46,500,000
13% Series due December 1, 2012.....	90,000,000	90,000,000

which bonds are also sometimes called bonds of the Twenty-seventh through Fortieth 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 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 Fortieth Supplemental Indenture, and the terms of bonds of the Forty-first Series, hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That 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 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 Fortieth 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 Fortieth 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

Forty-first Series of Bonds

Section 1. (I) There shall be a series of bonds designated "10.70% Series due September 1, 2014" (herein sometimes referred to as the "Forty-first Series"), each of which shall also bear the descriptive title "First Mortgage Bond", and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provi-

sions with respect to the matters hereinafter in this Article I specified. Bonds of the Forty-first Series shall be dated as in Section 10 of the Mortgage provided; shall mature on September 1, 2014; 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 10.70% 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) Upon the redemption, in whole or in part, of Emery County, Utah, Pollution Control Revenue Bonds, 10.70% Series due September 1, 2014 (Utah Power & Light Company Project) (hereinafter referred to as the "Emery 2014 Bonds"), issued under the Indenture of Trust, dated as of ~~November 1, 1976, as amended and supplemented~~ September 1, 1984 (hereinafter referred to as the "Emery Indenture"), of Emery County, Utah, bonds of the Forty-first Series shall be redeemed in whole or in like part. To effect the redemption of bonds of the Forty-first Series, the trustee under the Emery Indenture (hereinafter referred to as the "Emery Trustee") shall deliver to the Corporate Trustee (and mail a copy thereof to the Company) a written demand (hereinafter referred to as the "Emery 2014 Redemption Demand") for the redemption of bonds of the Forty-first Series equal in principal amount to the principal amount of Emery 2014 Bonds to be redeemed. The Emery 2014 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 2014 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 2014 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 Forty-first Series for redemption on the stated date fixed for redemption of the Emery 2014 Bonds. The Emery 2014 Redemption Demand shall also contain a waiver of notice of such redemption by the Emery Trustee, as holder of all bonds of the Forty-first Series then Outstanding. The Corporate Trustee may conclusively presume the statements contained in the Emery 2014 Redemption Demand to be correct. Re-

demption of bonds of the Forty-first 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 2014 Redemption Demand shall be delivered to the Corporate Trustee, the Company, subject to subdivision (III) of this Article I, will deposit, on or before the redemption date, with the Corporate Trustee, in accordance with Article XI of the Mortgage, an amount in cash sufficient to redeem the bonds of the Forty-first Series so called for redemption.

(III) All bonds of the Forty-first Series shall be pledged by the Company with the Emery Trustee to secure the payment of the principal of and interest on the Emery 2014 Bonds. The obligation of the Company to make payments with respect to the principal of and interest on bonds of the Forty-first Series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the then due principal of and interest on the Emery 2014 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 2014 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 Forty-first 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 2014 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.

Debt Service Fund

(IV) At the option of the registered owner, any bonds of the Forty-first Series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, 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 Forty-first 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 Fortieth 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 Forty-first Series for the aggregate principal amount of $16,750,000.

ARTICLE II

Miscellaneous Provisions

Section 2. All bonds of the Forty-first 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 Fortieth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Fortieth 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 Fortieth 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 Fortieth 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 Fortieth Supplemental Indenture.

Section 5. Whenever in this Fortieth 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 amend-

ed, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Fortieth 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 Fortieth 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 Fortieth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Fortieth 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 Fortieth 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 _____
Senior Vice President

Attest:

_____
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

_____
As Co-Trustee (L.S.)

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

_____

_____

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

On this 25th day of September, 1984, before me, Carmela F. Bargiacchi, a Notary Public in and for the State of New York, County of New York, personally appeared VERL R. TOPHAM, 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 Senior Vice President of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said VERL R. TOPHAM resides in Salt Lake County, Utah; that he is a Senior 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.

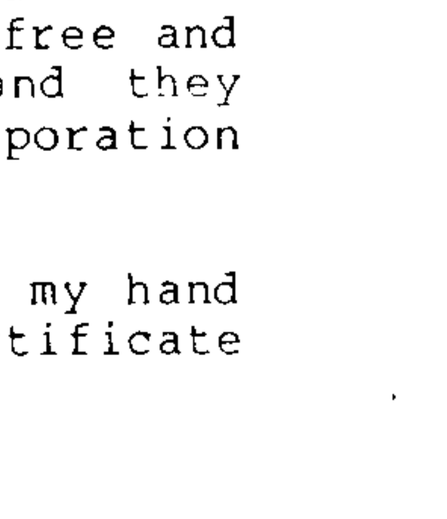
Carmela F. Bargiacchi
CARMELA F. BARGIACCHI
Notary Public, State of New York
No. 24-4763158
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1986

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

On this 24th day of September, 1984, before me, Elizabeth A. Buckley, a Notary Public in and for the State of New York, County of New York, personally appeared M. P. KOWALEWSKI and S. G. BIRKE, 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 M. P. KOWALEWSKI resides at Bellerose Terrace, New York 11001 and the said S. G. BIRKE resides at New York, New York 10280; 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
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, 1985



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

On this 24th day of September, 1984, before me, Elizabeth A. Buckley, a Notary Public in and for the State of New York, County of New York, personally appeared R. AMUNDSEN, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

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

Elizabeth A Buckley
ELIZABETH A. BUCKLEY
Notary Public, State of New York
Qualified in Suffolk County
Certificate filed in New York County
No. 52-4620859
Commission Expires March 30, 1985

"PARTIAL" RELEASE Book 13, Page 208
4-25-86
Lot 18

580

Released BK. 14 Rec. 356

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM ROBERT TANNER & HELEN TANNER a/k/a HELEN R. TANNER, HUSBAND AND WIFE herein designated as Mortgagor, of Marbleton, , County of Sublette , State of Wyoming , to secure the payment of the principal sum of SIXTY THOUSAND AND NO/100 ---------- Dollars ($ 60,000.00 with interest as evidenced by a promissory note dated August 22, 1984, herewith to the order of

FIRST WYOMING BANK, N.A. - BIG PINEY
440 BUDD AVENUE
BIG PINEY, WY 83113

, hereinafter designated Mortgagee, principal and interest payable in 84 installments of $ 1,243.54 each on the 1st day of each month, beginning on the 1st day of November , 19 84 , 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 84th installment on October 1, 1991 hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

Lots 18, 19, 20, 21, 22, 23, and 24, Block 8, Marbleton Townsite, Sublette County, Wyoming.

Interest payments due on October 1, 1984.

Mortgagor expressly covenants that its obligation to the Morgagee shall not be assumed by any other party and that Mortgagor shall remain the sole obligor until said obligation if fully paid.

203685

RECORDED October 12 19 84 8:00 A.M
IN BOOK 42 Mtg PAGE 580
FEES $ 8.00 Louise Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 Helen Tanner a/k/a 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 22nd day of August, 1984.

In the presence of—

William Robert Tanner

Helen Tanner

Helen R. Tanner
a/k/a Helen R. Tanner

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 22nd day of August 1984, before me personally appeared William Robert Tanner to me known to be the person described in and who executed the foregoing instrument, and acknowledged that Helen Tanner aka Helen R. Tanner 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.

Given under my hand and notary seal, this 22nd day of August, A. D. 1984

(Seal)
My commission expires
September 17, 1985

Notary Public.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jan Carlson, a married woman dealing in her sole and separate property herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Seventeen Thousand Five Hundred and no/100 ----- Dollars ($ 17,500.00 with interest as evidenced by a promissory note dated October 3, 1984, herewith to the order of

First Wyoming Bank, N.A. - Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

, hereinafter designated Mortgagee, principal and interest payable in 120 installments of $ 307.80 each on the 20th day of each month, beginning on the 20th day of October, 19 84, 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 120th installment on September 20, 1994 hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

The Westerly 70 Feet of Lot 1, Block 9, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming.

Mortgagor expressly covenants that its obligation to the Mortgagee shall not be assumed by any other party and that Mortgagors shall remain the sole Obligor until said obligation is paid in full.

This Mortgage is given in consideration of monies loaned to Thomas M. Carlson and Jan Carlson as evidenced by a Promissory Note of even date and like amount. This Mortgage shall remain in effect for all extensions and renewals hereafter.

203688

RECORDED October 12 19 84 8:00 AM
IN BOOK 42 Mtg PAGE 583
FEES $ 8.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 Jan Carlson wife of the said Thomas M. Carlson 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 3rd day of October , 19 84

In the presence of—

.....

.....

.....

(S)

(X) Jan Carlson

.....

X Tom Carlson Thomas M Carlson

THE STATE OF WYOMING
COUNTY OF Sublette } ss:

On this 3rd day of October 19 84, before me personally appeared Thomas M. Carlson and Jan Carlson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notary seal, this 3rd day of October , A. D. 19 84

(Seal)

My commission expires
September 1, 1985

.....
Notary Public.

Rlse. Book 13, P. 340
8-7-86

586

Rlsd. Bk. 14 Rel of Mg. 560

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Thomas M. Carlson and Jan Carlson, Husband and Wife, herein designated as Mortgagor, of Big Piney, , County of Sublette , State of Wyoming , to secure the payment of the principal sum of Seventeen Thousand Five Hundred and no/100 ------ Dollars ($17,500.00), with interest as evidenced by a promissory note dated October 3, 1984 herewith to the order of

First Wyoming Bank, N.A. - Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

, hereinafter designated Mortgagee, principal and interest payable in 120 installments of $307.80 each on the 20th day of each month, beginning on the 20th day of October , 19 84 , 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 120 installment on September 20, 1994 hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 1, Block 9, Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming

Except: The Westerly 70 Feet of Subject Property

Mortgagors expressly covenants that its obligation to the mortgagee shall not be assumed by any other party and that mortgagors shall remain the sole obligor until said obligation is fully paid.

203689

RECORDED October 12 1984 8:10 A M
IN BOOK 42 Mtg PAGE 586
FEES $ 8.00 Lavon J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stowe

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding..

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 Jan Carlson wife of the said Thomas M. Carlson 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 3rd day of October , 19 84.

In the presence of— Thomas M. Carlson

Jan Carlson

THE STATE OF WYOMING
COUNTY OF Sublette } ss:

On this 3rd day of October 19 84, before me personally appeared Thomas M. Carlson and Jan Carlson to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notary seal, this 3rd day of October , A. D. 19 84

(Seal)

My commission expires

September 1, 1985

Notary Public.

REAL ESTATE MORTGAGE

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

Date October 2, 1984

William Lee Christensen and Delores Elaine Christensen, husband and wife.

, Mortgagors,

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

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

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

SEC. TWP. RG.

Lot 14, Block 1, Redstone Fourth Addition to the
Town of Pinedale, Sublette County, Wyoming

203698

RECORDED October 12 1984 2:00 P.M.
42 Mtg 589
6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Bruce

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

This mortgage is given to secure a promissory note of even date herewith, executed by Mortgagors to Mortgagee, in the principal sum of FORTY EIGHT THOUSAND ONE HUNDRED AND NO/100 - - - - - - - - - - - - DOLLARS, payable in installments with interest according to the terms of said note, the last installment being due and payable on the first day of November, 2014. This conveyance shall be void upon the payment of said promissory note.

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

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

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

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

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

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

Release - Book 13, Page 396

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

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

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

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

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

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

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

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

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

William Lee Christensen (SEAL)
William Lee Christensen

Delores Elaine Christensen (SEAL)
Delores Elaine Christensen

_____ (SEAL)

_____ (SEAL)

STATE OF Wyoming }
COUNTY OF Sublette } ss.

On this 12 day of October, A.D., 1984, before me, a Notary Public in and for said County and State, personally appeared William Lee Christensen and Delores Elaine Christensen, husband and wife.

KATHLEEN E. WILLIAMS NOTARY PUBLIC SUBLETTE COUNTY, WYO.

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 Sept 20, 1986.

Kathleen E. Williams
Kathleen E. Williams
(Type or print name under signature)
Notary Public in and for said County and State

This Space For Use of Mortgagee Only

Loan No. 707-3-9163308H

Assignment No. _____

MORTGAGE

To
The Federal Land Bank
of Omaha
Omaha, Nebraska

STATE OF _____ } ss.
COUNTY OF _____ }

This instrument was filed for record at _____ o'clock, ____M., on the _____ day of _____, 19___, and duly indexed and recorded in Book _____, Page _____, of the Real Estate Mortgage Records.

_____
County Recorder Register of Deeds

By _____ Deputy

Fee $ _____

[redacted] [redacted]

CAROL [redacted]
BUTLER & BIRION
1600 ALLIED BANK PLAZA
HOUSTON, TEXAS 77002

MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

THIS MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT (herein called the "Mortgage"), made and entered into this 18th day of September, 1984, effective as of the 1st day of September, 1984, by BROCK ENERGY CORPORATION (herein called "Mortgagor") a Delaware corporation, 1300 Main Street, Third Floor, Houston, Texas, 77002 and TEXAS FUNDING CORP., a Delaware corporation, whose address is care of Merrill Lynch Money Markets Inc., One Liberty Plaza, 165 Broadway, New York, New York 10080 ("Texas Funding"), and Allied Bank of Texas, a Texas banking corproation ("Allied Bank") 1000 Louisiana, Houston, Harris County, Texas 77002 (Texas Funding and Allied Bank being individually and collectively "Mortgagee"),

W I T N E S S E T H:

That Mortgagor, for a sufficient consideration received, does hereby PLEDGE, MORTGAGE, AND HYPOTHECATE unto Mortgagee, its successors and assigns, the following described real and personal property, rights, titles, interests and estates (herein collectively called the "Mortgaged Properties"),

(a) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to the oil and gas and/or the oil, gas and mineral leases (herein sometimes called the "Lease"), operating rights, forced pooling orders and farmout agreements and other contractual or other rights relating to oil, gas and mineral rights, described on Exhibit A which is attached hereto and made a part hereof for all purposes, or which Lease is otherwise mentioned or referred to herein and specifically, but without limitation, Mortgagor's undivided interests in the Lease as specified on Exhibit A;

(b) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to (i) the properties now or hereafter pooled or unitized with the Lease; (ii) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction) which may affect all or any portion of the Lease; (iii) all operating agreements, contracts and other agreements described or referred to in this instrument which relate to the Lease or interests in the Lease described or referred to herein or in Exhibit A or to the production, sale, purchase, exchange or processing of the "Hydrocarbons" (hereinafter defined) from or attributable to such Lease or interests; and (iv) the Lease even though Mortgagor's interests therein be incorrectly described or a description of a part or all of such Lease or Mortgagor's interests therein be omitted;

(c) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydro-

203710

RECORDED October 15 1984 8:00 A M
IN BOOK 42 Mtg PAGE 591
FEES $15.50 Laird Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellerbee

carbons, gaseous hydrocarbons and all products refined therefrom and all other minerals (herein collectively called the "Hydrocarbons") in and under and which may be produced covered thereby and Mortgagor's interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Lease, the lands covered thereby and Mortgagor's interests therein which are subjected or required to be subjected to the liens and security interests of this Mortgage;

(d) All tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Lease, properties, rights, titles, interests and estates described or referred to in subparagraphs (a) and (b) above, which are now owned or which may hereafter be acquired by Mortgagor, including, without limitation, any and all property, real or personal, now owned or hereafter acquired and situated upon, used, held for use, or useful in connection with the operating, working or development of any of such Lease or properties (excluding drilling rigs, automotive equipment or other personal property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface lease, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties;

(e) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and security interests hereof by Mortgagor or by anyone on Mortgagor's behalf; and Mortgagee is hereby authorized to receive the same at any time as additional security hereunder; and

(f) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by Mortgagor in and to the Lease, properties, rights, titles, interests and estates and every part and parcel thereof, including, without limitation, the Lease, properties, rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or "Permitted Encumbrances" (hereinafter defined) to which the Lease, properties, rights, titles, interests or estates are subject, or otherwise; together with any and all renewals and extensions of any of the Lease, properties, rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Mortgagor in and to the Lease, properties, rights, titles, interests or estates;

in trust, however, for the purposes, uses and benefits hereinafter set out.

ARTICLE I

INDEBTEDNESS SECURED

1.1 The foregoing conveyance is made to equally and ratably secure and enforce each of the following (herein collectively called the "Indebtedness"):

(a) Promissory note dated as of September 18, 1984 (the "Bank Note"), executed by Mortgagor, payable to the order of Allied Bank in the original principal amount of Fifteen Million and No/100 Dollars ($15,000,000.00) and bearing interest at the variable rate therein provided, said principal and interest being payable in installments as therein provided, with a final maturity date of August 31, 1989, if not sooner paid, the Bank Note containing usual provisions for increased interest rates after maturity or default, and acceleration and attorneys' fees in the event of a default under the terms thereof, which Bank Note was issued pursuant to that certain Loan and Letter of Credit Reimbursement Agreement of even date herewith, executed by and between Mortgagor and Allied Bank (the "Loan Agreement");

(b) The payment of any and all renewals and extensions, in whole or in part, of the Bank Note;

(c) All other debts, obligations and liabilities of every nature whatsoever presently or at any time hereafter owing under the Bank Note or hereunder;

(d) The Promissory Note dated as of September 18, 1984 (the "Loan Note") executed by Mortgagor payable to the order of Texas Funding in the original principal amount of Fifteen Million and No/100 Dollars ($15,000,000.00) and bearing interest at the rate therein provided, such principal and interest being payable as therein provided, with a final maturity date of April 30, 1986, the Loan Note containing usual provisions for increased interest rates after maturity or default, and acceleration and attorneys' fees in the event of a default under the terms thereof;

(e) Any and all renewals and extensions, in whole or in part, of the Loan Note;

(f) All other debts, obligations and liabilities of every nature whatsoever presently or at any time hereafter owing under the Loan Note (the Loan Note and the Bank Note being hereinafter individually and collectively called the "Note"); and

(g) All other indebtedness by Mortgagor to the Mortgagee or other holder or holders of the Note, whether direct or indirect, primary or secondary, fixed or contingent, arising from guaranty, endorsement, suretyship, assignment or otherwise.

1.2 Mortgagor authorizes extensions and renewals of any and all of the Indebtedness and substitutions of the evidence thereof with or without notice to Mortgagor, subject to the terms of the Loan Agreement, and Mortgagor specifically waives presentment, protest, notices of dishonor, intention to accelerate, and any extensions or renewals of the Indebtedness, in whole or in part.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 Mortgagor represents and warrants to, and covenants and agrees with, Mortgagee and Holder (said term as used herein being intended to mean Mortgagee or any other holder or holders from time to time of the Indebtedness or any part thereof or any interest therein), and with each of them, so long as the Indebtedness or any part thereof remains unpaid, as follows:

(a) Mortgagor, or Mortgagor's predecessor or predecessors in title to each of the Mortgaged Properties, have properly and timely performed whatever may be required by the provisions of the Lease (or by any contract, assignment or conveyance under which Mortgagor holds title to any of the Mortgaged Properties) to perpetuate the Lease and to perfect or maintain Mortgagor's title. Mortgagor will pay and discharge all rentals, delay rentals, royalties, production payments, and indebtedness required to be paid by Mortgagor, and perform or cause to be performed, in all material respects, each and every act, matter, or thing required of Mortgagor by each and all of the Lease, assignments, deeds, sublease, contracts and agreements in any way relating to the Mortgaged Properties and do all other things necessary of Mortgagor to keep unimpaired the rights of Mortgagor thereunder and to prevent the forfeiture thereof or default thereunder.

(b) Mortgagor has good and indefeasible title to and is possessed of the Mortgaged Properties, free of any and all liens, encumbrances, security interests, contracts, agreements, preferential purchase rights or other restrictions or limitations of any nature or kind except those which may be specified herein or in Exhibit A (herein collectively called the "Permitted Encumbrances"). Mortgagor has full power and lawful authority to bargain, grant, sell, mortgage, assign, transfer, convey and grant a security interest in all of the Mortgaged Properties all in the manner and form herein provided and without obtaining the waiver, consent or approval ("Consent") of any lessor, sublessor, governmental agency or entity or party whomsoever or whatsoever, except that to the extent any Consent is necessary or required, Mortgagor shall obtain all Consents within a reasonable period of time. Mortgagor will at all times protect and defend the title to all of the Mortgaged Properties, paying all expenses incurred or to be incurred in defending the title to the same against all claims or charges other than the Permitted Encumbrances, and will indemnify and hold Holder harmless against any such claim or charge.

(c) Mortgagor shall promptly upon obtaining either actual or constructive notice thereof notify Holder in the event of institution of any suit for the cancellation of or in any manner materially affecting the Lease or any land covered or purported to be covered thereby or the land or the title of Mortgagor thereto.

(d) With the exception of Permitted Encumbrances, Mortgagor will not place nor suffer to be placed any lien against, or any security interest in, any of the Mortgaged Properties or encumber or allow to be encumbered any of the Mortgaged Properties, whether for indebtedness owed or asserted to be owed by Mortgagor or by any other party.

(e) Mortgagor will pay and discharge promptly all taxes, assessments, and governmental charges or levies imposed upon Mortgagor or upon the income of Mortgagor or of any of the Mortgaged Properties or Hydrocarbons as well as all claims of any kind (including claims for labor, materials, supplies and rent) which, if unpaid, might become a lien upon any or all of the Mortgaged Properties or Hydrocarbons; provided, however, that Mortgagor shall not be required to pay any such tax, assessment, charge, levy or claim if the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings diligently conducted and if Mortgagor shall have set up reserves therefor adequate under generally accepted accounting principles.

(f) Mortgagor will operate all Mortgaged Properties in a careful and efficient manner in accordance with the practice of the industry and in compliance with all applicable laws, rules and regulations, and, in the case of the Lease, in compliance with all applicable proration and conservation laws of the State in which the Lease is situated, and all applicable laws, rules and regulations of every other agency and authority from time to time constituted to regulate the development and operation of the Lease and the production and sale of oil, gas and other minerals therefrom; provided, however, Mortgagor shall have the right to contest in good faith by appropriate proceedings, the applicability or lawfulness of any such law, rule or regulation and, pending such contest, may defer compliance therewith, so long as such deferment shall not subject the Mortgaged Properties or any part thereof to foreclosure or loss.

(g) Mortgagor shall keep and maintain all buildings, improvements, equipment and personal property constituting part of the Mortgaged Properties in good and workable condition at all times, and Mortgagor shall make all repairs, replacements, additions, betterments and improvements to the Mortgaged Properties as are customary and usual in industry practices in the area where situated.

(h) Mortgagor shall maintain with financially sound and reputable insurers, insurance with respect to the Mortgaged Properties and the operations thereof against such liabilities, casualties, risks and contingencies, and in such types and amounts, as are customary in the case of corporations engaged in the same or similar businesses and similarly situated; upon request of Holder, Mortgagor will furnish or cause to be furnished to Holder from time to time a summary of the insurance coverage of Mortgagor in form and substance satisfactory to Holder and, if requested, will furnish Holder copies of the applicable policies. In the case of any fire, accident or other casualty causing loss or damage to any of the Mortgaged Properties, the proceeds of such policy shall be used (at Mortgagor's election if no Event of Default exists hereunder and otherwise at Holder's election and in either event written notice of such election shall be given to the other party hereto) (i) to repair or replace the damaged Mortgaged Properties or (ii) to prepay the Indebtedness. If requested by Holder, the loss payable clauses or provisions in said policy or policies shall be endorsed in favor of and made payable to Holder in accordance with the preceding sentence and as Holder's interest may appear, and shall provide for a minimum of ten days prior written notice to Holder of any cancellation.

(i) Mortgagor will permit any officer, employee or agent of Holder to visit and inspect any of the Mortgaged

Properties, examine Mortgagor's books of record and accounts, take copies and extracts therefrom, and discuss the affairs, finances and accounts of Mortgagor with Mortgagor's accountants and auditors, all at such reasonable times and as often as Holder may desire.

(j) Mortgagor will pay the Note according to the reading, tenor and effect thereof, and will do and perform every act and discharge all of the obligations provided to be performed and discharged by Mortgagor under the Note and under this instrument at the time or times and in the manner specified.

(k) Mortgagor will cure promptly any defects in the creation and issuance of the Note and the execution and delivery of this instrument. Mortgagor at its expense will promptly execute and deliver to Holder upon request all such other and further documents, agreements and instruments in compliance with or accomplishment of the covenants and agreements of Mortgagor herein or to further evidence and more fully describe the Mortgaged Properties, or to correct any omissions in this instrument, or more fully to state the security obligations set out herein, or to perfect, protect and, or, preserve any lien or security interest created hereby, or to make any recordings, or to file any notices, or obtain any consents, all as may be necessary or appropriate in connection with any thereof.

(l) Upon request of Holder, Mortgagor shall keep Holder fully advised as to the completion of any well hereafter drilled on the Mortgaged Properties with full information concerning the same.

2.2 With the exception of Permitted Encumbrances, if, without the prior written consent of Holder, which consent may be given, or withheld by Holder exercising reasonable business judgment in its sole and absolute discretion, all or any part of the Mortgaged Properties is sold, transferred, assigned or otherwise conveyed, or Mortgagor enters into any contract agreeing to sell, transfer, assign or otherwise convey all or any part of the Mortgaged Properties, or Mortgagor creates any lien or encumbrance subordinate to this Mortgage, or Mortgagor grants any easement, right-of-way or any other right whatsoever materially affecting the value of the collateral with respect to the Mortgaged Properties (all and any of the above herein collectively called "Transfers"), irrespective of whether any such Transfers are evidenced by written instruments, and irrespective if such a written instrument is filed for record, then Holder may, at its option, declare all or any part of the Indebtedness immediately due and payable, and Holder shall be entitled to exercise any and all remedies provided under this Mortgage. Holder, in the exercise of its sole and absolute discretion and without any duty or obligation to do so, may waive such option to accelerate, if, prior to any Transfers, the proposed transferee has executed a written assumption agreement accepted in writing by Holder, containing such terms as Holder, in its sole and absolute discretion may require, including without limitation, any increase in the rate of interest payable on the Indebtedness and, or, a modification of the maturity of the Indebtedness.

2.3 If Mortgagor fails to perform any act which hereunder it is required to perform or to pay any money which hereunder it is required to pay, Mortgagee and Holder or either of them, may perform or cause to be performed such act or pay such money. Mortgagor will, upon request, promptly reimburse Holder for all amounts expended, advanced or incurred by Holder to satisfy any

obligation of Mortgagor under this instrument or to protect the Mortgaged Properties or to collect the Note or to enforce the rights of Holder under this instrument, which amounts will include all court costs, attorneys' fees, fees of auditors and accountants, and investigation expenses reasonably incurred by Holder in connection with any such matters, together with interest on each such amount from the date that the same is expended, advanced or incurred by Holder until the date of written demand or request by Holder for the reimbursement of same, at a rate of interest equal to a per annum rate equal to three percent (3%) per annum above the per annum rate of interest from time to time announced by Allied Bank as its prime rate, which interest rate (the "Default Rate") shall change when and as said prime rate shall change, effective on the date of such change (but in no event to exceed the maximum lawful rate of interest permitted by applicable usury laws, now or hereafter enacted, which interest rate shall change when and as said laws shall change to the extent permitted by said laws, effective on the day such change in said laws becomes effecitve (herein called the "Highest Lawful Rate")).

2.4 All or portions of the Mortgaged Properties may be comprised of interests in the Lease which are other than working interests or which may be operated by a party or parties other than Mortgagor, and with respect to all or any thereof, Mortgagor's convenants as expressed in Section 2.1 hereof are modified to require the Mortgagor to use its best efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Lease or properties.

ARTICLE III

ASSIGNMENT OF RUNS

3.1 For the purpose of additionally securing the payment of the Indebtedness and to facilitate the discharge of any of the Indebtedness and as cumulative of any and all rights and remedies herein provided for, effective as of 7:00 a.m. on September 1, 1984, Mortgagor hereby bargains, sells, transfers, assigns, sets over and conveys unto Holder, all the Hydrocarbons, together with the proceeds derived from the sale thereof (such proceeds being hereinafter called "proceeds of runs"). Mortgagor directs and instructs each purchaser of the Hydrocarbons to pay to Mortgagee all of the proceeds of runs until such time as such purchaser has been furnished evidence that all Indebtedness has been paid and that the lien evidenced hereby has been released. Mortgagor authorizes Mortgagee to receive and collect all sums of money derived from the proceeds of runs, and no purchaser of the Hydrocarbons shall have the responsibility for the application of any funds paid to Mortgagee.

3.2 Independent of the foregoing provisions and authorities herein granted, Mortgagor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by the Mortgagee or that may be required by the purchaser of the Hydrocarbons for the purpose of effectuating payment for the proceeds of runs to Mortgagee.

3.3 Upon default by Mortgagor in performance of its obligations under the Note, the monthly proceeds of runs actually received by Mortgagee may be held by Mortgagee and applied first to the payment of all accrued interest on the Note and any other of the Indebtedness and then to the payment of the principal of the Note and any other of the Indebtedness owing by Mortgagor to the Mortgagee or any other Holder in such manner as Mortgagee may

elect. In its sole discretion, Mortgagee may elect to return any part of said funds to Mortgagor or to deposit the same to Mortgagor's account without applying it to the Indebtedness.

3.4 The receipt by the Holder of any monies, including but not limited to money received as proceeds of runs shall not in any manner change or alter in any respect the obligations of Mortgagor upon the Note or other evidence of Indebtedness, and nothing herein contained shall be construed as limiting the Holder to the collection of any of the Indebtedness out of the proceeds of runs. The Indebtedness shall continue as absolute and unconditional obligation of Mortgagor to pay, as provided in the Note or other instruments evidencing the Indebtedness, the amounts therein specified at their respective maturity dates thereof, whether by acceleration or otherwise.

3.5 Holder is hereby absolved from all liability for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Mortgagor for funds actually received. Mortgagor agrees to indemnify and hold any Holder harmless against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that any Holder has received, either before or after the payment in full of the Indebtedness, funds from the sale of Hydrocarbons claimed by third persons. Any Holder shall have the right to defend against any such claims or actions, employing attorneys of its own selection. If not furnished with indemnity satisfactory to the Holder, Holder shall have the right to compromise and adjust any such claims, actions and judgments, and, in addition to the rights to be indemnified as herein provided, all amounts paid by any Holder in compromise, satisfaction or discharge of any such claim, action or judgment and all court costs, attorneys' fees and other expenses of every character incurred by any Holder shall be a demand obligation owing by Mortgagor, shall be secured by the lien and security interest evidenced by this instrument, and shall bear interest on each such amount from the date that the same is expended, advanced or incurred by Holder until the date of written demand or request by Holder for the reimbursement of same, at the Default Rate (but in no event to exceed the Highest Lawful Rate). Any provision to the contrary herein contained notwithstanding, the rate of interest contracted for, charged or received by Holder hereunder shall never exceed the Highest Lawful Rate.

3.6 Each of the provisions of this Article III shall be deemed a covenant running with the land and shall be binding upon Mortgagor, its successors and assigns, and inure to the benefit of Mortgagee, its successors and assigns.

ARTICLE IV

DEFEASANCE

4.1 If all Indebtedness be paid as the same becomes due and payable and if the covenants, warranties, undertakings and agreements made in this instrument are kept and performed, then and in that case only, this mortgage shall become null and void, the property hereby mortgaged shall become wholly clear of the liens, conveyances, assignments and security interests evidenced hereby, and all such liens, conveyances, assignments and security interests shall be released in due form at Mortgagor's cost.

ARTICLE V

REMEDIES IN EVENT OF DEFAULT

5.1 The terms "default" and "Event of Default" as used in this instrument shall each mean the occurrence of any of the following events:

(a) Any representation or warranty made by Mortgagor in this instrument is untrue in any material respect as of the date made or furnished;

(b) Failure of Mortgagor to observe or perform any of the covenants, terms or agreements of this Mortgage; and

(c) The occurrence of any default or event of default or any failure of Mortgagor to do or perform any obligation or covenant constituting a default or event of default as such terms are defined in the Loan Agreement.

5.2 Upon the happening of any Event of Default specified in Section 5.1 hereof, Holder may, after furnishing to Mortgagor the written notice, if any, required under the terms of the Note or Loan Agreement, and expiration of applicable time periods, if any, declare the entire written amount of all Indebtedness then outstanding, together with all interest accrued thereon, to be immediately due and payable without presentment, demand, protest, notice of protest or dishonor or other notice of default of any kind, all of which, except as provided in Section 5.1 hereof, are hereby expressly waived by Mortgagor.

5.3 Upon the happening of any Event of Default, Mortgagor hereby authorizes and empowers Holder, at the request of Holder, at any time when Mortgagor shall be in default in the performance of any covenant or agreement hereunder or under the Note or the Loan Agreement, to foreclose the liens and security interests created hereby and to sell the Mortgaged Properties in accordance with applicable law. Mortgagor hereby designates as its address for the purposes of any notice required by law, the address set out hereinabove, and agrees that such address shall be changed only by depositing notice of such change, enclosed in a postpaid wrapper in a post office or official depository under the care and custody of the United States Postal Service, certified mail postage prepaid, return receipt requested, addressed to the Holder at the address for the Bank set out herein (or to such other address as the Holder may have designated by notice given as above provided to Mortgager), any such change of address of Mortgagor shall be effective upon receipt by Holder. Any change of address of Holder shall be effective three (3) business days after deposit thereof in the above described manner in the care and custody of the United States Postal Service. The proceeds of said sale or sales received by Holder shall be applied as follows:

FIRST: To the payment of all necessary costs and expenses incident to the execution of this Mortgage;

SECOND: To the payment of the Indebtedness; and

THIRD: The remainder, if any, shall be paid to Mortgagor.

The recitals in any deed, assignment or other conveyance given by Holder of a default, publication of notice of sale, demand that

such sale should be made, postponement of sale, terms of sale, sale, name of purchaser, payment of purchase money and any other facts affecting the regularity of validity of such sale shall be conclusive proof of the truthfulness thereof, and such deed or deeds shall be conclusive against all persons as to all matters or facts therein recited.

5.4 In addition to all other remedies herein provided for, after a default has occurred Holder shall, as a matter of right, be entitled to the appointment of a receiver or receivers of its choice except as may be prohibited by law, for all or any part of the Mortgaged Properties, whether such receivership be incident to a proposed sale of the Mortgaged Properties or otherwise, and Mortgagor does hereby consent to the appointment of such receiver for receivers and agrees not to oppose any application therefor by Holder.

5.5 In event of foreclosure hereof, Mortgagor hereby agrees to pay all costs in connection therewith, to be secured by this Mortgage, and Mortgagor hereby waives all right under the homestead, exemption and stay laws of the States in which the Mortgaged Properties are located; and appraisement of said property is hereby expressly waived or not waived, at the option of Mortgagee, its successors and assigns, said option to be exercised prior to or at the time judgment is rendered in any foreclosure hereof.

5.6 All remedies herein expressly provided for are cumulative of any and all other remedies now existing at law or in equity, and Holder shall, in addition to the remedies herein provided, 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 and the enforcement of the covenants herein and foreclosure of the liens evidenced hereby. The resort to any remedy provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy.

5.7 Any Holder shall have the right to become the purchaser or purchasers at any sale held by any receiver or public officer. Such Holder purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor the pro rata part of the Indebtedness owing to such Holder, accounting to the holder or holders of any portion of the Indebtedness not bidding or not bidding successfully at such sale or sales in cash for the portion of such bid or bids apportionable to such non-bidding holder or holders.

5.8 Holder may resort to any security given by this instrument or to any other security now existing or hereafter given to secure the payment of the Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Holder in its sole and uncontrolled discretion. Any such action shall not in anywise be considered as a waiver of any of the rights, benefits or liens evidenced by this instrument.

ARTICLE VI

SECURITY AGREEMENT

6.1 To further secure the Indebtedness, Mortgagor hereby grants to Holder a security interest in all of Mortgagor's rights, titles and interests in and to the Mortgaged Properties insofar as such Mortgaged Properties consist of the goods, equipment, accounts, contract rights, general intangibles, inventory, Hydrocarbons, fixtures and any and all other personal property of any kind or character defined in and subject to the provisions of

the applicable Uniform Commercial Code, including the proceeds and products from any and all of such personal property (all of the foregoing being in this Article VI collectively called the "Collateral"). Upon the happening of any Event of Default, Holder is and shall be entitled to all of the rights, powers and remedies afforded a secured party by the applicable Uniform Commercial Code with reference to the personal property and fixtures in which Holder has been granted a security interest herein, or Holder may proceed as to both the real and personal property covered hereby in accordance with the rights and remedies granted under this instrument in respect of the real property covered hereby. Such rights, powers and remedies shall be cumulative and in addition to those granted Holder under any other provision of this instrument or under any other instrument executed in connection with or as security for the Note or any of the Indebtedness. Mortgagor, as Debtor (and in this Article VI and otherwise herein called "Debtor") covenants and agrees with Holder, as Secured Party (and in this Article VI and otherwise herein called "Secured Party") that:

(a) To the extent permitted by law, Debtor expressly waives any notice of sale or other disposition of the Collateral and any other right or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, Debtor agrees that if such notice is mailed, postage prepaid, to Debtor at Debtor's address set out herein at least five days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(b) Secured Party is expressly granted the right at its option, to transfer at any time to itself or to its nominee the Collateral, or any part thereof, and to receive the monies, income, proceeds, or benefits attributable or accruing thereto and to hold the same as security for the Indebtedness or to apply it on the principal and interest or other amounts owing on any of the Indebtedness, whether or not then due, in such order or manner as Secured Party may elect. All rights to marshalling of assets of Debtor, including any such right with respect to the Collateral, are hereby waived.

(c) All recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matter stated therein, no other proof shall be required to establish full legal propriety of the sale or other action or of any fact, condition or thing incident thereto, and all prerequisites of such sale or other action and of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

(d) All expenses of preparing for sale, or other use or disposition, selling or otherwise using or disposing of the Collateral and the like which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be added to the Indebtedness and the Debtor shall be liable therefor.

(e) Should Secured Party elect to exercise its rights under said Uniform Commercial Code as to part of the

Collateral, this election shall not preclude Secured Party from exercising any other rights and remedies granted by this instrument as to the remainder of the Collateral.

(f) Any copy of this instrument which is signed by both Debtor and Secured Party may also serve as a financing statement under said Uniform Commercial Code between the Debtor, whose present address is 1300 Main Street, Third Floor, Houston, Texas, 77002 and the Secured Party, whose present addresses are care of Merrill Lynch Money Markets Inc., One Liberty Plaza, 165 Broadway, New York, New York 10080 for Texas Funding, and 1000 Louisiana, Houston, Texas, 77002 for Allied Bank.

(g) So long as any amount remains unpaid on any of the Indebtedness, Debtor will not execute and there will not be filed in any public office any financing statement or statements affecting the Collateral other than financing statements in favor of Secured Party hereunder, unless the prior written specific consent and approval of Secured Party shall have first been obtained.

(h) Secured Party is authorized to file, in any jurisdiction where Secured Party deems it necessary, a financing statement or statements, and at the request of Secured Party, Debtor will join Secured Party in executing one or more financing statements pursuant to said Uniform Commercial Code in form satisfactory to Secured Party, and will pay the cost of filing or recording this instrument, as a financing statement, in all public offices at any time and from time to time whenever filing or recording of any financing statement or of this instrument is deemed by Secured Party to be necessary or desirable.

(i) The office where Debtor keeps its accounting records concerning the Collateral covered by this Security Agreement is 1300 Main Street, Third Floor, Houston, Texas, 77002.

6.2 Portions of the Collateral consist of (i) oil, gas and other minerals produced or to be produced from the lands described in the Lease, or (ii) goods which are or will become fixtures attached to the real estate constituting a portion of the Mortgaged Properties, and Debtor hereby agrees that this instrument shall be filed in the Mortgage Records of the Counties in which the Mortgaged Properties are located as a financing statement to perfect the security interest of Secured Party in said portions of the Collateral. The said oil, gas and other minerals will be financed at the wellhead of the oil and gas wells located on the lands described in the Lease. The name of the record owner of the Mortgaged Properties is the party named herein as Mortgagor and Debtor. Nothing herein contained shall impair or limit the effectiveness of this document as a security agreement or financing statement for other purposes.

6.3 Debtor further warrants and represents to Secured Party that, except for (a) security interests in the Collateral heretofore granted to Secured Party, (b) the security interest in the Collateral granted hereby, and (c) the Permitted Encumbrances, Debtor is the owner and holder of the Collateral free of any adverse claim, security interest or encumbrance, and Debtor agrees to defend the Collateral against all other claims and demands against the same or any interest therein. Debtor further warrants and represents that there are no financing statements signed by Debtor now on file in any public office which have not been terminated except those statements true and correct copies of which have been delivered to Secured Party.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 All options and rights of election herein provided for the benefit of Holder 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, Holder shall not be deemed to have waived the right either to require prompt payment when due of all other sums so secured or to regard as an Event of Default the failure to pay any other sums due which are secured hereby. No exercise of the rights and powers herein granted and no delay or omission in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at any time and from time to time.

7.2 Subject to Section 7.8 hereof, if two or more parties shall at any time be Holders of the Indebtedness, all of them may jointly exercise any right, option, election or other power, authority or benefit granted herein to Holder, or any of them may do so with the express consent of the other or others of them.

7.3 All Indebtedness shall be payable at the office of Mortgagee, 1000 Louisiana, Houston, Texas 77002, or at such other place as Holder may from time to time designate in writing.

7.4 The terms, provisions, covenants and conditions hereof shall be binding upon Mortgagor, its successors, legal representatives and assigns, and shall inure to the benefit of Mortgagee, its successors and assigns, and all other Holders of the Indebtedness, or any part thereof, and their respective successors and assigns.

7.5 If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Mortgagee in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

7.6 It is the intention of the parties hereto to comply with the applicable usury laws; accordingly, it is agreed that notwithstanding any provisions to the contrary in the Note or any instrument evidencing the Indebtedness, in this instrument or in any of the documents or instruments securing payment of the Indebtedness or otherwise relating thereto, in no event shall the Note or such documents require the payment or permit the collection of interest in excess of the maximum amount permitted by such laws. If any such excess of interest is contracted for, charged or received, under the Note or any instrument evidencing the Indebtedness, under this instrument or under the terms of any of the other documents securing payment of the Indebtedness or otherwise relating thereto, or in the event the maturity of any of the Indebtedness is accelerated in whole or in part, or in the event that all or part of the principal or interest of the Indebtedness shall be prepaid, so that under any of such circumstances, the amount of interest contracted for, charged or received, under the Note or any instruments evidencing the Indebtedness, under this instrument or under any of the other instruments securing payment of the Indebtedness or otherwise relating thereto, on the amount of principal actually outstanding

from time to time under the Note and other instruments evidencing the Indebtedness, shall exceed the maximum amount of interest permitted by the applicable usury laws, now or hereafter enacted, then in any such event (a) the provisions of this paragraph shall govern and control, (b) neither Mortgagor nor any other person or entity now or hereafter liable for the payment of the Note or any instrument evidencing the Indebtedness shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by the applicable usury laws, now or hereafter enacted, (c) any such excess that may have been collected shall be either applied as a credit against the then unpaid principal amount hereof or refunded to Mortgagor, at Holder's option, and (d) the effective rate of interest shall be automatically reduced to the maximum lawful contract rate allowed under the applicable usury laws, now or hereafter enacted. It is further agreed that without limitation of the foregoing, all calculations of the rate of interest contracted for, charged or received under the Note, or any other instrument evidencing the Indebtedness, under this instrument or under such other documents that are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the extent permitted by the applicable usury laws, now or hereafter enacted, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loans evidenced by the Note or the instruments evidencing the Indebtedness, all interest at any time contracted for, charged or received from Mortgagor or otherwise by Holder in connection with such loans.

7.7 This instrument shall be governed by, and construed according to, the laws of the State of Texas, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the liens and security interests hereunder, or remedies hereunder, in respect of any particular Mortgaged Properties are governed by the laws of a jurisdiction other than the State of Texas.

7.8 For the purposes of this Mortgage, provided the Letter of Credit, as defined in the Loan Agreement, is in full force and effect, all rights and remedies inuring to the benefit of the Holder under this mortgage shall be deemed to inure solely to the benefit of Allied Bank, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed in multiple counterparts, each of which shall be deemed an original for all purposes, as of the date hereinabove first set out.

BROCK ENERGY CORPORATION

By: Robert B. Wall
Robert B. Wall
Vice-President

-MORTGAGOR AND DEBTOR-

[redacted] [redacted] [redacted]

(Corporate Seal)

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 18th day of September 1984, by Robert B. Wall, Vice-President of Brock Energy Corporation, a Delaware corporation on behalf of said corporation.

(SEAL)

Carol H. Yeager
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission expires:

CAROL H. YEAGER
Notary Public, State of Texas
My Commission Expires 8-17, 1988

95/319N-B

EXHIBIT A

(Attached to and made part of (1) Mortgage, Assignment of Production, Security Agreement and Financing Statement ("Mortgage") dated effective as of September 1, 1984 executed by Brock Energy Corporation ("Mortgagor"), as Mortgagor, in favor of Texas Funding Corp. and Allied Bank of Texas ("Mortgagee"); and (2) Financing Statement executed by Mortgagor, as Debtor, in favor of Mortgagee, as Secured Party.)

DEFINITIONS:

1. The terms used in Exhibit A have the same meaning as defined in the Mortgage.

2. The term "Working Interest" or "Operating Interest" as used herein means (a) when applied to individual leases, the undivided interest owned by Mortgagor in the leasehold estate, out of which are paid Mortgagor's share of all costs of drilling, completing, equipping and operating a well or wells, and all royalties, overriding royalties, production payments and other interests in or measured by production from such lease, and (b) when applied to leases described as unitized or pooled, the undivided interest owned by Mortgagor in such unit considered as a whole and out of which are paid Mortgagor's share of all costs of drilling, completing, equipping and operating a well or wells producing oil and gas, or either of them, from such unit and all royalties, overriding royalties, production payments and all other interest in or measured by production from such unit. The term "Net Revenue Interest" as used herein means that portion of oil and gas (or oil only, or gas only, where so limited herein) produced from the respective properties herein described to which Mortgagor is entitled after deduction of all royalties, overriding royalties, production payments and other interest in or measured by production which are borne by Mortgagor. The term "Overriding Royalty Interest" means an interest in gross production from the applicable lease or unit that is free of any expense for exploration, drilling, development or any other costs that are the obligation of the Working Interest and is an additional burden on production in excess of lessor's royalty.

Exhibit A consists of two parts, identified as follows:

PART I:

This part contains a description of liens, encumbrances, security interests, contracts, agreements, preferential purchase rights and other restrictions and limitations covering all or portions of the Mortgaged Properties and comprising the "Permitted Encumbrances" defined in Section 2.1(b) of the Mortgage;

PART II:

This part describes the Mortgaged Properties.

95/319N-B

PART I OF EXHIBIT A

Permitted Encumbrances

All or portions of the Mortgaged Properties are or may be subject to one or more of the following:

1. Minor irregularities in title which do not (a) materially interfere with the occupation, use and enjoyment by Mortgagor of any of the Mortgaged Properties in the normal course of business as presently conducted, or (b) materially impair the value thereof for such business.

2. All interests in the Mortgaged Properties securing obligations owed to, or claimed by, any Person other than the owner of the Mortgaged Properties, whether such interest is based on the common law, statute or contract, and whether such interest includes liens or security interests arising by virtue of mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or lease, consignment or bailment for security purposes, so long as each said interest has been previously disclosed to Bank in the financial statements of Mortgagor or in writing. (As used in this Part I of Exhibit A, the term "Person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.)

3. Liens of landlords, vendors, carriers, warehousemen, mechanics, laborers and materialmen arising by law, and of operators arising by contract, in the ordinary course of business for sums not yet due or being contested in good faith by appropriate action promptly initiated and diligently conducted, if such reserve as shall be required by generally accepted accounting principles shall have been made therefor.

4. All agreements entered into by Mortgagor or its predecessors in title to which Mortgagor's interest is subject that do not result in either (i) reduction of either the Net Revenue Interest or Overriding Royalty Interest, or (ii) increase in the Operating Interest, as said interests are set out with respect to the affected Lease in Part II of this Exhibit, or (iii) material impairment of the value of the affected part of the Mortgaged Properties.

5. The specific exceptions and encumbrances affecting the Mortgaged Properties as described in the remaining Part of this Exhibit INSOFAR ONLY as said exceptions and encumbrances are valid and subsisting and are enforceable against the Lease which is made subject to said exception and encumbrance by this Mortgage.

Part II of Exhibit A

Sublette County, Wyoming Properties

(Hoffman)- Federal 20-1 Well:

1. All of Mortgagor's undivided 85% of 5% of 8/8ths overriding royalty interest under Lease for Oil and Gas No. W-67178 dated April 1, 1979, from the United States of America, as Lessor, to Phyllis Hanson, as Lessee, recorded in Volume 66, Page 419 of the Oil and Gas Records of Sublette County, Wyoming,

   INSOFAR AND ONLY INSOFAR as said lease covers the following described lands:

   Sublette County, Wyoming
   T27N - R112W, 6th P.M.
   Section 1: Lots 1, 2, S/2 NE/4
   containing 160.10 acres, more or less.

   Subject to reduction upon occurrence of the "Event" as defined in Assignment dated October 1, 1982, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 66, Page 681 of the Oil and Gas Records of Sublette County, Wyoming.

   Mortgagor warrants and represents that there is attributable to the foregoing the following Overriding Royalty Interests:

OVERRIDING ROYALTY INTEREST (Before the "Event")	.04250
OVERRIDING ROYALTY INTEREST (After the "Event")	.03250

(Cuccia) - Federal 10-19, Federal 40-30 and Federal 10-30 Wells:

2. All of Mortgagor's undivided 85% of 3.5% of 8/8ths overriding royalty interest under Lease for Oil and Gas No. W-58724 dated May 1, 1977, from the United States of America, as Lessor, to John P. Cuccia, as Lessee, recorded in Volume 54, Page 470 of the Oil and Gas Records of Sublette County, Wyoming, covering the following described lands:

   Sublette County, Wyoming
   T27N - R111W, 6th P.M.
   Section 19: Lots 1, 2, 3, 4, SW/4 NE/4, E/2 W/2, W/2 SE/4
   Section 30: Lots 1, 2, 3, E/2, E/2 W/2
   containing 973.53 acres, more or less.

   INSOFAR AND ONLY INSOFAR as to those depths from the surface to 100 feet below the stratigraphic equivalent of the Mowry Formation at a depth of 9,810 feet as encountered in the Federal #10-19 Well located in the NW/4 of Section 19, T27N-R111W, 6th P.M., Sublette County, Wyoming.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated November 1, 1982, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 66, Page 677 of the Oil and Gas Records of Sublette County, Wyoming.

Mortgagor warrants and represents that there is attributable to the foregoing the following Overriding Royalty Interests.

OVERRIDING ROYALTY INTEREST (as to non-communitized production before the "Event")	.02975
OVERRIDING ROYALTY INTEREST (as to non-communitized production after the "Event")	.02275
OVERRIDING ROYALTY INTEREST (As to communitized production of natural gas and associated liquid hydrocarbons from the Frontier and Bear River Formations pursuant to Communitization Agreement NRM-1704, effective March 1, 1979, prior to the Event)	.0264567
OVERRIDING ROYALTY INTEREST (as to communitized production of natural gas and associated liquid hydrocarbons from the Frontier and Bear River Formations pursuant to Communitization Agreement NRM-1704, effective March 1, 1979, after the Event)	.0202315

<u>(Myers) - Federal 30-31 Well</u>:

3. All of Mortgagor's undivided 85% of 2.6% of 8/8ths overriding royalty interest under Lease for Oil and Gas No. W-62791 dated May 1, 1978, from the United States of America, as Lessor, to Robert W. Myers, as Lessee, recorded in Volume 65, Page 556 of the Oil and Gas Records of Sublette County, Wyoming, covering the following described lands:

Sublette County, Wyoming
T28N - R111W, 6th P.M.
Section 31: Lots 1, 2, 3, 4, E/2 W/2, W/2 SE/4

T28N - R112W, 6th P.M.
Section 25: E/2 Lot 1, Lots 3, 4, 6, 7, SE/4 SW/4 NE/4, SE/4 NE/4 SW/4, SE/4 SW/4, W/2 SE/4
containing 659.12 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated August 15, 1982, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 66, Page 375 of the Oil and Gas Records of Sublette County, Wyoming.

Mortgagor warrants and represents that there is attributable to the foregoing the following Overriding Royalty Interests:

OVERRIDING ROYALTY INTEREST
(Before the "Event") .0221

OVERRIDING ROYALTY INTEREST
(After the "Event") .0169

(Martin) - Federal 40-32 Well:

4. All of Mortgagor's undivided 85% of 1.5% of 8/8ths overriding royalty interest under Lease for Oil and Gas No. W-63821 dated July 1, 1978, from the United States of America, as Lessor, to James M. Turlington, as Lessee, recorded in Volume 57, Page 195 of the Oil and Gas Records of Sublette County, Wyoming, covering the following described lands:

Sublette County, Wyoming
T27N - R111W, 6th P.M.
Section 32: Lots 3, 4, NE/4, N/2 SE/4
containing 299.86 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated June 1, 1983, from American Gas & Oil Investors to Energetics Operating Company, recorded in Volume 69, Page 261 of the records of Sublette County, Wyoming.

Mortgagor warrants and represents that there is attributable to the foregoing the following Overriding Royalty Interests:

OVERRIDING ROYALTY INTEREST
(Before the "Event") .01275

OVERRIDING ROYALTY INTEREST
(After the "Event") .00975

(Hartley) - Federal 30-33, 20-20, 40-17 Wells:

5. All of Mortgagor's undivided 85% of .50% of 8/8ths overriding royalty interest under Lease for Oil and Gas No. W-54137 dated April 1, 1976, from the United States of America, as Lessor, to Melvin Meester, as Lessee, recorded in Volume 64, Page 155 of the Oil and Gas Records of Sublette County, Wyoming, covering the following described lands:

Sublette County, Wyoming
T27N - R111W, 6th P.M.
Section 17: SE/4
Section 20: NE/4
Section 21: NE/4, W/2
Section 33: NW/4 SW/4
containing 840 acres, more or less.

Subject to reduction upon occurrence of the "Event" as defined in Assignment dated December 9, 1982, from American Gas & Oil Investors to Energetics, Inc., recorded in Volume 67, Page 117 of the Oil and Gas Records of Sublette County, Wyoming.

Mortgagor warrants and represents that there is attributable to the foregoing the following Overriding Royalty Interests:

OVERRIDING ROYALTY INTEREST (as to non-communitized production before the "Event")	.00425
OVERRIDING ROYALTY INTEREST (as to non-communitized production after the "Event")	.00325
OVERRIDING ROYALTY INTEREST (as to communitized production of oil and associated natural gas from the Frontier and Bear River Formations pursuant to Communitization Agreement NCR-600, effective October 1, 1982, prior to the Event)	.001202690
OVERRIDING ROYALTY INTEREST (as to communitized production of oil and associated natural gas from the Frontier and Bear River Formations pursuant to Communitization Agreement NCR-600, effective October 1, 1982, after the Event)	.000919703

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Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by REBECCA M. HEMPHILL, a single woman.

residing in SUBLETTE County, Wyoming, whose post office address is

P.O. BOX 35 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*
10/15/84	$50,000.00	11.875%	10/15/2017

203727

RECORDED October 16, 1984 11:27 AM
IN BOOK 42 Misc. PAGE 612
FEES $10.00 Sandy Yoke DEPUTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Stone

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

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

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

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

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

County(ies) of SUBLETTE:

Lot 13, Block 1, Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the official plat thereof as 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 the United States patents or of record 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 Fourth Add. to the Town of Pinedale recorded in the office of the County Clerk on 12/4/82, in Book 41 of Miscellaneous, page 279.

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 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 15th day of October, 19 84.

Rebecca M Hemphill
Rebecca M. Hemphill

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by Rebecca M. Hemphill

, , this 15th day of October, 19 84.

Witness my hand and official seal.

Edwin R. Adams
Notary Public

(SEAL)

My commission expires: 28 July, 1988

☆ GPO 1-83 677-359

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Released Book 16 Rel pg 373

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by DAVID JAMES CANNON, a single man

residing in Sublette County, Wyoming, whose post office address is P. O. Box 1290 Pinedale, Wyoming 82941, herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601 and

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
10/16/84	$50,000.00	11.875%	10/16/2017

203729

RECORDED October 16 1984 11:04 A.M.
IN BOOK 43 Misc PAGE 616
FEES 10.00 Lou J York COUNTY CLERK
SUBLETTE COUNTY CLERK by D Matheus

(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 2, Block 3, Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the official plat thereof as 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 the United States patents or of record 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 Fourth Add. to the Town of Pinedale recorded in the office of the County Clerk on 12/4/82, in Book 41 of Miscellaneous, page 279.

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 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, [illegible]

and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Box 20, Casper Wyoming 82601, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

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

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

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 16th day of October 16, 19 84.

David James Cannon
DAVID JAMES CANNON

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.:

The foregoing instrument was acknowledged before me by David James Cannon

, this 16th day of October, 19 84.

Witness my hand and official seal.

Edwin R. Adams — Notary Public
County of Sublette — State of Wyoming
My Commission Expires: July 28, 1988

(SEAL)

Edwin R. Adams
EDWIN R. ADAMS *Notary Public*

My commission expires: July 28, 1988

☆ GPO 1-83 677-359

RISE Mtg. Book 12, Page 698 620

MORTGAGE DEED

THIS INDENTURE, made this 17th day of October, 19 84 between Roger C. Hunter and Darla J. Hunter

hereinafter designated and referred to as "mortgagor" whether an individual, individuals, partnership, corporation or association, or two or more of such, and Rocky Mountain Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, hereinafter referred to as "mortgagee",

WITNESSETH, that the said mortgagor, for and in consideration of the sum of One hundred eight thousand and n0/100- - - - - -($108,000.00)- - - - -

[redacted] [redacted] [redacted]

THE STATE OF [redacted]
COUNTY OF Sublette } ss.

On this 17th day of October, 19 84, before me personally appeared Roger C. Hunter and Darla J. Hunter husband and wife, to me known to be the persons described in and who 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 17th day of October, 1984.

Edwin R. Adams
Notary Public

Edwin R. Adams
Notary Public
State of Wyoming
Sublette
My Commission Expires: July 28, 1988

My commission expires on the 28th day of July, 1988.

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.

Given under my hand and notarial seal this ____ day of _____, 19 ____.

_____
Notary Public

My commission expires on the ____ day of _____, 19 ____.

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

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

to me personally known, who, having been by me first duly sworn, did say: That he is the _____ of _____, 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 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.

In witness whereof I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

_____
Notary Public

My commission expires on the ____ day of _____, 19 ____.

No.....

MORTGAGE DEED

TO

Rocky Mountain Federal Savings and Loan Association

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

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

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

By.....
Deputy.

Fee.....

621

Rlse mtg Book 12, Page 699 622

1-9000026

MORTGAGE DEED

THIS INDENTURE, made this 17th day of October, 19 84, between

Roger C. Hunter and Darla J. Hunter, Husband and Wife

hereinafter designated and referred to as "mortgagor" whether an individual, individuals, partnership, corporation or association, or two or more of such, and Rocky Mountain Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, hereinafter referred to as "mortgagee",

WITNESSETH, that the said mortgagor, for and in consideration of the sum of Fifty Thousand and no/100---------

---------- DOLLARS,

to mortgagor in hand paid by the mortgagee, receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, convey and confirm unto said mortgagee, its successors or assigns, all the following described real estate situate in the County of Sublette, State of Wyoming, described as follows, to wit:

Lot 11, Block 13, C.P. MacGlashan's first addition to the town of Big Piney, Sublette County, Wyoming

RECORDED October 17, 1984 11:30 A M
IN BOOK 42 Mtg PAGE 622
FEES 6.00 Lisa J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy M Stivers

203744

TO HAVE AND TO HOLD said premises unto said mortgagee, its successors or assigns, forever, together with the tenements, hereditaments and appurtenances, all and singular, thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws.

This grant is intended as a mortgage to secure the payment of a promissory note payable to the order of the mortgagee for the principal sum above mentioned, and interest, said principal and interest being due and payable on the 17th day of April, 19 85. The Interest rate will be adjusted on the 20th day of each month starting November 20, 1984 until maturity date of the loan.

The mortgagor hereby covenants and agrees with said mortgagee, its successors or assigns, as follows:

To pay promptly all and singular the principal and interest of said note in accordance with its terms and provisions.

To pay when due all taxes, assessments and other levies upon said premises, and to execute, if demanded by the mortgagee, a supplemental agreement providing for the accumulation in advance of funds sufficient to pay said taxes, assessments, and other levies, and insure their payment when due.

To keep the buildings on said premises insured against loss by fire, tornado and hail in a sum of not less than said principal sum for the benefit of the mortgagee, its successors or assigns, with such insurance company or companies it may designate.

Not to permit, commit, or suffer any waste, impairment or deterioration of said property, and notwithstanding natural depreciation, to keep said property and improvements at all times in good condition and repair.

That mortgagor is lawfully seized of said premises in a good and indefeasible estate in fee simple; that they are free from incumbrances; and mortgagor will warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

That if mortgagor shall fail to pay all taxes, assessments and other levies when due or shall fail to keep said buildings insured, as above covenanted, then, the mortgagee, its successors or assigns, may pay said taxes, assessments, and other levies, or for said insurance, and the sum or sums so expended shall be added to the debt hereby secured and shall draw interest at the rate of seven per centum per annum until paid.

These presents shall be void if said note be paid in accordance with the terms and provisions thereof and if any indebtedness by reason of payment of taxes, assessments, insurance, and other levies, with interest as above provided, shall have been fully paid and discharged, otherwise to be and remain in full force and effect.

In case the mortgagor fails to pay said note when due or fails to pay taxes, assessments and other levies when due, or fails to keep said buildings insured, or in good condition and repair, or breaches any covenant herein contained, the entire sum hereby secured, at the option of the mortgagee, its successors or assigns, shall become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and the mortgagee, its successors or assigns, may immediately foreclose this mortgage by advertisement and sale of said premises under and by virtue of the statutes of the State of Wyoming applicable to the foreclosure of real estate mortgages by advertisement and sale and the power of sale contained herein, and out of the moneys arising from such sale, retain the principal and interest which shall then be due on said promissory note, together with the costs and expenses of said foreclosure sale, including reasonable attorney fees, and also the amounts of any payment of taxes, assessments, insurance, abstracts, and other levies, with interest, that may have been made by reason of the permission above given, rendering the overplus (if any there shall be) unto said mortgagor; provided said mortgagee, its successors or assigns, may, instead of foreclosing said mortgage by advertisement and sale, as hereinbefore set forth, foreclose the same by court action, in which event reasonable attorney fees to be fixed and determined by the Court shall be allowed said mortgagee.

It is expressly agreed that if proceedings be commenced for the foreclosure of this mortgage, either by the statutory method of advertisement and sale, or by action in Court, then and in either case, the rents, issues and profits of said premises and appurtenances from the time of default and during the period of redemption shall be held and chargeable for, to and with the payment of the indebtedness hereby secured, costs, attorney fees, and other disbursements made under the terms hereof, and any court of competent jurisdiction, upon application made by said mortgagee, its successors or assigns, shall appoint said mortgagee, its successors or assigns, or any other suitable person, as receiver of said premises and of the rents, profits and issues thereof, which said receiver shall have the right and authority to enter into immediate possession of said premises and all improvements thereon, and to care for and manage the same, and to collect all rents, issues profits therefrom from the time of said default and during the pendency of such foreclosure proceeding or suit, and during the period of redemption from sale of said premises under foreclosure, and such rents, issues and profits, if any, shall be first applied to the costs and expenses of said receivership and then toward the satisfaction of the indebtedness hereby secured and the costs of such foreclosure.

It is further agreed that the terms, conditions, covenants and provisions hereof shall apply to and bind the respective parties, their heirs, executors, administrators, successors and assigns; that the entire estate, interest and title of each party executing this agreement in the property above described is conveyed hereby and subject to the provisions of this mortgage; and that said note and this mortgage are the joint and several obligation of each party if executed by two or more.

It is further agreed that the taking of additional security of any nature shall not impair or release this mortgage; and as further security this mortgage shall become due and payable in full forthwith at the option of the mortgagee if the mortgagor, his executors, administrators or assigns convey away said premises or if title thereto shall become vested in any other person or persons in any manner whatsoever, and the acceptance of any monthly payment by the mortgagee shall not constitute a waiver of the option herein contained.

Roger C. Hunter

Darla J. Hunter

In the Presence of

[redacted] [redacted] [redacted]

THE STATE [redacted]ING }
COUNTY OF SUBLETTE } ss.

On this 17th day of October, 19 84, before me personally appeared Roger C. Hunter and Darla J. Hunter,

husband and wife, to me known to be the persons described in and who 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 17th day of October, 19 84

Edwin R. Adams
Notary Public

Edwin R. Adams Notary Public
County of Sublette State of Wyoming
My Commission Expires: July 28, 1988

My commission expires on the 28th day of July, 19 88.

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.

Given under my hand and notarial seal this ____ day of _____, 19 __.

_____
Notary Public

My commission expires on the ____ day of _____, 19 __.

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

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

to me personally known, who, having been by me first duly sworn, did say: That he is the _____ of _____, 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 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.

In witness whereof I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

_____
Notary Public

My commission expires on the ____ day of _____, 19 __.

No. _____

MORTGAGE DEED

TO

Rocky Mountain Federal Savings and Loan Association

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

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

_____
County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy.

Fees _____

623

Released Bk 17 Pg 546 624

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24 82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by VERNON T. COLE AND DEBBIE A. COLE, husband and wife,

residing in SUBLETTE County, Wyoming, whose post office address is P.O. BOX 1054 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*
10/19/84	$50,000.00	11.875%	10/19/2017

203769

RECORDED Oct 19 1984 12:57 PM
IN BOOK 42 Mtg PAGE 624
FEE 10.00 Lou S Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

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

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

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

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

County(ies) of SUBLETTE:

Lot 13, Block 5 of the Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions of record and those contained in U.S. Patents; SUBJECT TO easements and rights of way of record or in use; SUBJECT TO prior mineral reservations of record; and SUBJECT TO Redstone First Addition Protective Covenants recorded in Book 33 of Miscellaneous, Page 678, office of the Sublette County Clerk of Sublette County, 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 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 it's 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 19th day of October, 19 84.

Vernon T. Cole
Vernon T. Cole

Debbie A. Cole
Debbie A. Cole

ACKNOWLEDGMENT

STATE OF WYOMING
} ss:
COUNTY OF Sublette

The foregoing instrument was acknowledged before me by Vernon T. Cole and Debbie A. Cole

, this 19th day of October, 19 84.

Witness my hand and official seal.

Edwin R. Adams
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires: July 28, 1988

(SEAL)

Edwin R. Adams
Notary Public

My commission expires: July 28, 1988

☆ GPO 1-83 677-359

628 Released BK. 13 Rls. Pg. 713

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Bill D. Haines, a single man herein designated as Mortgagor, of Rock Springs, County of Sweetwater, State of Wyoming, to secure the payment of the principal sum of Nine Thousand Five Hundred Eighty-three dollars and 68/100--- Dollars ($ 9,583.68), with interest as evidenced by a promissory note dated October 15, 1984 herewith to the order of

First Wyoming Bank, N.A. - Kemmerer
801 Pine Avenue
Kemmerer, WY 83101

hereinafter designated Mortgagee, principal and interest payable in 36 installments of $ 340.08 each on the 15th day of each month, beginning on the 15th day of November 19, 84, 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 October 15, 1987, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot Four (4), West Four Subdivison, Sublette County, State of Wyoming as the same appears on the official plat thereof as 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 or of record and to easements and rights of way of record or in use; to prior mineral reservations of record. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE. NO PUBLIC MAINTENANCES OF STREETS OR ROADS.

203776

RECORDED October 19 1984 4:15 PM
IN BOOK 42 Mtg PAGE 628
FEE $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, 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:

REL-061(2-84)

[redacted] [redacted] [redacted]

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

6. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself 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 be come 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 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 forclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to the Mortagee 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. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee'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, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee 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 Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note.

10. 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.

11. 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 quit-claim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) has hereunto set his hand(s) this 15th day of October, 19 84.

In the presence of—

Bill D. Haines

THE STATE OF WYOMING,
County of Lincoln } ss:

On this 15th day of October, 1984, before me personally appeared Bill D. Haines to me known to be the person described in and who executed the foregoing instrument, and acknowleged that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notary seal this 10th day of October, A. D. 1984

(Seal)

Bruna A Lozano
Notary Public

My Commission expires
May 2/1988

MORTGAGE D[redacted]RM NO. 4½ [redacted] [redacted] THE MILLS COMPANY, SHERIDAN 14302

24

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ELLEN LOUISE NEELY, a single woman,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Three Thousand and N0/100 ($3,000.00) Dollars, due 10-20-86 with interest from 10-16-84 at the rate of eighteen (18%) per cent per annum, payable monthly evidenced by One (1) promissory note, of even date herewith, payable in 24 equal monthly payments of $149.78 which include interest at the rate of 18% per annum; first said payment due 11-20-84 and on the 20th day of each month thereafter until paid in full; do es hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Part of the SE¼SE¼ of Section 5, T.35N., R. 113W., 6th P.M., Sublette County, Wyoming.
Beginning at the corner of Sections Four (4), Five (5), Eight (8) and Nine (9) of Township 35 North, Range 113 West of the 6th P.M.;

Thence proceeding North 00°03'West 847.3 feet to a point;
Thence North 76° 04' West 690.3 feet to a point;
Thence North 05° 30' East 100.0 feet to a point;
Thence North 84° 30' West 435.6 feet to a point;
Thence South 05° 30' West 100.0 feet to a point;
Thence South 84° 30' East 435.6 feet, more or less, to the point of beginning of the tract and containing 1.0 acres, more or less.

TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and to prior mineral reservations of record.

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

The mortgagor agree a to pay the indebtedness hereby 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 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 16th day of October A. D. 19 84.

In the presence of

Ellen Louise Neely
ELLEN LOUISE NEELY

203818

RECORDED October 22 1984 4:45 P M
IN BOOK 43 Misc PAGE 631
FEES 6.00 Lois E Yoder COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Bruce
631

Release - Book 13, Page 455
11-10-86

632

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Ellen Louise Neely,

, ,

this 16th day of October, 19 84.

Witness my hand and official seal.

Jan W. Tolon
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

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, $

[redacted] [redacted] [redacted]

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 14302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DARRELL COPELAND and CAROL COPELAND, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty-Two Thousand and NO/100 ($32,000.00) Dollars, due 10-20-94 with interest from 10-11-84 at the rate of sixteen (16%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of $536.05 which include interest at the rate of 16% per annum; first said payment due 11/1/84 and payable on the 1st day of each month thereafter until paid in full; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Nine (9), Ten (10) and Eleven (11), Block Three (3), Original Townsite of Big Piney, Sublette County, Wyoming as the same appears of record on the official map or plat thereof as 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 or of record and to easements and rights of way of record or in use; and,
SUBJECT TO: prior mineral reservations of record.

203853

RECORDED October 25 1984 11:01 AM
IN BOOK 42 Mtg PAGE 633
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 11 day of October A. D. 1984.

In the presence of

Darrell Copeland
DARRELL COPELAND

Carol Copeland
CAROL COPELAND

Rlsd. Bk 18 pg. 202 9/3/96

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Darrell Copeland and Carol Copeland, this 11th day of October, 1984.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

[redacted] [redacted] [redacted]

MORTGAGE DEED—FORM NO. 4-A THE MILLS COMPANY, SHERIDAN

MORTGAGE

THIS MORTGAGE, made this 25th **day of** October, 1984, **between** Joe Andrew Retel, a single man,

of Sweetwater **County, Wyoming, hereinafter referred to as the "Mortgagor," and** the Rock Springs National Bank, a United States banking corporation, doing business at 333 Broadway, Rock Springs,

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

The Mortgagor, for and in consideration of the sum of Thirty-eight 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-eight 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.

Joe Andrew Retel

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 25th day of October, 1984, before me personally appeared

Joe Andrew Retel, a single man,

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

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

My commission expires: May 24, 1985

Lenora Yardas
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:

RISE Book 42, Page 782

638

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles D. and JoAnn Mahoney, Husband and Wife,
herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Seventy Three Thousand and no/100---------- Dollars ($ 73,000.00) with interest as evidenced by a promissory note dated October 15, 1984 herewith to the order of

First Wyoming Bank N.A. - Big Piney
440 Budd Avenue
Big Piney, WY 83113

, hereinafter designated Mortgagee, principal and interest payable in one (1) installments of $73,000.00 + ~~XXXXXXXXX~~ interest ~~XXXXXXXX

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 herein before 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 JoAnn Mahoney, wife of the said Charles D. Mahoney 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 15th day of October, 19 84

In the presence of—

Charles D. Mahoney
Charles D. Mahoney

JoAnn Mahoney
JoAnn Mahoney

THE STATE OF WYOMING
COUNTY OF Sublette } ss:

On this 15th day of October 19 84, before me personally appeared Charles D. and JoAnn Mahoney 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 notary seal, this 15th day of October, A. D. 1984

(Seal)

My commission expires

~~September [redacted] 1985~~
August 7, 1986

Notary Public.

203888

RECORDED October 26 1984 3:45PM
IN BOOK 42 Mtg PAGE 641
FEES $26.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy M Thune

[Space Above This Line For Recording Data]

Loan #014-1400073
Commitment #6735-T

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 26, 19 84 The mortgagor is Robert A. Harrower and Karen B. Harrower, Husband and Wife ("Borrower"). This Security Instrument is given to ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 2020 Carey Avenue Cheyenne, Wyoming 82001 ("Lender"). Borrower owes Lender the principal sum of --One Hundred Forty-Five Thousand Two Hundred & No/100-- Dollars (U.S. $ -145,200.00--). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2014. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in Sublette County, Wyoming:

A tract of land in the E½SW¼ of Section 3, Township 33 North, Range 109 West 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point located at the junction of the center line of a 60 foot wide Right of Way and is the North East Corner of the following described property, said point being N.29°11'17"W., 1651.13 feet from the South Quarter Corner of Section 3;
thence from said point of beginning S.35°30'E., 100.00 feet;
thence S.17°38'48"W., 566.78 feet;
thence S.89°22'W., 200.00 feet;
thence North 200.00 feet;
thence East 224.61 feet;
thence N.15°E., 374.04 feet;
thence N.35°30'W., 74.49 feet;
thence N.87°08'E., 35.62 feet to the point of beginning.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF PINE CREEK.

which has the address of S. Fremont Street [Street], Pinedale [City], Wyoming 82941 [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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

[redacted] [redacted] [redacted]

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 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. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- [XX] Adjustable Rate Rider
- [ ] Condominium Rider
- [ ] 2–4 Family Rider
- [ ] Graduated Payment Rider
- [ ] Planned Unit Development Rider
- [ ] Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Robert A. Harrower (Seal)
Robert A. Harrower --Borrower

(Seal)
--Borrower

Karen B. Harrower (Seal)
Karen B. Harrower -Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING)
)SS
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 26th day of October, 1984 by Robert A. Harrower and Karen B. Harrower, Husband and Wife.

Edwin R. Adams
Notary Public

My Commission Expires: 7/28/88

Edwin R. Adams
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires:
July 28, 1988

Loan No: 014-1400073

ADJUSTABLE RATE RIDER TO MORTGAGE
(One-Year Adjustable)

THIS ADJUSTABLE RATE RIDER is made this 26th day of October 19 84, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note to ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION ("Lender") of the same day ("Note") and covering the property described in the Security Instrument and located at: S. Fremont Street
Pinedale, Wyoming 82941

Which mortgage covers the following described real property situated in Sublette County, Wyoming:

SEE ATTACHED SCHEDULE C

THE PROMISSORY NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENTS. BORROWER'S MONTHLY PAYMENT WILL NOT INCREASE DURING THE FIRST YEAR OF THE NOTE. THE REMAINING MONTHLY PAYMENTS COULD INCREASE OR DECREASE, DEPENDING ON CHANGES IN THE INTEREST RATE.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY CHARGES.

The Note provides for an initial interest rate of --Twelve and No/100-- percent (12.00). Sections 2 through 5 of the Note provide for changes in the interest rate and the monthly payments, as follows:

2. Interest.

a. Interest Owed: Interest will be charged on that part of principal which has not been paid, beginning on the date I receive principal and continuing until the full amount of principal has been paid. Beginning on the date I receive principal, I will owe interest at a yearly rate of 12.00 %. The interest rate will change in accordance with Section 4.a. of this Note on the first day of November , 19 85 and on that day every 12th month thereafter. Each date on which my interest rate chould change is called an "Interest Change Date".

b. The Index: Beginning with the first Interest Change Date, my interest rate will be based on an index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Interest Change Date is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

c. Interest After Default: If I default under this Note and the default is not cured as provided in Section 8.c. below and the Note Holder elects to declare this Note due and payable in full, the outstanding principal balance and all accrued interest thereon will thereafter bear interest at the rate of seven and one-half percent (7.5%) per annum in excess of the rate of interest then in effect under this Note or the highest rate permissible under applicable law, whichever is less. The default rate of interest will remain in effect until this Note is paid in full or until the default is otherwise cured.

3. Time and Place of Payments.

I will pay principal and interest by making payments every month. My monthly payments will be applied to interest before principal.

I will make my monthly payments on the first day of each month beginning on December 1 , 19 84 . I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. If on November 1 , 2014 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date". I will make my monthly payments at 2020 Carey Avenue
Cheyenne, WY 82001 , or at a different place if required by the Note Holder.

4. Interest Rate Changes and Full Payment Amount.

a. Calculation of New Interest Rate and Full Payment Amount: Each of my monthly payments will be a Full Payment Amount. A "Full Payment Amount" is the monthly amount sufficient to repay the amount I originally borrowed, or the unpaid principal balance of my loan as of an Interest Change Date, in full on the maturity date at the interest rate I am required to pay by Section 2 above

or this Section 4.a. in substantially equal payments. Beginning on the date of this Note, my first Full Payment Amount will be U.S. $ --1,493.55-- until the first Interest Change Date.

At each Interest Change Date, the Note Holder will calculate my new interest rate by adding two and three-quarters percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Change Date except that any upward change in the interest rate will be limited to the initial interest rate set forth in this Note plus five (5) percentage points (one percent equals 100 basis points), and any downward change will be limited to the initial interest rate set forth in this Note minus five (5) percentage points. Additionally, for each interest rate adjustment, any upward change in the interest rate will further be limited to the interest rate payable immediately preceding the then current Interest Change Date plus two (2) percentage points, and any downward change in the interest rate will be further limited to the interest rate payable immediately preceding the then current Interest Change Date minus two (2) percentage points. Whichever of the above limitations is first reached shall be the limitation that applies at each Interest Change Date. My interest rate may change every twelve months after the first year of this Note, and my monthly payment amount due will also change every twelve (12) months.

The principal balance I owe will be decreased as each payment is made, and no increases to the principal balance will occur.

b. Required Payment Amount: The monthly payment I will pay will change in accordance with Section 4.a. of this note of the first day of December, 19 85 and on that day every 12 months thereafter. Each date on which the payment could change is called a "Payment Change Date". Prior to each Payment Change Date the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan that I am expected to owe one month prior to the Payment Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is my new Full Payment Amount. I will pay the Full Payment Amount as my monthly payment beginning on each Payment Change Date.

5. Notice of Changes.

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. LOAN CHARGES.

Borrower agrees that all charges in the nature of interest upon the indebtedness evidenced hereby shall constitute interest, and Borrower hereby agrees to pay the same at the annual percentage rate which would result and can be determined at the time such indebtedness has been paid in full.

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (2) any sums already collected from Borrower which exceeded permitted limits will be returned to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is made by reducing principal, the reduction will be treated as a partial prepayment under the Note.

C. LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument, or this Adjustable Payment Rider (other than this Paragraph C.) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Adjustable Payment Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Payment Rider.

Robert A. Harrower
Robert A. Harrower

Karen B. Harrower
Karen B. Harrower

Form No. 1056-4
All Policy Forms

SCHEDULE C

The land referred to in this policy is situated in the State of WYOMING
County of SUBLETTE and is described as follows:

A tract of land in the E½SW¼ of Section 3, Township 33 North, Range 109 West 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point located at the junction of the center line of a 60 foot wide Right of Way and is the North East Corner of the following described property, said point being N.29°11'17"W., 1651.13 feet from the South Quarter Corner of Section 3;
thence from said point of beginning S.35°30'E., 100.00 feet;
thence S.17°38'48"W., 566.78 feet;
thence S.89°22'W., 200.00 feet;
thence North 200.00 feet;
thence East 224.61 feet;
thence N.15°E., 374.04 feet;
thence N.35°30'W., 74.49 feet;
thence N.87°08'E., 35.62 feet to the point of beginning.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF PINE CREEK.

Loan No.: 014-1400073

RIDER TO MORTGAGE
(Option to Convert to Fixed Rate)

THIS RIDER is made this 26th day of October, 19 84, and is incorporated into and shall be deemed to amend and supplement that certain Deed of Trust, Mortgage, or Deed to Secure Debt ("Security Instrument") of even date herewith, in the principal amount of One Hundred Forty-Five Thousand Two Hundred & No/100 Dollars ($ -145,200.00---), given by me/us ("Borrower") to ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION ("Lender"), which mortgage covers the following described real property situated in Sublette County, Wyoming:

SEE ATTACHED SCHEDULE C

OPTION TO CONVERT TO FIXED RATE.

Notwithstanding the provisions of any other Riders to the Mortgage, Deed of Trust, or Deed to Secure Debt or the provisions of any other Addendum to the Note or the provisions of the Note concerning required adjustments in the interest rate and payment amount due under the Note, Lender agrees that Borrower shall have the right, at Borrower's option, to convert the obligation for which the Deed of Trust is security according to the following terms and conditions:

1. Borrower may elect to have the interest rate on the loan fixed for the remainder of the loan term, as the loan term may be modified pursuant to Subparagraph b. below. If Borrower makes this election:

a. The interest rate will be fixed at that rate being offered by Lender for fixed rate residential loans (other than government insured, guaranteed, or subsidized loans) as of the day on which the fee described in Paragraph 3 below is received by Lender.

b. In the event Lender is then offering more than one type of fixed rate non-graduated payment residential loan, Borrower will have the right to select the type of loan ("Loan Program") to be used to determine the fixed interest rate of the Note. If, however, the provisions of the Loan Program selected by Borrower vary from the provisions of the Note, the provisions of the Note will be modified to coincide with the provisions of the Loan Program. By way of example only, if the term of the Loan Program selected by the Borrower is 15 years and the term of the Note is 30 years, as a condition of the conversion, the Note will be modified to reduce its term to 15 years from the date on which the Note was originally executed by Borrower. The Loan Program from which Borrower shall have a right to select shall not include government insured, government subsidized or other Loan Programs (such as FHA, VA, WCDA, etc).

c. In the event the maturity date of the Note is changed as in the example provided in Subparagraph b. above, the term will be deemed to have commenced on, and the maturity date will be calculated from the date on which the Note was originally executed by Borrower and not the date on which the conversion occurred.

2. The election may be exercised at any time on or before five (5) years from the date on which the Note is executed by Borrower if, but only if, Borrower is current with respect to all payments due under the Note for the twelve (12) months prior to the conversion. The election may be made by sending written notification specifying Borrower's name and loan number to Lender at the address which is the regular mailing address for monthly installment payments, and by paying the conversion fee required.

3. A conversion fee in the amount of one percent (1%) of the outstanding principal balance of the Note on the date the notice is received by Lender or $400.00, whichever is greater, shall be payable on or before the conversion date as requested by Lender. In addition to the conversion fee, Lender may require Borrower to reimburse Lender for all administrative costs reasonably incurred by Lender in effectuating the conversion, which costs will include, but not be limited to, credit report fees, recording fees, and title insurance premiums.

4. The option to convert is assignable to those persons who hereafter assume the obligations evidenced by the Note and may be exercised by any such persons.

5. On the first day of the first calendar month immediately following the day on which the fee described in Paragraph 3. above is paid, the interest rate will be fixed as specified herein, and the monthly payment amount will be fixed based on a full amortization of the then remaining principal balance over the number of years remaining in the loan term (as the loan term may be modified pursuant to Subparagraph 1. b. above) at the new interest rate. From the date the conversion takes place through the end of the loan term, the provisions of Sections 2 and 4 of the Note relating to adjustments in interest rate and payment amount will no longer apply, and the interest rate and

monthly payment amount due pursuant to the Note will be formally modified to provide for monthly principal and interest payments in a fixed amount sufficient to pay off the loan by the end of the original loan term or any shorter term which might be applicable for the Loan Program selected.

6. Notwithstanding any provision in this Addendum to the contrary, as a condition of the conversion, Borrower must continue to have satisfactory credit and must qualify for the payment at the fixed rate according to the underwriting guidelines of Lender in effect at the time of the conversion.

7. As used herein, the term "Lender" means Rocky Mountain Federal Savings and Loan Association or anyone who takes the Note by transfer and who is entitled to receive payments under the Note.

NOTE: IF THE LOAN IS ASSUMABLE PURSUANT TO THE TERMS OF AN ADDENDUM TO THE PROMISSORY NOTE AND/OR A RIDER TO THE DEED OF TRUST, YOUR EXERCISE OF THIS OPTION TO CONVERT TO A FIXED RATE WILL PERMANENTLY END THE ASSUMABILITY FEATURE PROVIDED FOR THEREIN. WHEN THE LOAN HAS BEEN MODIFIED TO A FIXED RATE, IT WILL NO LONGER BE ASSUMABLE.

By signing this, Borrower agrees to all of the above.

Robert A Harrower
Robert A. Harrower

Karen B Harrower
Karen B. Harrower

650

Form No. 1056-4
All Policy Forms

SCHEDULE C

The land referred to in this policy is situated in the State of WYOMING
County of SUBLETTE and is described as follows:

A tract of land in the E½SW¼ of Section 3, Township 33 North, Range 109 West 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point located at the junction of the center line of a 60 foot wide Right of Way and is the North East Corner of the following described property, said point being N.29°11'17"W., 1651.13 feet from the South Quarter Corner of Section 3;
thence from said point of beginning S.35°30'E., 100.00 feet;
thence S.17°38'48"W., 566.78 feet;
thence S.89°22'W., 200.00 feet;
thence North 200.00 feet;
thence East 224.61 feet;
thence N.15°E., 374.04 feet;
thence N.35°30'W., 74.49 feet;
thence N.87°08'E., 35.62 feet to the point of beginning.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF PINE CREEK.

Loan No.: 014-1400073

RIDER TO DEED OF TRUST, MORTGAGE, OR DEED TO SECURE DEBT
(Assumption of Obligations)

THIS RIDER is made this 26th day of October, 19 84, and is incorporated into and shall be deemed to amend and supplement that certain Deed of Trust, Mortgage, or Deed to Secure Debt ("Security Instrument") of even date herewith, securing a promissory note ("Note") in the principal amount of One Hundred Forty-Five Thousand Two Hundred and No/100-- Dollars ($ -145,200.00-) given by me/us ("Borrower") to ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION ("Lender"), which mortgage covers the following described real property situated in Sublette County, Wyoming:

SEE ATTACHED SCHEDULE C

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

TRANSFER OF THE PROPERTY; ASSUMPTION.

Notwithstanding the provisions of any other Rider to the Mortgage or the provisions of the Addendums to the Note or the provisions of the Note concerning Lender's option to accelerate the sums due thereunder, Lender agrees that, during the time the interest rate on the Note is subject to future adjustments, Lender will not exercise its option to declare all sums immediately due and payable in the event that all or any part of the real property which is the security for the Note, or an interest therein, is sold or transferred by Borrower if the obligations evidenced by the Note are assumed by the transferee of the real property which is security for the Note on the following terms and conditions:

1. Lender may require the prospective transferee of the property to meet Lender's then current underwriting criteria so as to assure Lender that the transferee is qualified to incur and repay the then outstanding principal balance of the loan on the terms and conditions set forth in the Note. Lender's underwriting criteria shall not require qualification under guidelines any more restrictive than those required by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association in the area where the property is located at the time the assumption is made.

2. If required by Lender, at its sole option, the prospective transferee of the property must intend to occupy the property as a primary residence on a year-round basis, and do so after the assumption has been completed.

3. Lender may require payment of a loan assumption fee, which fee shall not be in excess of 1% of the outstanding loan balance at the time of assumption for original loan amounts of $114,000.00 or less, and not in excess of 1.5% of the outstanding loan balance at the time of assumption for original loan amounts of $114,001.00 or over.

4. Lender may require payment of a reasonable transfer fee upon assumption of the loan. Such fee shall not increase the interest yield to Lender on the loan and shall only be in such amount as is necessary to compensate Lender for administrative costs reasonably incurred in effectuating the change.

5. The transferee of the real property which is security for the Note assumes and agrees to perform the obligations evidenced by the Note.

6. Provided that the conditions set forth in Paragraph Nos. 1, 2, 3, 4, and 5 above are met, if such conditions are requested by Lender to be met, Lender agrees that (i) it shall not increase the interest rate on the loan, except as to increases that may be set forth in the original Note and any addendum thereto relating to interest rate adjustments for adjustable rate loans, and (ii) it shall not declare all sums owing under the Note immediately due and payable by reason of the transfer of property or an interest therein.

By signing this, Borrower agrees to all of the above.

Robert A Harrower
Robert A. Harrower

Karen B Harrower
Karen B. Harrower

Form No. 1056-4
All Policy Forms

SCHEDULE C

The land referred to in this policy is situated in the State of WYOMING
County of SUBLETTE and is described as follows:

A tract of land in the E½SW¼ of Section 3, Township 33 North, Range 109 West 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point located at the junction of the center line of a 60 foot wide Right of Way and is the North East Corner of the following described property, said point being N.29°11'17"W., 1651.13 feet from the South Quarter Corner of Section 3;
thence from said point of beginning S.35°30'E., 100.00 feet;
thence S.17°38'48"W., 566.78 feet;
thence S.89°22'W., 200.00 feet;
thence North 200.00 feet;
thence East 224.61 feet;
thence N.15°E., 374.04 feet;
thence N.35°30'W., 74.49 feet;
thence N.87°08'E., 35.62 feet to the point of beginning.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF PINE CREEK.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gordon LaMar James and Sharon Warr James, husband and wife herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of ------Twelve thousand dollars and no/100---------- Dollars ($12,000.00), with interest as evidenced by a promissory note dated October 29, 1984 herewith to the order of

First Wyoming Bank, N.A.-Big Piney
440 Budd Ave., Big Piney, Wyoming 83113

, hereinafter designated Mortgagee, principal and interest payable in eleven installments of $ 210.46 each on the 29th day of each month, beginning on the 29th day of November, 1984, 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 12th installment on October 29, 1985 hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

Lot 8, Cross Lazy Two Subdivision, Sublette County, Wyoming.
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

203901

RECORDED October 29 1984 2:00 P.M.
IN BOOK 42 Misc. 653
FEES $ 8.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Chase

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:

REL-061 (1-76)

653

Released Bk. 14 Rel. of Mtg. 474

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 wife of the said 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 hereunto set hand(s) this day of , 19

In the presence of—

/ Gordon LaMar James
Gordon LaMar James

X Sharon Warr James
Sharon Warr James

THE STATE OF WYOMING }
COUNTY OF } ss:

On this 29 day of October 1984, before me personally appeared Gordon LaMar James & Sharon Warr James to me known to be the person described in and who executed the foregoing instrument, and acknowledged that Gordon & Sharon James executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notary seal, this 29 day of October, A. D. 1984

(Seal)

My commission expires
July 9, 1985

Notary Public.

656

MORTGAGE DEED—FORM NO. 4-A

THE HILLS COMPANY, SHERIDAN 154129

SECOND
MORTGAGE

THIS MORTGAGE, made this _____ day of October, 19 84, between Robert G. Williams and Barbara M. Williams, husband and wife,

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

Joseph J. Retel, Stella A. Retel and Joe A. Retel, as joint tenants with right of survivorship,

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

The Mortgagor, for and in consideration of the sum of

-------- One Hundred Sixty-three Thousand Nine Hundred and No/100 -----

($ 163,900.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

A tract of land located in Lot 4 ($NW\frac{1}{4}NW\frac{1}{4}$) of Section 4, T. 33 N., R. 109 W., of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

Beginning at the northeast corner of said Lot 4, said point being on the centerline of U.S. 187; thence from said point of beginning S. 00°22'46" W. along the east boundary of said Lot 4, a distance of 435 feet; thence S. 89°48'36" W., a distance of 360 feet; thence N. 00°22'46" E. along the centerline of Country Club Lane, a distance of 435 feet; thence N. 89°48'36" E. along the north section line and said centerline of U.S. 187, a distance of 360 feet to the point of beginning; said tract contains 3.59 acres, more or less.

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

203932

RECORDED October 31 1984 11:40AM
IN BOOK 42 Mortgage PAGE 656
FEES $ 8.00 Dick Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

Mortgagor 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 ---------- One Hundred Sixty-three Thousand Nine Hundred and No/100 ----------

($ 163,900.00) Dollars, together with interest thereon at the rate of eleven per cent (11 %) per annum from October 15, 19 84, until paid, according to the conditions of one promissory note, dated October 15, 19 84, the ultimate maturity date of which is , 19 , which promissory note was executed and delivered by

Robert G. Williams and Barbara M. Williams

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

Robert G. Williams
Robert G. Williams

Barbara M. Williams
Barbara M. Williams

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sublette } ss.

On this 31st day of October, 1984, before me personally appeared

Robert G. Williams and Barbara M. Williams, 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: 11/22/87.

FAYE HAMMONS-NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires Nov. 22, 1987

Faye Hammons
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:

UNITED SAVINGS BANK OF WYOMING FSB

DATED October 31, 1984 **MORTGAGE NO.** 003-4008222

Gary P. Lever and Micheline A. Lever, husband and wife,

Mortgagors hereby grant, bargain, sell, convey, confirm, mortgage and warrant to UNITED SAVINGS BANK OF WYOMING FSB, a Wyoming corporation, Mortgagee, its successors and assigns, the real estate in Sublette County, Wyoming described as:

LOT 5, BLOCK 2, SIEVERS SUBDIVISION, SUBLETTE COUNTY, WYOMING.

203980

RECORDED November 2 1984 2:04 P M
IN BOOK 42 Mtg PAGE 659
FEES $ 6.00 Lavina J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

Together with all and singular the fixtures, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including without limitation all structures and affixed equipment, oil, gas, electric and other heating, lighting, plumbing, air-conditioning, water and cooling apparatus and systems, oil burners, stokers, thermostats, regulators, tanks, heaters, water softeners, filters, motors, pumps, radiators, incinerators, grates, venetian blinds, window shades, mirrors, mantels, hardware, globes, awnings, storm doors, storm windows, screen doors, screen windows, arbors, rock gardens, fences, gates, trees, and shrubs, now or hereafter placed upon said land, all of which things shall be deemed to be parts of the realty regardless of the manner in which they may be affixed to or upon the same or any part thereof, and together with the buildings and structures now thereon or hereafter erected thereon and all additions, alterations, improvements, and repairs thereof and all property of like kind and character hereafter acquired and placed thereon.

TO HAVE AND TO HOLD The same to the Mortgagee, its successors and assigns forever. The Mortgagors hereby covenant with the Mortgagee that the Mortgagors are lawfully seized of said premises and have good right to sell and convey and mortgage the same; that the same are free from all encumbrances; that the Mortgagee, its successors and assigns, shall quietly enjoy and possess said premises and the said Mortgagors will warrant and defend the title to the same against all lawful claims whatsoever.

THE MORTGAGORS HEREBY DO COVENANT AND AGREE WITH THE MORTGAGEE as follows:

1. This Mortgage is given to secure payment and the Mortgagors promise to pay to Mortgagee Forty Three Thousand and no/100---------- Dollars with interest evidenced by a Mortgage Note and all other amounts due thereunder when and as the same shall become due and payable, with interest payable monthly. Said principal shall be payable January 31, 1985 and makers may pay part or in full before maturity at their option. Time is of the essence and if any amount which this Mortgage secures shall not have been paid when due or in case another event of default shall occur as provided in the Mortgage Note or this Mortgage, the entire indebtedness may become due and payable at once at the option of the holder and without notice and thereafter the unpaid principal shall bear interest at the rate of Sixteen and One-Half (16.50 %) per annum; failure to exercise this option howsoever often shall not constitute a waiver of the right to exercise it thereafter. If and when payment in full shall have been made as provided for herein, then these presents to be void, otherwise to remain in full force and effect.

2. Mortgagors will pay the indebtedness hereby secured promptly and in full compliance with the terms of said note and this mortgage, and the time of payment of said indebtedness, or any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability of the lien hereby created. If the property mortgaged hereby shall be conveyed by the Mortgagors, the Mortgagee, its successors and assigns, shall have an option to declare the entire indebtedness due and payable at once; and the acceptance of any monthly payment by the Mortgagee shall not constitute a waiver of this option, and consent to any one such conveyance shall not constitute consent to any subsequent conveyance or a waiver of this option.

3. Mortgagors will keep all buildings and other fixtures now or hereafter on the premises insured by companies satisfactory to the Mortgagee against loss by fire, smoke, water, windstorm and other hazards (including extended coverage), including war damages when requested in writing by the Mortgagee, in such amounts and form as the Mortgagee may require; to deliver to the Mortgagee the policies for insurance, with mortgage clauses attached thereto, in favor of and in form satisfactory to the Mortgagee or its assigns; to deliver to the Mortgagee all renewal policies at least ten (10) days prior to the expiration of the existing policies; in case of the occurrence of a loss under any policy to give notice thereof by mail to the Mortgagee, hereby authorizing and empowering the Mortgagee to make proof of loss if the Mortgagors fail to do so, and to demand, receive and receipt for monies becoming payable thereunder, and to pay or cause to be paid to the Mortgagee the proceeds of such insurance or any part thereof which at the option of the Mortgagee shall be applied either in reduction of the indebtedness secured hereby or to the repair and restoration of the property damaged.

4. Mortgagors will pay when due and discharge all prior liens and encumbrances now existing, if any, and keep the premises free and clear of all other liens and encumbrances which may be or become superior to the lien created hereby.

5. Mortgagors will not commit or permit waste on the premises, nor demolish nor remove therefrom any building without the written consent of the Mortgagee; and will keep and maintain the premises in good repair.

6. Mortgagors will pay all expenses and attorneys' fees incurred by the Mortgagee, its successors or assigns, for the protection of the lien of this Mortgage or for the collection of any amount due on the instrument which this Mortgage secures or for the preservation of the property mortgaged.

7. Mortgagors will comply promptly, at the expense of the Mortgagors, with all laws, statutes, ordinances and regulations affecting the premises in any manner whatsoever.

8. Mortgagors will pay to or cause to be paid directly to the Mortgagee, for application upon the indebtedness secured hereby, the full amount of any award or compensation for the taking or damaging by condemnation proceedings under the power of eminent domain of all or any part of the mortgaged premises.

8-13-85
Rlse Book W, Page 752

9. In case of the failure of the Mortgagors to do so, the Mortgagee may make any payment or perform any covenant herein to be made or performed by the Mortgagors and any payment so made or expense incurred in connection therewith by the Mortgagee shall bear interest at the rate of Sixteen and One-Half per cent (16.50 %) per annum and shall be immediately repayable by the Mortgagors, shall be impressed as additional lien upon the Mortgaged premises, and this Mortgage shall thereupon secure the repayment of such advances with interest.

10. In case an event of default shall occur in making payments or performing any other covenants or agreement required of Mortgagors as provided in the Mortgage Note or this Mortgage, the Mortgagors hereby authorize and empower the Mortgagee, its successors and assigns to foreclose this Mortgage by advertisement and sale as provided by the statutes of the State of Wyoming or to foreclose this Mortgage by judicial proceedings and conveying the same to the purchaser in accordance with the statutes of the State of Wyoming, and out of the monies arising from such sale to retain all sums secured hereby with interest and all legal costs and charges of such foreclosure and attorney's fees of ten per cent of the original amount of the mortgage note which this Mortgage secures (or such other amount as shall be fixed by the Court in the event of judicial foreclosure or receivership), which costs, charges and fees the Mortgagors agree to pay. In case of the foreclosure of this Mortgage, the Mortgagors hereby authorize and empower the Mortgagee, its successors and assigns, to effect insurance upon the building and fixtures aforesaid for a period covering the time for redemption for the sale of said premises under such foreclosure, and to pay the premium therefor and the amount so paid shall be impressed as an additional lien upon said premises and shall be secured by and be collectible as a part of this Mortgage and bear interest at the rate of Sixteen and One-Half per cent (16.50 %) per annum from the date said amount is paid. In case the proceeds from foreclosure sale are insufficient to pay the total indebtedness secured hereby, the Mortgagors bind themselves to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgement.

11. Upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the Mortgagee, or the purchaser at such sale, shall, at once and without notice to the Mortgagors or any other person, appoint a receiver for said premises to take possession thereof, to collect rents, issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of rents, issues, and profits to keep the premises in good repair and condition and to pay all taxes, assessments, and special assessments, and to redeem from sale for taxes, assessments, and special assessments, and to pay insurance premiums necessary to keep the premises insured in accordance with the provisions of this Mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.

12. In consideration of the sum of One Dollar and other valuable consideration, the receipt whereof hereby is acknowledged, the Mortgagors hereby do assign, transfer and set over to the Mortgagee, its successors and assigns, the rent, profits and income from the Mortgaged property with full and complete authority and right in the Mortgagee in case of default as provided for in this Mortgage and the Mortgage Note to demand, collect, receive and receipt for the same and to take possession of the Mortgaged property without having a receiver appointed therefor and to rent and manage the same from time to time and apply the net proceeds of such upon the indebtedness.

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

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

IN WITNESS WHEREOF, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state, Mortgagors have signed and sealed this Mortgage.

Witness

Gary P. Lever (Seal)

Witness

Micheline A. Lever (Seal)
Micheline A. Lever

STATE OF WYOMING
} ss.
COUNTY OF Sweetwater

On this 31st day of October, 19 84, before me personally appeared

Gary P. Lever and Micheline A. Lever, husband and wife,

to me known to be the persons described in and who executed the foregoing instrument; and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife, having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 31st day of October, 19 84.

My Commission expires 3/5/85

Notary Public

NOTARY PUBLIC
SWEETWATER COUNTY, WYOMING

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DALE G. CHOUTEAU, a married man dealing in his sole and separate property,

mortgagor, of Box 647, Pinedale, Sublette County, State of Wyoming, to secure the payment of Fifty-Six Thousand Two Hundred Seventy-Six and 92/100($56,276.92) Dollars, due 11-1-92 with interest from 11-1-84 at the rate of sixteen(16%) per cent per annum, payable monthly evidenced by One (1) promissory note, of even date herewith, payable in 96 equal monthly payments of $1042.62 which include interest at the rate of 16% per annum; first said payment due 12-1-84 and payable on the 1st day of each month thereafter until paid in full, do es hereby mortgage to FIRST NATIONAL BANK OF PINEDALE

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

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

Lot Eight (8), Sunny Slope Subdivision, Sublette County, Wyoming as the same appears of record on the official plat thereof as 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 or of record and to easements and rights of way of record or in use; prior mineral reservations of record.

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

Mortgagor hereby certifies and states that the real property mortgaged herein has never served as the residence or homestead of the wife of the Mortgagor, Clyma Glyn Chouteau.

The mortgagor agree s to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 1 day of November A. D. 19 84.

In the presence of

203996

/ Dale G. Chouteau
DALE G. CHOUTEAU

RECORDED November 8 1984 8:00 AM
IN BOOK 12 Mtg. PAGE 660
FEES 6.00 Sandy Hyde COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M Deweese

3-8-85 Rlse Mtg. Book 12, Page 610

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Dale G. Chouteau,

, ,

this 1 day of November, 1984.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

JAN W. TAYLOR NOTARY PUBLIC SUBLETTE COUNTY WYOMING

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GARY S. WILSON and DEBORAH J. WILSON, husband and wife,

mortgagorS, of Sublette County, State of Wyoming, to secure the payment of Eight Thousand Seven Hundred and N0/100 ($8,700.00) ———— Dollars, due 5-20-86 with interest from 10-16-84 at the rate of sixteen (16%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 30 equal monthly payments of $353.77 which include interest at the rate of 16% per annum; first said payment due 11-20-84 and on the 20th day of each month thereafter until paid in full; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A TRACT OF LAND LOCATED IN THE SE¼SE¼ of SECTION 28, TOWNSHIP 34 NORTH, RANGE 109 WEST OF THE 6TH P.M. SUBLETTE COUNTY, WYOMING and more particularly described as follows:

BEGINNING at a point which bears N.55°39'57"W., a distance of 1022.69 feet from the southeast section corner of said Section 28;

Thence from said point of beginning N.33°10'34"E., a distance of 208.71 feet;

Thence N.56°49'26"W., a distance of 208.71 feet;

Thence S.33°10'34"W., a distance of 208.71 feet;

Thence S.56°49'26"E., a distance of 208.71 feet to the point of beginning said tract containing 1.00 acre, more or less.

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenance thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and to prior mineral reservations of record.

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 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~~ its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

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

Dated this 16 day of October A. D. 19 84.

In the presence of

203997
RECORDED Nov. 5 1984 8:10 A.M.
IN BOOK 42 Misc. PAGE 663.
FEES 6.00 Lou B. Yoh COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

Gary Wilson
GARY S. WILSON

Deborah J. Wilson
DEBORAH J. WILSON

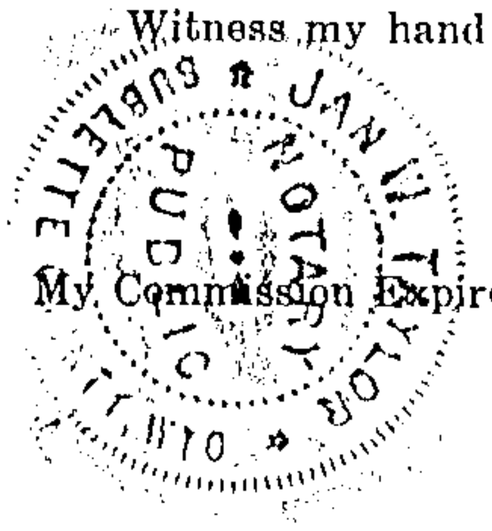
Release Book 13, Pg 344

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Gary S. Wilson and Deborah J. Wilson,

this 16 day of October, 19 84.

Witness my hand and official seal.



My Commission Expires: 1/5/87

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, $

NOTICE OF ASSIGNMENT OF DEEDS OF TRUST

Nile Valley Federal Savings and Loan Association, 1701 First Avenue, P.O. Box 1208, Scottsbluff, Nebraska, 69361, has been assigned and is the Assignee, of all beneficial interest of Mortgage Finance, Inc., Service Corporation, Suite 660, 1600 Broadway, Denver, Colorado 80202, Assignor, under those certain Deeds of Trust identified in Exhibit A attached hereto, consisting of one page for Sublette County.

Together with the notes described and secured by said Deeds of Trust, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deeds of Trust. Said assignments from Mortgage Finance, Inc., Service Corporation to Nile Valley Federal Savings and Loan Association are effective as of the dates of the Deeds of Trust identified in Exhibit A.

Dated this 31st day of October 1984.

NILE VALLEY FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____
Dr. Milton L. Green, President

(ACKNOWLEDGEMENT)

State of Colorado)
)SS.
County of Larimer)

The foregoing instrument was acknowledged before me this 31st day of October 1984.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires March 16, 1988
3000 S. College, Fort Collins, Colo. 80525

204002

RECORDED November 5 1984 8:00 AM
IN BOOK 43 Misc. PAGE 665
FEES $6.00 Lorie J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

NAME	ADDRESS		LOAN #	DATE	BOOK	PAGE	RECEPTION #
Jorgensen, Carl L.	Pinedale	"Mortgage with Release of Homestead	213483-0	9-28-83	40 Mtg.	513	198031
Jorgensen, Carl L.	Pinedale		216784-8	3-7-84	41 Mtg.	296	200207

MORTGAGE DE[redacted]RM NO. 4-A [redacted] THE MILLS COMPANY, SHERIDAN [redacted]

MORTGAGE

THIS MORTGAGE, made this 1st **day of** November, **19** 84, **between** Andrew A. Harrower and Anna M. Harrower, husband and wife,

of Sublette **County, Wyoming, hereinafter referred to as the "Mortgagor," and** the Rock Springs National Bank, a United States banking corporation, doing business at 333 Broadway, Rock Springs,

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

The Mortgagor, for and in consideration of the sum of One Hundred Thousand and No/100 - - -

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

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

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

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

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

[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.

Andrew A. Harrower

Anna M. Harrower

INDIVIDUAL ACKNOWLEDGMENT

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

On this 1st day of November, 1984, before me personally appeared

Andrew A. Harrower and Anna M. Harrower, 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: May 24, 1985

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of, 19, before me personally appeared

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

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

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING)
) ss.
County of)

On this day of, 19, before me personally appeared

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

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

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

My commission expires:

670

Released
Dec 15, 19 44

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That JAMES E. HUTTON and ONEIDA F. HUTTON, mortgagors, of Sublette County, State of Wyoming, to secure the payment of THIRTY-NINE THOUSAND ONE HUNDRED SIXTY-SIX and 67/100 DOLLARS ($39,166.67), with interest from November 1, 1984, at the rate of NINE PER CENT (9%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in FIVE (5) successive annual installments of $7,833.33 principal sum together with the accrued interest, the first of which said installments shall be due and payable on November 1, 1985, and the final installment due and payable on November 1, 1989, DO HEREBY MORTGAGE to MELVIN L. McLOUGHLIN and BETTY LOU McLOUGHLIN, husband and wife, and to the survivor thereof, mortgagees, 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:

A tract of land located in the N/2 NE/4 of Section 35, Township 37 North, Range 110 West of the 6th Principal Meridian, Sublette County, Wyoming and more particularly described as follows:

Beginning at a point on the north section line of Section 35, said point bears S.89°40'09"W., a distance of 1251.36 feet from the northeast corner of said Section 35; thence from said point of beginning S.00°22'31"E., a distance of 972.77 feet;

thence S.89°40'52"W., a distance of 811.62 feet to a point on the east right-of-way line of State Highway 352, said point also being on a curve to the left, the tangent at said point bears N.02°11'52"E., said curve having a central angle of 15°44'00", a radius of 2530.53 feet and a tangent of 349.64 feet;

thence along the arc of said curve and right-of-way line, a distance of 694.88 feet;

thence N.13°32'08"W., a distance of 139.24 feet;

thence N.12°02'09"W., a distance of 150.47 feet;

204010

RECORDED November 5 1984 2:00 P M
IN BOOK 42 Mtg PAGE 670
FEES $8.00 Laura J. Yahr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

thence N.89°40'09"E. along the north section line, a distance of 937.65 feet to the point of beginning;

said tract contains 19.00 acres, more or less;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

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

SUBJECT TO prior mineral reservations of record;

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 ____ - 0 - ____ DOLLARS ($ - 0 -) during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in 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 24th day of October, 1984.

James E. Hutton
JAMES E. HUTTON

Oneida F. Hutton
ONEIDA F. HUTTON

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JAMES E. HUTTON and ONEIDA F. HUTTON, husband and wife, this 24th day of October, 1984.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires: 11/22/87

FAYE HAMMONS-NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1987

MORTGAGE DEED — FORM NO. 4—A

THE MILLS COMPANY, SHERIDAN 158955

MORTGAGE

THIS MORTGAGE, made this 1st day of October, 1984, between Wanda F. Robbins a/k/a Wanda F. Wash of Sheridan County, Wyoming, hereinafter referred to as the "Mortgagor," and First Wyoming Bank, N. A. of Sheridan County, Wyoming, hereinafter referred to as the "Mortgagee."

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

---

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

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

Lots 4, 5, and 6 of Sec. 32, T.31N., R109W., and that portion of Lot 2, Sec. 33, T.31N., R.109W. which lies south of a line bearing S.85°45'34"E. from the West Quarter Corner of said Section 33.

204011

RECORDED November 5 1984 2:00 P M
IN BOOK 42 Misc PAGE 673
FEES $2.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

RISE Book B Page 17

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

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

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

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

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Ten thousand and no/100---------- ($10,000.00) Dollars, together with interest thereon at the rate of 15.25* *FWB Sheridan Base Rate + 1.0%, adj. as base rate changes, said base rate is presently 14.25 (15.25*%) per annum from October 1, 1984 until paid, according to the conditions of one promissory note ----, dated October 1, 1984, the ultimate maturity date of which is ----------, 19----, which promissory note was executed and delivered by Wanda F. Robbins a/k/a Wanda F. Wash

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 Ten thousand and no/100---------- ($10,000.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

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

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

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

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

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

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

Wanda F. Robbins

Wanda F. Robbins a/k/a Wanda F. Wash

Wanda F. Wash

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sheridan } ss.

On this 1st day of October 19 84 before me personally appeared

Wanda F. Robbins a/k/a Wand F. Wash

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

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

My commission expires:

Becky L. Brooks Notary Public
County of Sheridan State of Wyoming
My Commission Expires: Nov. 17, 1987

Becky L. Brooks
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:

Release - Book 13, Pg 175
4-14-86

676

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That EARL L. PRESTON AND DONNA J. PRESTON
Husband and Wife
herein designated as Mortgagor, of Big Piney, County of
Sublette, State of Wyoming; to secure the payment of the principal
sum of Fifty Thousand and no/100 ---------- Dollars ($ 50,000.),
with interest as evidenced by a promissory note dated November 1, 1984 herewith to the order of

First Wyoming Bank, N.A.-Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

, hereinafter designated Mortgagee, principal and
interest payable in one (1) installments of $ 50,000.00 each on the day of each
month, beginning on the day of , 19 , each installment to be applied
to principal, any balance of principal or interest remaining unpaid
shall be due with the FINAL installment on December 31, 1984
hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette
County, State of Wyoming, to wit:

Lots 1, 2, 3, 4, 5, and 6 of Block 52, Marbleton, Sublette County, WY

This mortgage is given in consideration of monies loaned to Wyoming Electric, Inc. as evidenced that certain promissory note of even date and like amount including all extensions and renewals thereof.

Mortgagor expressly covenants that its obligation to the Mortgagee shall not be assumed by any other party and that Mortgagor shall remain the sole obligor until said obligation is fully paid.

204032

RECORDED November 7, 1984 8:00 A M
IN BOOK 42 Mtg. PAGE 676
FEES $ 8.00 Lois G. Yeh COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Ellwine

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 Donna J. Preston wife of the said Earl L. Preston 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 1st day of November , 19 84

In the presence of—

x Earl L. Preston

x Donna J. Preston

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 1st day of November 19 84 before me personally appeared Earl L. Preston & Donna J to me known to be the person described in and who executed the foregoing instrument, and acknowledged that Donna J. Preston 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.

Given under my hand and notary seal, this 1st day of November , A. D. 19 84

(Seal)

My commission expires

September 1, 1985

Notary Public.

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of TEN DOLLARS ($10) and other good and valuable consideration, FREDERICK J. MOLLRING and CHRISTINE M. MOLLRING, husband and wife, of 7330 Scottsdale Mall, Scottsdale, Arizona 85251, DO HEREBY ASSIGN, SELL, GRANT, TRANSFER and SET OVER unto ELTON COOLEY of 461 East 2175 North Street, Ogden, Utah 84404, that certain real estate mortgage made and executed by JAMES C. BUSTON and KAY BUSTON of Pinedale, County of Sublette and State of Wyoming, unto FREDERICK J. MOLLRING and CHRISTINE M. MOLLRING, husband and wife, of 7330 Scottsdale Mall, Scottsdale, Arizona 85251, dated the 29th day of October, 1984, and hereto attached, together with the promissory note described in said real estate mortgage and all monies, including interest, to become due upon said promissory note.

204046

DATED this 31st day of October, 1984.

RECORDED November 7 1984 1:30 PM
IN BOOK 42 Mtg. PAGE 679
FEES $12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

F. J. Mollring
FREDERICK J. MOLLRING

Christine M. Mollring
CHRISTINE M. MOLLRING

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me by FREDERICK J. MOLLRING and CHRISTINE M. MOLLRING, husband and wife, this 31st day of October, 1984.

Witness my hand and official seal.

Notary Public

My commission expires:

My Commission Expires Aug. 15, 1985

679

Released BK 14 Rel. @ Pg. 149

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That JAMES C. BUSTON and KAY BUSTON, mortgagors, of Pinedale, Sublette County, State of Wyoming, to secure the payment of THREE HUNDRED THOUSAND DOLLARS ($300,000), with interest from November 1, 1984, at the rate of TEN PER CENT (10%) PER ANNUM, evidenced by one promissory note of even date herewith, payable as set forth in said promissory note, with final payment of principal sum and interest due and payable on October 1, 1987, DOES HEREBY MORTGAGE to FREDERICK J. MOLLRING and CHRISTINE M. MOLLRING, husband and wife, and to the survivor thereof, mortgagees, whose mailing address is 7330 Scottsdale Mall, Scottsdale, Arizona 85251, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Tract 1 -

A tract of land in the SW/4 of the SE/4 of Section 33, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point on the north line of said SW/4 SE/4 of Section 33; said point being N. 89° 45' 22" E., a distance of 690.82 feet from the northwest corner of the SW/4 SE/4;

thence from said point of beginning S. 89° 02' 14" E., a distance of 942.70 feet;

thence east a distance of 5.00 feet;

thence south a distance of 40.00 feet;

thence S. 00° 46' 11" E., a distance of 744.50 feet;

thence S. 89° 26' 48" W., a distance of 115.00 feet;

thence S. 00° 16' 36" E., a distance of 225.00 feet;

thence S. 89° 26' 55" W., a distance of 193.36 feet;

thence N. 65° 16' 42" W., a distance of 700.21 feet;

thence N. 20° 17' 33" E., a distance of 62.13 feet;

thence N. 23° 17' 38" W., a distance of 186.91 feet;

thence N. 08° 29' 13" W., a distance of 83.98 feet;

thence N. 15° 20' 20" E., a distance of 202.86 feet;

thence N. 00° 48' 10" W., a distance of 226.79 feet to the point of beginning;

said tract contains 19.65 acres;

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

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

Tract 2 -

A tract of land in the NW/4 of the SE/4 of Section 33, T.34N., R.109W., 6th P.M., Sublette County, Wyoming, described as follows:

beginning at a point which bears S.89° 48' 36"E., a distance of 1078.46 feet from the southwest corner of the NW/4 SE/4; thence from said point of beginning N.0° 57' 46"E., a distance of 50.00 feet;

thence S.89° 02' 14"E., a distance of 554.16 feet;

thence south, a distance of 50.01 feet;

thence N.89° 02' 14"W., a distance of 555.00 feet to the point of beginning;

said tract contains 0.64 acres;

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

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

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN TWO HUNDRED THOUSAND DOLLARS ($200,000) 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 29th day of October, 1984.

James C. Buston
JAMES C. BUSTON

Kay Buston
KAY BUSTON

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by JAMES C. BUSTON and KAY BUSTON this 29th day of October, 1984.

Witness my hand and official seal.

Faye Hammons
Notary Public

My commission expires: 11/22/87

FAYE HAMMONS-NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov. 22, 1987

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

REDICK C. BRYAN, III and DEBRA ANN BRYAN, husband and wife, as tenants in common of an undivided one-half interest each, mortgagors, of 23013 Muleta Place, Salinas, County of Monterey, State of California, to secure the payment of Forty-Five Thousand Eight Hundred Seventy-Five and N0/100 ($45,875.00) Dollars with interest from 10/1/84 to 10/1/94 at the rate of 10% per annum, payable annually as evidenced by One (1) Promissory Note of even date herewith, payable as follows:

The sum of $45,875.00 payable in ten (10) equal annual payments of $7,466.16 each, said payments including interest at the rate of 10% per annum; first said payment due 10/1/85 and annually thereafter until paid in full.

do hereby mortgage to GRANT BECK and ABIGAIL BECK, husband and wife, mortgagees, whose address is P.O. Box 251, Pinedale, Wyoming 82941, the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

That part of the W½NW¼ of Section 19, T33N, R108W, Sublette County, Wyoming and the SE¼NE¼ of Section 24, T33N, R109W, Sublette County, Wyoming, described as follows:
BEGINNING at the west one-quarter corner of said Section 19;
thence N89°-45'-07.1 "W, 18.66 feet along the south line of the said SE¼NE¼ to a point;
thence N00°-20'-25"E, 1070.00 feet to a point;
thence S89°-45'-07.1"E, 12.41 feet to a point on the west line of said Section 19, N00°-00'-20.7"E, 1070.01 feet from the said west one-quarter corner;
thence 00°-00'-20.7"E, 1529.99 feet along said west line to the northwest corner of said Section 19;
thence S89°-20'-07"E, the base bearing for this survey, 959.82 feet along the north line of said W½NW¼ to the northwest corner of the 19.95 acre Platts tract; thence S00°-20'-25"W, 282.35 feet to a point;
thence N89°-39'-35"W, 40.00 feet to a point;
thence S00°-20'-25"W, 1300.71 feet, more or less, to a point;
thence N89°-45'-07.1W, 432.00 feet to a point;
thence continuing N89°-45'-07.1"W, 431.29 feet to a point;
thence S00°-20'-25"W, 1010.00 feet to a point on the south line of the said W½NW¼;
thence N89°-45'07.1"W, 41.34 feet to the CORNER OF BEGINNING;
ENCOMPASSING an area of 35.0 acres, more or less;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;

SUBJECT TO: an easement for that part of the South Bench County Road No. 23-109 lying and being situate within the foregoing tract; as the same appears of record on the official map or plat thereof as filed in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; prior mineral reservations of record, and;

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 the insurable amount in 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.

RECORDED 1984 IN BOOK 42 PAGE 684 FEES $ 5.00
SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK

204049

Mortgagors shall have the right to obtain partial releasees of the mortgaged property so long as the security of the mortgagees shall not be unreasonably lessened. For the purpose of this provision, the security of the mortgagees shall be determined to not be unreasonably lessened as long as there will remain sufficient property under the mortgage, valued at a rate of $1,000.00 per acre, to equal the outstanding principal amount and no less than 15 acres remain under this mortgage.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in 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 they shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

In the event that this mortgage shall be declared in default through a judicial proceeding and be sold at a sheriff's sale as a result thereof, the purchasers at said sale shall be entitled to the appointment of a receiver with the power to manage and control said real property.

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

DATED this 22nd day of October, 1984.

R C Bryant
REDICK C. BRYAN, III

Debra Ann Bryan
DEBRA ANN BRYAN

STATE OF CALIFORNIA)
) ss.
COUNTY OF ~~MONTEREY~~ Santa Cruz)

The foregoing instrument was acknowledged before me by REDICK C. BRYAN, III and DEBRA ANN BRYAN this _____ day of _____, 1984.

WITNESS My hand and official seal.

see attachment

_____
Notary Public

My Commission Expires:

STATE OF CALIFORNIA

County of Monterey } ss.

On Oct. 23, 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared Debra Ann Bryan

, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed it.

Josephine A. Wilder
NOTARY PUBLIC

ACKNOWLEDGMENT - INDIVIDUAL
WTI FORM NO. 60 ... 1/83

OFFICIAL SEAL
JOSEPHINE A. WILDER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
MONTEREY COUNTY
My Commission Expires February 25, 1987

STATE OF CALIFORNIA

COUNTY OF Santa Cruz

On this 22nd *day of* October *in the year* 1984, *before me* Ina L. Ponzo, *a Notary Public, State of California, duly commissioned and sworn, personally appeared* Redick C. Bryan, III, *personally known to me (or proved to me on the basis of satisfactory evidence) to be the person* whose name is *subscribed to the within instrument, and acknowledged to me that* he *executed the same.*

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Santa Cruz *County of* Santa Cruz *on the date set forth above in this certificate.*

Ina L. Ponzo
Ina L. Ponzo *Notary Public, State of California*

My commission expires 8/5/87

OFFICIAL SEAL
INA L. PONZO
NOTARY PUBLIC-CALIFORNIA
Principal Office in Santa Cruz County
My Commission Expires Aug. 5, 1987

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act as a substitute for the advice on an attorney. The publisher does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 32--Acknowledgement to Notary Public-Individuals (c.c. sec. 1189.)

Mortgage Deed with Release of Homestead
Bryans to Becks

Attachment -1 to Page Two of Two
-3-

REC[redacted] Nov 7 1984 8:45 AM
IN BOOK 42 Mtg PAGE 687
FEE $7.50 Lana J. Yoke COUNTY CLERK
SUBLETTE COUNTY CLERK Dorothy McClure

[redacted]

Loan No. 11049-MS

204050

WYOMING REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE made this 7 day of November, 1984, between BUDD RANCHES, INC., a Wyoming corporation, Sublette County, Wyoming, and GARY ESPENSCHEID and NANCY ESPENSCHEID, husband and wife, the Mortgagors, and THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, a New York corporation, having its home office at 1740 Broadway, New York, New York, 10019, the Mortgagee.

W I T N E S S E T H:

That to secure the payment of an indebtedness in the sum of Five Hundred Thirty-One Thousand Dollars ($531,000), lawful money of the United States, to be paid with interest thereon, according to a Note bearing even date herewith, payable in semi-annual installments, the last of which matures on January 1, 1995, to which Note reference is hereby made, Mortgagors hereby grant, bargain, sell, convey and warrant to the Mortgagee the property described on Exhibit "A" attached hereto and made a part hereof, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of Wyoming.

Together with all buildings, improvements, and fixtures, located therein or thereon or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or thereon; all other equipment now or hereafter attached to and used in connection therewith; all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, remainders, reversions, privileges, and appurtenances thereunto belonging, however evidenced, which are used or enjoyed with said real property or belonging to the same or which hereafter may be acquired and so used or enjoyed.

Together with all water and water rights, whether riparian, appropriative or otherwise, and whether or not appurtenant, all ditch and ditch rights, and any shares of stock, licenses or permits evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures, including without limiting the generality of the foregoing, the right set forth on Exhibit "B" attached hereto and made a part hereof.

Together with a security interest in and to all of the sprinklers, sprinkler systems and pipelines, water storage tanks and towers, pumps and pumping plants, motors, engines, turbines, generators, transformers and other irrigation equipment owned by Mortgagors, including, but not limited to the irrigation equipment described in Exhibit "C" attached hereto and by this reference made a part hereof, together with all substitutions, replacements, additions and accessions thereto. Mortgagors hereby (a) warrant that said irrigation equipment shall be used only on the above described real property and solely for purposes of irrigation; (b) covenant that no other security interests in said irrigation equipment have been given; (c) agree not to sell, lease, encumber, or otherwise dispose of said irrigation equipment, or remove the same from the County in which the same is now situated, without the Mortgagee's prior written consent; and (d) agree to defend against all adverse claims and demands which may be made against said irrigation equipment.

Together with all judgments, awards of damages, settlements and payments or security (i) hereinafter made as a result of or in lieu of any taking of the property, or any part thereof, under the power of eminent domain, or for any damages to the property or the improvements thereon or any part thereof, and (ii) hereafter made for any damage to the property or the improvements thereon, or any part thereof, resulting from exercise of or attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of said property. Mortgagors do hereby expressly and irrevocably grant to Mortgagee the sole right to give such consent as may be required of the owner for mining or other surface disturbance by the terms of any patent, deed, statute, law or otherwise, all of which real property, together with the rights and interests in this paragraph and the preceding paragraphs described (hereinafter collectively referred to as the "Property"), shall be deemed to constitute a portion of the security hereby given for the payment of the indebtedness and the performance of the obligations evidenced and secured hereby.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever. If the Mortgagors shall pay said indebtedness according to the tenor and effect of said Note or any extension, renewal or modification thereof, and shall keep and perform all and singular the covenants and agreements herein con-

7-14-86
Release - B 13 P 321

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tained, then this conveyance shall be null and void; otherwise, it shall remain in full force and effect.

THE MORTGAGOR HEREBY COVENANTS AND AGREES WITH THE MORTGAGEE THAT:

1. Warranties of Title and Authority. Mortgagors hereby represent and warrant that it is lawfully seized or entitled to be seized of indefeasible fee title to the Property, that it has the authority and right to execute and deliver this Mortgage, that it shall defend the title to the Property against all claims and demands whatsoever, that the Property is free and clear of any and all prior liens, claims, encumbrances, restrictions, encroachments and interests whatsoever in favor of any third party, and that any and all obligations it may have incurred in connection with the Property are current and without default. Mortgagors hereby release, waive and relinquish all exemptions and homestead rights which may exist with respect to the Property. If the Mortgagors are a partnership or a corporation, each person executing this instrument on behalf of Mortgagors individually and personally represent and warrant that this Mortgage and each other instrument signed in the name of such entity and delivered to evidence or further secure the obligations secured hereby is in all respects binding upon such entity as an act and obligation of said partnership or corporation.

2. Obligations Mandatory. Mortgagors shall promptly pay or cause to be paid to Mortgagee, or order, and shall promptly perform or cause to be performed, each and every payment and obligation on the part of the Mortgagors provided to be paid or performed hereunder or in connection with the obligations evidenced and secured hereby when due. All of such payments and obligations are mandatory, and Mortgagors' failure to accomplish any of the same shall constitute a default under this Mortgage.

3. Variable Interest Rate. The Note which is secured by this Mortgage contains a provision for adjusting and increasing the interest rate during the term thereof.

4. Maintenance of Property. Mortgagors agree: (a) not to commit or suffer waste of said premises or impairment in any manner of the agricultural value of the land and, without limiting that generality, will cultivate, irrigate, fertilize, spray, prune, keep non-timber land free from foul and noxious weed, brush and other undesirable growth, provide for stock selection, crop rotation, drainage, prevention of erosion and pasture maintenance in accordance with good husbandry and approved methods of agricultural developments; (b) to maintain the Property at all times in good condition and repair; (c) not to remove, damage, or demolish any building, fixture or improvement thereon; not to cause or permit any building, fixture or improvement thereon to be removed, damaged or demolished; to complete promptly and in a good and workmanlike manner any building, fixture or improvement on the Property which may for any reason be constructed; (d) to restore promptly and in a good and workmanlike manner any building, fixture or improvement on the Property which may for any reason be damaged or destroyed; (e) to comply at all times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Property; not to commit or permit any act upon the property in violation of law; to do all acts which by reason of the character or use of the Property may be reasonably necessary to maintain and care for the same, the specific enumeration herein not excluding the general; (f) and to allow Mortgagee to inspect the Property at all reasonable times during the term hereof.

5. Hazard Insurance Coverage. Mortgagors shall secure and at all times maintain an insurance policy or policies in a form and with companies reasonably satisfactory to Mortgagee providing coverage in an amount satisfactory to the Mortgagee, in its sole judgment, upon the buildings, fixtures and improvements now existing or hereafter erected or placed upon the Property, and insuring against the perils of fire, extended coverage, vandalism and malicious mischief, and deliver such policies to the Mortgagee. Each such policy shall provide for losses to be payable to the Mortgagee to the extent of its interest. In the event of loss, Mortgagors shall give immediate notice to Mortgagee which may, but without any obligation to do so, make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee, instead of to Mortgagors and Mortgagee jointly. Mortgagee is hereby given full power to settle or to compromise any claims and the insurance proceeds or any part thereof may be applied by Mortgagee, at its option, to reduce the indebtedness secured hereby (whether or not then due) or to restore or repair the property damaged. In the event Mortgagors fail to secure and maintain any of the insurance coverage as provided in this paragraph,

Mortgagee may procure such insurance on Mortgagors' behalf, and at Mortgagors' sole cost and expense, in favor of Mortgagee alone. It is hereby acknowledged by Mortgagee that the coverages and amounts of the insurance policies herein provided to be secured and maintained by Mortgagors are for the protection of Mortgagee's interest and that Mortgagors are free to secure such additional insurance coverage relating to the Property as Mortgagors may in their sole discretion determine to be advisable.

6. Payments Protecting Against Liens. Mortgagors shall pay before delinquent all taxes, water charges, assessments, or other charges or impositions levied against or affecting the Property; or which might become a lien thereon, and shall promptly deliver all receipts for such payments to Mortgagee upon request. Mortgagors shall also pay, when due, any and all sums constituting an encumbrance, charge, or lien upon the Property, or any part thereof, which may at any time appear to Mortgagee to be prior or superior to the interest of Mortgagee hereunder. In the event of the enactment after this date of any law of Wyoming or any political subdivision thereof in which the Property is located deducting from the value of the Property for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages as this or debts secured by mortgages as this or the Mortgagee's interest in the Property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require the Mortgagors to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

7. Mortgagee's Performance in Mortgagors' Stead. Should Mortgagors fail to make any payment, to do any act, or thing, or to perform any obligation herein provided to be paid, done or performed, at the time and in the manner herein provided, Mortgagee may, but without any obligation to do so, and without notice to or demand upon Mortgagors and without releasing Mortgagors from any obligation hereunder: (a) make, do, pay or perform the same in such manner and to such extent as Mortgagee may deem reasonably necessary or desirable to protect the security hereof or to protect any other legitimate interest of Mortgagee, Mortgagee for such purposes being authorized to enter upon the Property at all reasonable times and to commence, appear in, or defend any action or proceeding purporting to affect the security hereof; or (b) pay, purchase, contest or compromise any encumbrance, charge or lien which in the sole judgment of Mortgagee appears to be prior or superior to the interest of Mortgagee hereunder. In exercising any of such powers, Mortgagee, in its absolute discretion, shall be entitled to incur any liability and expend whatever amounts it may deem necessary or desirable, including costs of evidence of title, court costs, and reasonable attorneys' fees. Mortgagors hereby waive and release all claims or causes of action which may hereafter arise in its favor against Mortgagee, and covenants and agrees not to make any claim or demand upon Mortgagee, and agrees not to initiate any proceeding against Mortgagee, by reason of any action taken by Mortgagee pursuant to the authority granted in this Paragraph. Mortgagee shall be subrogated to the claims and liens of those whose claims and liens are discharged or paid with the loan proceeds hereof.

8. Repayment of Advances. Mortgagors shall immediately repay to Mortgagee all sums, with interest thereon as hereafter provided, which at any time may be paid or advanced by Mortgagee for the payment of insurance, taxes, other assessments, governmental, municipal, or other charges or impositions, title searches, title reports or abstracts, any obligation secured by a prior lien upon or prior interest in the Property, and any other advances made by Mortgagee which are or appear to be reasonably necessary or desirable, in Mortgagee's sole discretion, to maintain this Mortgage as a prior, valid, and subsisting lien upon the Property, to preserve and protect Mortgagee's or Mortgagors' interest therein or hereunder, or to preserve, repair, or maintain the Property. All such advances shall be wholly optional on the part of Mortgagee, and Mortgagors' obligation to repay the same, with interest, to Mortgagee shall be secured by the lien of this Mortgage. The amount of each such advance shall, for the period during which it remains unpaid and both before and after judgment, bear interest at the highest

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rate allowed by law but in no event greater than EIGHTEEN percent (18%) per annum.

9. Improvement District Levies. If the Property or any part thereof becomes embraced within the boundaries of any irrigation, levee, drainage, or improvement district (except school or road), and such district shall have the power to issue bonds or other evidence of indebtedness requiring a levy and collection of taxes in payment thereof, the Note shall at the option of the holder thereof, without notice, become due and payable, notwithstanding anything contained in said Note, or this Mortgage, or any law hereafter enacted.

10. Appearance in Proceedings Affecting Security. Mortgagors shall appear in and defend any action or proceeding purporting to or which might in any way affect the title to the Property or the security hereof (the phrase "the security hereof" when used in this Mortgage shall mean the interest of Mortgagors and Mortgagee in the Property, the rights, powers, duties, covenants, representations, warranties, and authority of Mortgagors and Mortgagee hereunder and under any instrument evidencing or further securing the obligations secured hereby, and the validity, enforceability, and binding effect hereof and of any instrument evidencing or further securing the obligations secured hereby). Should Mortgagee elect to appear in or defend any such action or proceeding, Mortgagors shall pay all costs and expenses (regardless of the particular nature thereof) incurred by Mortgagee in connection therewith, including costs of evidence of title, court costs and reasonable attorneys' fees.

11. Transfer of Ownership. During the term of the loan secured hereby, title to the real estate described herein shall be vested solely in Mortgagors, and if at any time during said term, all or any part of said real estate shall, without the prior written consent of Mortgagee, not be so vested (whether voluntarily or by operation of law or otherwise), or in the event of a transfer of more than 25% of the stock of Mortgagor Budd Ranches, Inc., the indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice.

12. Compliance with Applicable Laws, Regulations and Rules. Mortgagors represent that they are not in violation of any Federal Reclamation Law or any rules or regulations imposed by the Bureau of Reclamation or other governmental authority or by any Irrigation District, and further warrants that the ownership by Mortgagors of the premises is in compliance with all applicable laws, rules and regulations governing ownership of land lying within any Irrigation District. If any of the property which is now or hereafter designated as "irrigable" by any Irrigation District is later denied Reclamation project irrigation water, the whole indebtedness secured hereby shall immediately become due and payable, without notice or demand, at the option of Mortgagee.

13. Non-Excess Land. If the Mortgagors are or become the owners of irrigable lands subject to and in excess of the land limitation provision of the Federal Reclamation Laws and pursuant to the provisions thereof is required to designate part thereof as non-excess and part as excess land, Mortgagors agree to designate any irrigable lands on the premises encumbered hereby, or so much thereof as may be so designated with said limitation provision, as non-excess land.

14. Application of Awards and Proceeds. Should the Property or any part thereof be taken or damaged by reason of (a) any public improvements or condemnation proceeding, or be damaged in any other manner, or (b) the exercise of attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of the Property, Mortgagee shall be entitled to all compensation, awards, insurance proceeds, and other payments or relief therefor, and shall be entitled at its option to commence, appear in, and prosecute in its own name any action or proceeding, and to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, proceeds, or other payments are hereby assigned to Mortgagee which may, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorney's fees, incurred by it in connection with such compensation, awards, damages, rights of action, proceeds, or other payments, release any and all monies so received by it or apply the same or any portion thereof on any indebtedness (whether or not then due) secured hereby. Mortgagors agree to execute and deliver to Mortgagee such further assignments of such compensation, awards, damages, rights of action, proceeds or other payments as Mortgagee may from time to time require.

15. Additional Security. All right, title and interest of Mortgagors in, to and under all the leases, permits, privileges or allotments, now or hereafter held by said Mortgagors, covering lands owned or held in trust by the United States of America, the State of Wyoming or by any governmental or political subdivision thereof, used or operated by the Mortgagors, in conjunction with the Property, is hereby mortgaged, assigned and transferred to the Mortgagee, together with all renewals thereof; Mortgagors will pay all rents, fees and other charges payable under the terms of said leases, permits, privileges, or allotments, and perform all acts and things necessary to preserve and keep in good standing all of said leases, permits, privileges or allotments and renewals thereof; Mortgagors will take no action which would adversely affect any of the Mortgagors' rights or preference status thereunder; in the event of the foreclosure of this Mortgage, Mortgagors will waive all claims for preference, or any of such rights upon the demand from the purchaser or the Property at the foreclosure sale, or any successor to such purchaser; the lands covered by said leases, permits, privileges, or allotments, and by any renewals thereof, shall at all times be operated in conjunction with the property and neither shall be transferred to any other person separately from the other; and in case of the failure of the Mortgagors to pay any rents, fees, or other charges payable under the terms of any of said leases, permits, privileges or allotments, Mortgagee may, at its option, make payment thereof in any amounts so paid with interest thereon at the highest rate allowed; by law but in no event greater than EIGHTEEN percent (18%) per annum shall be a part of the debt secured by this Mortgage and a lien on the Property repayable immediately upon demand; the leases, permits, privileges or allotments now held by the Mortgagors including but not limited to those permits and water rights more particularly described in Exhibit "D".

Should title in fee simple to any of the lands covered by the aforesaid leases, permits, privileges or allotments or to any other lands lying within the exterior boundaries of the Property, hereafter be acquired by the Mortgagors, such lands, upon such acquisition, shall become subject to the lien of this Mortgage to the same extent as though such lands had been originally included herein as part of the Property, and further, all of the terms, covenants and conditions of this Mortgage, applicable to property, shall extend and be applicable to such lands hereafter as acquired.

16. Assignment of Rents and Income. As additional security for the obligations secured hereby, Mortgagors hereby assign to Mortgagee, during the term of this Mortgage, any and all rents, issues, royalties, income and profits of and from the Property. Until Mortgagors default in the payment of any agreement hereunder, or in performance under any other instrument given to evidence or further secure the obligations secured hereby, Mortgagors shall have the right to collect and use all such rents, issues, royalties, income, and profits earned prior to default. Upon any such default Mortgagors' right to collect or use any of such proceeds shall cease and Mortgagee shall have the right, with or without taking possession of the Property, and either in person, by agent, or through a court-appointed receiver (Mortgagors hereby consenting to the appointment of Mortgagee as such receiver), to sue for or otherwise collect all such rents, issues, royalties, income and profits, including those past due and unpaid. Any sums so collected shall, after the deduction of all costs and expenses of operation and collection (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorney's fees, be applied toward the payment of the obligations secured hereby in such order as Mortgagee, at its sole election decides. Such right of collection and use of such proceeds by Mortgagee shall obtain both before and after foreclosure of this Mortgage and throughout any period of redemption. The rights granted under this Paragraph shall in no way be dependent upon, and shall apply without regard to, whether the Property is in danger of being lost, removed or materially injured, or whether the Property or any other security is adequate to discharge the obligations secured by this Mortgage. Mortgagee's failure or discontinuance at any time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Mortgagee thereafter to collect the same. Nothing contained herein, nor Mortgagee's exercise of its right to collect such proceeds, shall be, or be construed to be, an affirmation by Mortgagee of any tenancy, lease, option, or other interest in the Property, or an assumption of liability under, or a subordination of the lien or charge of this Mortgage to, any tenancy, lease, option, or other interest in the Property. All tenants, lessees, and other persons having any obligation to make any payment in connection with the Property or any portion thereof are hereby authorized and directed to pay the rents, issues, royalties, income and profits payable by them with respect to the Property, or any part thereof, directly to Mortgagee upon demand of Mortgagee. No act or acts referred to in this Paragraph shall cure or

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice or any cause of action to foreclose this Mortgage.

17. Security Agreement. When and if Mortgagors and Mortgagee shall respectively become the Debtor and Secured Party in any Uniform Commercial Code Financing Statement affecting the Property either referred to or described herein, or in any way connected with the use and enjoyment of the Property, this Mortgage shall be deemed the security agreement as defined in said covenants, terms and conditions of the agreements herein contained shall be (a) as prescribed herein, or (b) by general law, or (c) as to such part of the security which is also reflected in said Financing Statement by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code, all at Mortgagee's sole election. Mortgagors and Mortgagee agree that the filing of such a Financing Statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Property (furniture only excepted) and/or adapted for use therein, and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Mortgagee, (c) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of (a) the rights in or the proceeds of any fire and/or hazard insurance policy, or (b) any award in eminent domain proceedings for a taking or for loss of value, or (c) the Debtor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Property mortgaged hereby, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Mortgagee in the event any Court or judge shall at any time hold with respect to (a), (b) and (c) that notice of Mortgagee's priority of interest to be effective against a particular class of persons, including but not limited to the Federal government and any subdivision or entity of the Federal government, must be filed in the Commercial Code records.

18. No Waiver of Rights by Collection of Proceeds. The entering upon and taking possession of the Property or the collection of rents, issues, royalties, income, profits, proceeds of fire and other insurance policies, or compensations or awards for any taking or damaging of the Property, or the application or releases thereof as aforesaid, shall not cure or waive any default pursuant to such notice of default, and shall not operate to postpone or suspend the obligation to make, or have the effect of altering the size of, the regularly scheduled installments provided for in the Promissory Note secured hereby.

19. Liability of Mortgagors Not Affected by Acts of Mortgagee. Without affecting (i) the liability of any person for payment of the indebtedness secured hereby, or (ii) the lien hereof upon any of the property not released pursuant hereto, the Mortgagee may, from time to time, without notice (a) renew the indebtedness, or extend the time, or agree to alter the terms, of payment of any of the indebtedness; (b) accept additional security of any kind; and (c) release any property securing the indebtedness.

20. Application of Payments. If at any time during the term hereof Mortgagee receives or obtains a payment, installment, or sum which is less than the entire amount then due under the Promissory Note secured hereby, under this Mortgage, under all other instruments further evidencing or securing the obligations secured hereby, and under all other instruments and transaction to which Mortgagors and Mortgagee are parties, Mortgagee shall, notwithstanding any instructions which may be given by Mortgagors, have the right to apply such payment, installment, or sum, or any part thereof, to such of the items or obligations then due as Mortgagee may in its sole discretion determine.

21. The Mortgagors and Mortgagee Agree. That in the event the interest herein provided for, if fully collected by the Mortgagee hereof, shall result, because of the installment reduction of principal or increase in sums payable or any combination of those two or any other cause at any time during the life of the loan, in an effective rate of interest which, for any such installment

[redacted] [redacted] [redacted]

period transcends the limit of the usury law applicable to this loan, all sums in excess of those lawfully collectible as interest for the time in question shall, without further agreement of the parties hereto or notice by Mortgagors to Mortgagee, or vice-versa, be applied upon principal immediately upon receipt by Mortgagee, with the same force and effect as though the Mortgagors had specifically designated such extra sums to be so applied to principal and the Mortgagee had agreed to accept such extra payment(s) as a bonus free prepayment. Notwithstanding the foregoing, however, Mortgagee may at any time and from time to time elect by notice in writing to the owner of the Property affected by this Mortgage, to limit the collection of additional interest on each interest payment date to such sums which, when added to the said minimum interest, shall not cause the effective rate of return on the diminishing balance of principal owing hereunder to transcend the said limits permitted by law under the circumstances.

22. Appointment of Receiver. In the event of the filing of any complaint or other proceedings wherein it is alleged that a default has occurred under this Mortgage, the Mortgagee may apply for and shall be entitled, as a matter of right, without consideration of the value of the premises or the solvency of any person or persons bound, to the appointment of a receiver to take possession of the premises and/or to collect the rents, issues and profits therefrom, with full power to lease the said premises, or any part thereof, and with such other powers as may be necessary and the Mortgagors waive notice of the appointment of any such receiver.

23. Acceleration and Foreclosure. Time is the essence hereof. Upon the occurrence of any default hereunder, or upon the discovery that any representation or warranty contained herein or in any instrument further evidencing or securing the obligations secured hereby was untrue when made, Mortgagee shall have the option, without notice or demand, to declare all sums secured hereby immediately due and payable and to proceed to foreclose this Mortgage. In the event of foreclosure, Mortgagee shall be entitled (without notice and without regard to the adequacy of any security of the mortgage debt) to the appointment of a receiver of said premises and such receiver shall have, in addition to all the rights and powers customarily given to and exercised by such a receiver, all the rights and powers granted to the Mortgagee by the covenants contained in paragraph 15 hereof. In any such proceedings Mortgagee shall be entitled to recover all cost and expenses (regardless of the particular nature thereof and whether incurred prior to or during such proceeding) incident to the realization of its rights hereunder, including court costs and reasonable attorney's fees. Mortgagee shall be entitled to possession of the Property during any period of redemption. Mortgagors hereby waive any right they or their successors in interest may have in the event of acceleration or foreclosure to obtain a partial release of the Property from the lien of this Mortgage by paying less than the entire amount then secured hereby, or to partially redeem the Property by paying less than the amount necessary to effect redemption in toto. If a deficiency remains after proper application of the proceeds of sale of the Property, Mortgagors shall pay the same immediately after determination of the amount thereof. Such deficiency shall, both before and after judgment therefor is entered, bear interest at the highest rate allowed by law but in no event greater than EIGHTEEN percent (18%) per annum.

24. Rights Cumulative and Not Waived. The rights and remedies accorded by this Mortgage shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Mortgage or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently or successively. The failure on the part of Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any default shall not constitute a waiver of any subsequent or other default. Mortgagee shall be subrogated to the claims and liens of those whose claims or liens are discharged or paid with the loan proceeds hereof.

25. Binding on Successors. This Mortgage shall be binding upon and shall inure to the benefit of the respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns of the parties hereto. The term "Mortgagee" as used herein shall mean the owner and holder, including any pledgee, of the obligations secured hereby.

26. Interpretation. The captions which precede the paragraphs of this Mortgage are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include all other genders.

Loan No. 11049-MS

In the event there is more than one Mortgagor hereunder, the liability of each shall be joint and several. The invalidity or unenforceability of any portion or provision of this Mortgage shall in no way affect the validity or enforceability of the remainder hereof. This Mortgage shall be governed by and construed in accordance with the laws of the State of Wyoming.

Dated the day and year first above written.

BUDD RANCHES, INC.

ATTEST:

By Gary Espenscheid
President

Nancy Espenscheid
Secretary

[SEAL]

Gary Espenscheid
Gary Espenscheid

Nancy Espenscheid
Nancy Espenscheid

STATE OF WYOMING)
) ss.
County of Sublette)

On this 7th day of November, 1984, before me personally appeared GARY ESPENSCHEID, as President of Budd Ranches, Inc., and Gary Espenscheid and Nancy Espenscheid, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

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

Edwin R. Adams
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires July 28, 1988

Edwin R. Adams
Notary Public

My commission expires: July 28, 1988.

EXHIBIT A

MIDDLE PINEY UNIT

Township 30 North, Range 114 West, 6th P.M.
Sublette County, Wyoming

Section 4:	S½SW¼
Section 6:	Lots 1, 2, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 7:	Lots 1 and 2, E½NW¼, NE¼
Section 8:	S½NW¼, E½SW¼, SE¼
Section 9:	All
Section 15:	NW¼
Section 16:	N½NE¼, SE¼NE¼, NE¼NW¼
Section 17:	E½, E½W½

NORTH PINEY UNIT

Township 31 North, Range 113 West, 6th P.M.
Sublette County, Wyoming

Section 22:	SE¼NE¼
Section 23:	N½, S½SW¼, SE¼
Section 26:	S½NE¼, NW¼NE¼, W½, N½SE¼, SW¼SE¼
Section 27:	E½NE¼, NE¼SE¼
Section 35:	NW¼NE¼, S½NE¼, NW¼, NE¼SW¼, NW¼SE¼

MOFFAT UNIT

Township 31 North, Range 113 West, 6th P.M.
Sublette County, Wyoming

Section 11:	SE¼SE¼
Section 13:	Part NW¼NE¼, S½NE¼, NW¼, SE¼, NE¼SW¼
Section 14:	NE¼NE¼

Township 31 North, Range 112 West, 6th P.M.
Sublette County, Wyoming

Section 18:	Part SE¼NW¼, part NW¼SE¼, part SE¼SE¼, SW¼SE¼, E½SW¼, part Lot 2, Lot 3, Lot 4
Section 19:	NE¼, E½NW¼

EXHIBIT B

PERMIT NO.	DITCH	PRIORITY	APPROPRIATED c.f.s.	ACREAGE OF APPROPRIATED WATER RIGHTS
Middle Piney Unit				
12936	Walker #1	12-21-84	1.11	78
12936	Walker #1	12-21-84	.78	55
12936	Walker #1	12-21-84	1.67	117
12937	Walker #2	12-21-84	.36	25
12937	Walker #2	12-21-84	1.41	99
5506	Hibben	5-25-83	1.14	80
11860	Mills	5-13-84	1.14	80
Territorial	Dutch Henry	5- -89	2.14	153
21683	Finnegan	10-20-55	.37	26
3320	Springman	7-18-01	3.03	214
North Piney Unit				
2582	Bedler	4-28-1900	5.70	399
832E	Fleming	5-17-02	2.50	175
2189	Fleming	6-29-99	7.79	545
2326	Red Bluff	10-26-99	4.36	305
5194	Hibbard	12-5-02	1.78	122
Moffat Unit				
3752E	E. Meadow Canyon	1-27-17	1.15	81
3753E	E. Meadow Canyon	1-27-17	1.04	73
3754E	E. Meadow Canyon	2-6-17	.5	35
3755E	E. Meadow Canyon	2-6-17	.24	17
3755E	E. Meadow Canyon	2-6-17	1.81	127
3996E	E. Meadow Canyon	4-2-19	1.4	98
4659E	E. Meadow Canyon	2-20-30	.83	58
4660E	E. Meadow Canyon	4-19-30	1.31	92
4805E	E. Meadow Canyon	6-15-30	.14	10
4805E	E. Meadow Canyon	6-15-30	2.36	165.6

698 Pt Rel Bk 13 Rec Pg 579
Full Rel 15 Rec Pg 52

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

OWEN L. IRWIN and VIRGINIA J. IRWIN, husband and wife,

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Twelve Thousand Six Hundred Fifty and N0/100 ($12,650.00) ——— Dollars, due 11-5-94 with interest from 10-18-84 at the rate of sixteen(16%) per cent per annum, payable monthly evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of $211.92 which include interest at the rate of 16% per annum; first said payment due 12-5-84 and payable on the 5th day of each month thereafter until paid in full; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Five (5), Forty-Seven (47), Forty-Eight (48), Forty-Nine (49), Fifty (50) and Fifty-One (51) of the Industrial Site, Sublette County, Wyoming as the same appear of record on the official map or plat thereof as 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 or of record and to easements and rights of way of record or in use; and,
SUBJECT TO: prior mineral reservations of record.

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

204061

RECORDED November 13, 19 84 9 A. M.
IN BOOK 42 Mtg PAGE 698
FEES $ 6.00 Lou D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Deuce

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 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 18th day of October A. D. 1984.

In the presence of

OWEN L. IRWIN

VIRGINIA J. IRWIN

EXHIBIT D

Taylor Grazing Allotment #2035, Deep Hills Ind., 698 animal units, and Allotment #2037, West Ind., for 525 animal units.

Forest Service Permit #2-16, Middle Piney C&H, for 702 animal units.

Released BK. 14 Rec. Pg. 498

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That GORDON LaMAR JAMES and SHARON WARR JAMES, husband and wife, mortgagors, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of EIGHT THOUSAND DOLLARS ($8,000), with interest from November 1, 1984, at the rate of THIRTEEN PER CENT (13%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in 51 monthly installments of $200 each and one final installment of $130.02, said installments to commence on the 1st day of December, 1984, and to continue on the 1st day of each and every month thereafter succeeding until the principal sum and all interest have been fully paid, DO HEREBY MORTGAGE to RICHARD L. BOWER and ROSEMARY JOY BOWER, mortgagees, whose mailing address is 405 West Linden Street, Caldwell, Idaho 83605, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot 8, Cross Lazy Two Subdivision, Sublette County, Wyoming, as the same appears on the plat and map thereof on file and of record in the office of the County Clerk of Sublette County, Wyoming,
>
> TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto;
>
> BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO that certain real estate mortgage heretofore given by the mortgagors herein unto FIRST WYOMING BANK - N.A., BIG PINEY, 440 Budd Avenue, Big Piney, Wyoming, and appearing of record 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 EIGHT THOUSAND DOLLARS ($8,000) during the

204089

RECORDED November 14 1984 11:00 P M
IN BOOK 42 Mtg PAGE 700
FEES $ 8.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Elliott

State of WYOMING }
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Owen L. Irwin and Virginia J. Irwin

this 18th day of October, 19 84.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public

Title of Officer

My Commission Expires: 1/5/87

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, $ .....

699

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 mortgagee, their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

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

DATED this 1st day of November, 1984.

/Gordon LaMar James
GORDON LaMAR JAMES

/Sharon Warr James
SHARON WARR JAMES

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by GORDON LaMAR JAMES and SHARON WARR JAMES, husband and wife, this 5th day of November, 1984.

Witness my hand and official seal.

PENNY K. TEFERTILLER NOTARY PUBLIC SUBLETTE COUNTY

Notary Public

My Commission expires: March 17, 1986

[redacted] [redacted] LOAN NUMBER: [redacted]

ASSUMPTION AGREEMENT

WHEREAS

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION

loaned Barry J. Neal and Diane E. Neal

the sum of Eighty Thousand and No/100---------- Dollars ($ 80,000.00), evidenced by note and mortgage dated August 6, 1979 and recorded Book 31, page 699 as Document No. _____ in Sublette County, Wyoming ;

WHEREAS, said Borrowers have sold said property described as See attached schedule A

to the undersigned Purchasers and said Purchasers desire to assume and agree to pay said indebtedness and perform all the obligations under said Loan Contract.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED as follows:

1. The Association does hereby acknowledge notice of the sale and conveyance of said premises by the aforesaid Borrowers to said Purchasers.

2. The Purchasers do hereby assume and agree to pay said mortgage indebtedness, evidenced by said note and mortgage, and to perform all of the obligations provided therein, it being agreed and understood that as of this date said indebtedness is: Seventy Six Thousand Three Hundred and 31/100---------- Dollars ($ 76,300.31) and that the interest rate shall be 11.500 % per annum, and that monthly payments shall be made beginning the 1st day of August , 19 84 , in the amount of Eight Hundred Thirteen and 60/100---------- Dollars ($ 813.60) per month, to be applied first to interest and the balance to principal such monthly installments shall continue until the entire indebtedness evidenced by the Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on August 1, 2004 at which time the remaining principal and any interest thereon shall be due.

3. In addition, said Purchaser will pay the sum of: Eighty Two and 44/100---------- Dollars ($ 82.44) estimated to be sufficient to pay taxes and insurance on said property, which estimate may be revised, making a total current payment of Eight Hundred Ninety Six & 04/100 Dollars ($ 896.04) per month.

4. Borrower does hereby transfer to Purchaser all his right, title and interest in and to his budget account for taxes, hazard insurance, assessments if any, and mortgage insurance, if any.

This assumption by said Purchasers is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 31st day of October , 19 84 .

Diane Evalt Neal a/k/a Diane E. Neal

Marshall L. Elliott

Carolyn J. Elliott

ORIGINAL BORROWERS

PURCHASERS

Undersigned does hereby acknowledge receipt of a copy of the foregoing assumption agreement this 31st day of October , 19 84 .

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHEYENNE

By: _____
AUTHORIZED SIGNATURE

ATTEST: _____

201091

RECORDED November 14 1984 1 P M
IN BOOK 42 Mtg PAGE 70
FEES $ 8.00 Sara J Yake COUNTY CLERK
SUBLETTE COUNTY, WYOMING

703

Schedule A

A tract of land located in the NE¼NE¼ of Section 11, T.33N., R.109W., of the 6th P. M., Sublette County, Wyoming and more particularly described as follows:

Beginning at the northwest corner of said NE¼NE¼, thence southerly along the west line of said NE¼NE¼, a distance of approximately 684 feet;
thence EAST, a distance of approximately 655 feet to the centerline of a 30 foot wide right-of-way;
thence N.00°51'35"E., along said centerline, a distance of approximately 255 feet to a point of curve to the right, said curve having a central angle of 63°37'59", a radius of 80.59 feet and a tangent of 50.00 feet;
thence along the arc of said curve a distance of 89.50 feet;
thence N.64°29'34"E., a distance of 118.52 feet to a point of curve to the left, said curve having a central angle of 57°05'57", a radius of 55.14 feet and a tangent of 50.00 feet;
thence along the arc of said curve, a distance of 54.95 feet;
thence leaving said centerline EAST, a distance of 62.33 feet;
thence N.00°05'00"E., a distance of 251.52 feet;
thence N.89°04'15"W. along the north section line, a distance of 80.00 feet;
thence S.00°05'00"W., a distance of 230.00 feet;
thence N.72°39'00"W., a distance of 680.60 feet;
thence N.00°05'00"E., a distance of 35.00 feet;
thence N.89°04'15"W. along the north section line, a distance of 174.05 feet to the point of beginning.

EXCEPTING a tract of land located in the NE¼NE¼ of Section 11, T.33N., R.109W., of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
Beginning at a point which is S.68°24'03.6"W., a distance of 569.42 feet from the Northeast Corner of said Section 11;
thence from point of beginning S.00°25'06.9"W., a distance of 34.72 feet;
thence N.76°42'57.3"W., a distance of 149.07 feet;
thence N.13°31'51.8"E., a distance of 43.88 feet;
thence S.72°39'00"E., a distance of 141.51 feet to the point of beginning;
said tract contains 0.129 acres (5620.8 square feet),more or less.

THE STATE OF WYOMING }
COUNTY OF Sublette } ss.

On this 31st day of October, 19 84, before me personally appeared Marshall L. Elliott and Carolyn J. Elliott

husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 31st day of October, 19 84

My commission expires 7/25/88

Edwin R. Adams
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF Sublette } ss.

On this 31st day of October, 19 84, before me personally appeared Diane Evalt Neal a/k/a Diane E. Neal

to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Given under my hand and notarial seal this 31st day of October, 19 84

Notary Public

My commission expires on the ..... day of ....., 19.....

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF Laramie } ss.

On this 31st day of October, 19 84, before me personally appeared Gary M. Spahr

to me personally known, who, having been by me first duly sworn, did say: That he is the Ass't. Vice President of Rocky Mountain Federal Savings & Loan Ass'n, 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 in behalf of said Corporation by authority of its Board of Directors; and said Gary M. Spahr acknowledged said instrument to be the free act and deed of said Corporation.

In witness whereof I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

Notary Public

My commission expires on the 29th day of August, 1987

706 Released BK 44 Rel pg. 534

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Donald F. Tegeler and Jill Mary Tegeler, husband and wife AND Fredric J. Samulski and Rosemary Samulski, 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 four thousand three hundred dollars and no/100--- Dollars ($24,300.00), with interest as evidenced by a promissory note dated September 5, 1984 herewith to the order of

First Wyoming Bank N.A., Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

, hereinafter designated Mortgagee, principal and interest payable in 40 installments of $ 1,297.08 each on the day of each ~~month~~ quarter, beginning on the 5th day of December, 1984, each installment to be applied first to interest, and the balance to be applied to principal, any balance of principal or interest remaining unpaid shall be due with the last installment on September 5, 1994 hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

The South 30 Feet of Lots 2, 3 and 4, Block 1, Feltner Addition to the Town of Pinedale, Sublette County, Wyoming.

Mortgagor expressly covenants that its obligation to the Mortgagee shall not be assumed by any other party and that Mortgagor shall remain the sole obligor until said obligation is fully paid.

This mtg. is given in consideration of monies loaned to Donald F. Tegeler and Jill Mary Tegeler, husband and wife AND Fredric J. Samulski and Rosemary Samulski, husband and wife, as evidenced by that certain promissory note dated September 5, 1984 and like amount including all extensions and renewals thereof:

Note and Mortgage actually executed November 1, 1984

204155

RECORDED November 15 19 84 2:30 PM
IN BOOK 42 Mortgage PAGE 706
FEES $ 8.25 Sarah Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following: .

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 wife of the said 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 hereunto set hand(s) this 1ST day of NOVEMBER, 19 84

In the presence of—

Donald F. Tegeler
Donald F. Tegeler

Jill Mary Tegeler
Jill Mary Tegeler

Fredric J. Samulski
Fredric J. Samulski

Rosemary Samulski
Rosemary Samulski

THE STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

On this 1ST day of NOVEMBER 1984, before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal, this 1ST day of NOVEMBER, A. D. 1984

(Seal)

Judy Romick Notary Public
My Commission expires
County of Sublette State of Wyoming
My Commission Expires: June 10, 1985

[redacted]

Notary Public.

[redacted] [redacted]

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Kevin Dale Jensen and Holly Ann Marie Jensen, Husband and Wife herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Thirty Three Thousand Seven Hundred and no/100 Dollars ($33,700.00) with interest as evidenced by a promissory note dated October 30, 1984 herewith to the order of

First Wyoming Bank, N.A.-Big Piney
440 Budd Avenue
Big Piney, Wyoming

, hereinafter designated Mortgagee, principal and interest payable in installments of $ 33,700.+ Int. [illegible] day of each month beginning on the [illegible] day of [illegible], [illegible] to be applied to principal, any balance of principal or interest remaining unpaid shall be due with the installment on October 31, 1985 hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

LOTS 9 AND 10 OF THE BALL SUBDIVISION, SUBLETTE COUNTY, WYOMING

Mortgagor expressly covenants that its obligation to the Mortgagee shall not be assumed by any other party and that Mortgagor shall remain the sole obligor until said obligation is fully paid.

204156

RECORDED November 15 19 84 2:30 PM
IN BOOK 42 Mortgage PAGE 709
FEES $ 8.00 Lisa Lyske COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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:

REL-061 (1-76)

Released Book 15 Rel pg 81 709

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 Holly Ann Marie Jensen wife of the said Kevin Dale Jensen 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 their hand(s) this 30th day of October , 19 84.

In the presence of—

+ Kevin Dale Jensen
Kevin Dale Jensen

+ Holly Ann Marie Jensen
Holly Marie Jensen

THE STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

On this 30th day of October 19 84, before me personally appeared Kevin Dale Jensen & Holly Marie Jensen to me known to be the person described in and who executed the foregoing instrument, and acknowledged that Holly Ann Marie Jensen 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.

Given under my hand and notary seal, this 30th day of October , A. D. 19 84

(Seal)

My commission expires
September 1, 1985

Notary Public.

Rlse. Book 12, Page 801
10-4-85

712

MORTGAGE

THIS MORTGAGE is made this 28th day of September, 19 84, between the Mortgagor, Boyce Distributing Company, Inc. (herein "Borrower"), and the Mortgagee, First Wyoming Bank, N.A.-Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue Big Piney, Wyoming 83113 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Forty One Thousand Two Hundred Fifty One and 44/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1984;

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

Refer to Exhibit I attached hereto and incorporated herein by this reference.

204182

RECORDED November 16 1984 2:00 M
IN BOOK 42 Misc PAGE 712
FEES $ 18.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Thurin

which has the address of Elk Horn Bar and Grocery, [Street], Bondurant, [City],
Wyoming 82922 [State and Zip Code] (herein "Property Address");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifing: (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 abandoment 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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Larry E. Boyce Pres. —Borrower

Joyce R. Boyce Sec/Treas —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this September 28, 1984 [date] by

Larry E. Boyce and Joyce R. Boyce [person acknowledging]

My Commission Expires:

09/01/85

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

EXHIBIT I

LOT NUMBERED FOUR (4) IN BLOCK NUMBERED THREE (3) OF THE SUNSET ADDITION TO THE CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING.

It is expressly understood by and between the parties hereto that this instrument is intended as security for the payment of money in the sum of $141,257.44, and interest as aforesaid, which sum and interest is also secured by a Mortgage and Security Agreement of even date herewith, executed and delivered by Boyce Distributing Company, Inc. to the Mortgage herein, which Mortgage and Security Agreement covers the following described real and personal property:

Real Property:

A tract of land situated in the S/2 NW/4 NW/4 of Section 29, Township 38 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming, described as follows:

Beginning at a point where the Westerly line of the right of way of U.S. Highway No. 187 intersects the North line of the S/2 NW/4 NW/4 of Section 29, Township 38 North, Range 113 West of the 6th Principal Meridian,

Thence South 43° 02' East for 219.4 feet to Station No. 2;

Thence South 89° 52' West for 100.0 feet to Station No. 3;

Thence South 75° 36' West for 600.0 feet to Station No. 4;

Thence North 43° 28' West for 421.0 feet to Station No. 5;

Thence North 89° 52' East for approximately 821 feet to point of beginning;

together with all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto; and together with all buildings, fences and improvements situate thereon or appurtenant thereto, subject, however, to all exceptions and reservations of record, including the provisions of United States patents.

Personal Property:

All equipment, furnishings, fixtures, inventory and other property listed on Schedule A attached hereto, and by this reference made a part hereof, entitled "List of Equipment, Furnishings and Fixtures, Elkhorn Bar and Grocery, Sublette County, Wyoming, March 1984", together with any and all renewals or replacements of, or additions to, any such equipment, furnishings, fixtures, inventory

(Initials)

LEB _____

JRB _____

and other property at any time hereafter made, and together with Retail Liquor License No. 1984-03, issued by the county of Sublette Wyoming, for the period of July 1, 1984, to June 30, 1985, and all renewals and extensions of said Retail Liquor License, and together with all other items necessary or useful to the practical and successful operation of a bar, package liquor outlet and retail grocery business now owned or hereafter acquired by Boyce Distributing Company, Inc.

In the event of any breach or default whatsoever in the terms and provisions of said Mortgage, said Security Agreement, or this Mortgage, both the Security Agreement, said Mortgage, and this Mortgage may be foreclosed in the same sale, provided, however, that the real property mortgaged herein shall be sold at any such sale as a separate lot.

Larry E. Boyce
Larry E. Boyce

Joyce R. Boyce
Joyce R. Boyce

SCHEDULE A

"list of Equipment, Furnishings and Fixtures,
Elkhorn Bar and Grocery, Sublette County, Wyoming, September, 1984"

Bar:

1 eight foot beer cooler
3 booths (seat 4 each)
4 round tables
1 liquor cabinet - 1 x 4 x 6
1 four drawer cabinet - 28" x 22" x 44"
1 back bar and liquor display - 18'
1 bar - 20'
10 bar stools
1 Blaze King wood stove
1 walkin cooler 5' x 7'
1 ice maker - 100# storage
1 three tub sink and counter - 7'
1 Mr. Coffee - 9 cup
1 Westbend Coffee Pot - 36 cup
1 Hamilton Beach blender
1 NCR cash register

Grocery:

1 Ice Cream Maker 2½' x 3½'
1 Display Freezer 3' x 16½'
1 Produce Display Cooler 2½' x 9'
1 Dairy Cooler 3' x 5'
1 NCR Cash Register
Center Shelving, two sided, 20'
Shelving on West wall 20'
Shelving at stairway 6½'
Propane heater
Cash register counter 10' arc, 20" wide
Candy Display 2' x 5'
Dayton Scale
3 Grocery Carts
Miscellaneous counters and shelving (upstairs)

(Initials)

LEB ✓ 5-6-85

JRB ✓ JRB

ASSIGNMENT OF RETAIL LIQUOR LICENSE

KNOW ALL MEN BY THESE PRESENTS, That Boyce Distributing Company, Inc., a Wyoming corporation, of Rock Springs, Wyoming, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, together with other valuable consideration, the receipt whereof is hereby acknowledged, has sold, assigned, transferred and delivered, and by these presents does sell, assign, transfer and deliver unto First Wyoming Bank, N.A. - Big Piney, of Big Piney, Wyoming, all of its right, title and interest in and to Retail Liquor License No. 1984-03 issued by the County of Sublette, State of Wyoming, for the period from the 1st day of July, 1984, to the 30th day of June, 1985, covering the retail liquor business this day encumbered by it, and which is operated in the building known as South building of Elkhorn Stores at Bondurant, Sublette County, Wyoming, under the firm name and style of "Elkhorn Bar," together with any and all renewals of said license, and any and all rights, benefits and privileges which it has, or may have in connection with obtaining a renewal or renewals of said retail liquor license.

This assignment is given with the understanding and upon the express condition that if Boyce Distributing Company, Inc. shall well and truly pay, or cause to be paid, unto said First Wyoming Bank, N.A. - Big Piney, Big Piney, Wyoming, or its successors and assigns, the sum of $141,257.44, together with interest thereon at the rate of **_____percent (%) per annum, until paid, according to the conditions of one certain Promissory Note, and the Mortgage and Security Agreement given to secure said note, all being dated September 28, 1984, and executed and delivered by it and its guarantors to said First Wyoming Bank, N.A. - Big Piney, Big Piney, Wyoming, then this assignment shall cease and be void, otherwise to remain in full force and effect.

Dated this 28th day of September, 1984.

BOYCE DISTRIBUTING COMPANY, INC.,
a Wyoming Corporation,

By Larry E Boyce

Title: President

ATTEST:

Nile M Smith

Title: Vice President

By Joyce R Boyce
Title: Sec/Treas

The State of Wyoming)
:ss.
County of Sublette)

On this 28th day of September, 1984, the foregoing instrument was acknowledged before me by Larry E. Boyce, to me known to be the President of Boyce Distributing Company, Inc., a Wyoming corporation.

Witness my hand and official seal.

My commission expires:

September 1, 1985

Betty L Richard
Notary Public

719

6825-T Revised
013-1300170

720

Released
Book 16 Rel
page 249

204256

RECORDED November 26 19 84 9:00 AM
IN BOOK 42 Misc PAGE 720
FEES $10.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Deere

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 23, 19 84. The mortgagor is Michael A. Roquemore and Glenda A. Roquemore, husband and wife ("Borrower"). This Security Instrument is given to Rocky Mountain Federal Savings and Loan Association, which is organized and existing under the laws of the United States of America, and whose address is 2020 Carey Avenue Cheyenne, Wyoming 82001 ("Lender"). Borrower owes Lender the principal sum of Thirty Thousand and No/100---------- ----------Dollars (U.S. $ 30,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2014. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in Sublette County, Wyoming:

THAT PART OF LOT 5, MEADOW CANYON ESTATES, SUBLETTE COUNTY, WYOMING described as follows:

Beginning at the northeasterly corner of said Lot 5 identical with the intersection of the centerline of First North Road and Second West Road; thence, S.01°00'00"W., 647.46 feet along the east line of said Lot 5 identical with the centerline of said Second West Road to the southeast corner of said Lot 5 identical with the intersection of the centerlines of said Second West Road and the North Piney Cottonwood County Road No. 23-143; thence, Westerly, 489.00 feet along a circular curve to the right through a central angle of 19°33'30.8" and radius of 1432.50 feet, said curve identical with the said centerline of the said County Road: thence, N.27°02'29.1"E., 624.23 feet to an intersection with the northerly line of said Lot 5 identical with the centerline of said First North Road; thence, Easterly, 200.00 feet along a circular curve to the left through a central angle of 16°29'52.7" and radius of 694.58 feet, said curve identical with the said centerline of First North Road, to the corner of beginning.

which has the address of 7 Second West Road [Street], Big Piney [City], Wyoming 83113 [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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

[redacted] [redacted] [redacted]

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 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. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider

☐ Graduated Payment Rider ☐ Planned Unit Development Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X _____ (Seal)
Michael A. Roquemore -Borrower

X _____ (Seal)
Glenda A. Roquemore -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING)
COUNTY OF ~~SUBLETTE~~ Lincoln) ss.

723

The foregoing instrument was acknowledged before me this 23rd day of November,

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ 2-4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X _____ (Seal)
Michael A. Roquemore -Borrower

X _____ (Seal)
Glenda A. Roquemore -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

(Space Below This Line For Acknowledgment)

STATE OF WYOMING)
COUNTY OF ~~SUBLETTE~~ Lincoln) ss.

The foregoing instrument was acknowledged before me this 23rd day of November, 1984 by Michael A. Roquemore and Glenda A. Roquemore, husband and wife.

My Commission expires: 6/24/85

_____
Notary Public

UB 545 DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT & ASSIGNMENT — OIL & GAS, 1984

The State of WYOMING

Counties of SUBLETTE

} Deed of Trust, Mortgage, Security Agreement and Assignment

Know All Men By These Presents:

That the undersigned James A. Davidson, a single man, whose mailing address is P.O. Box 494, Midland, Texas 79702 hereinafter sometimes referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid by Don B. Jones Trustee, hereinafter called "Trustee", the receipt of which is hereby acknowledged, and for and in consideration of the debt and trusts hereinafter mentioned, does GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY unto Trustee, and to his successors in this trust, and to his or their respective successors and assigns hereunder forever, the oil, gas and mineral interests described on ~~Schedule "A"~~ attached hereto and made a part hereof for all purposes. Exhibits A, B, AB-1, C, & D

TO HAVE AND TO HOLD the aforesaid properties and interests, together with all and singular the rights, privileges, contracts, members, hereditaments, appurtenances and personal property and equipment, including but not limited to surface or subsurface physical equipment in all oil and gas wells, machinery, tanks, supplies, pipelines, water lines, casing, pumping equipment, structures, houses and improvements, now or hereafter at any time before the foreclosure or release hereof, in anywise appertaining or belonging thereto, unto the Trustee and to his successors hereunder and to his or their assigns, forever; and said Grantor hereby binds and obligates himself, his heirs, legal representatives, successors and assigns, to warrant and defend forever, all and singular, the said properties and interests unto the Trustee, his successors hereunder and to his or their assigns, forever, against the lawful claims of any and all persons whomsoever claiming or to claim the same or any part thereof.

1. This conveyance is made in trust, however, to secure payment of a promissory note of even date herewith, executed by Grantor, payable to United Bank, N.A., Midland, Midland County, Texas, hereinafter called "Mortgagee", or its order at the office of Mortgagee, as follows:

Promissory note of even date herewith in the original principal amount of $929,704.97 due and payable on or before October 29, 1984, and bearing interest at the rate stated therein.

204292

RECORDED November 27 1984 8:00 AM
IN BOOK 42 Mtg PAGE 724A
FEES $16.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy M Devine

bearing interest at the rate recited in said note, upon the unpaid principal amount thereof from time to time remaining unpaid, which said note contains provisions for acceleration of maturity and the payment of reasonable attorney's fees upon contingencies therein stated.

2. Notwithstanding any provision contained in this deed of trust which might be construed to the contrary, it is hereby expressly understood and agreed that this deed of trust and the lien herein created shall secure payment, not only of the indebtedness specifically described in and evidenced by the above described note, but also shall secure payment of any and all other debts presently owed by Grantor to Mortgagee, as well as any and all additional loans or advances hereafter made by Mortgagee to Grantor, and any and all renewals, extensions and rearrangements of all or any part of the indebtedness anywhere described or referred to herein and secured hereby.

3. If the said Grantor shall well and truly pay off and discharge at maturity thereof, according to the tenor and effect thereof, the above described note, together with any and all renewals and extensions thereof, and shall well and truly pay any and all other indebtedness secured hereby (all of such obligations being hereinafter referred to as "indebtedness"), and the Grantor shall well and truly perform all of the covenants contained herein, then this conveyance shall become null and void and this instrument shall be released in due form at Grantor's expense, otherwise to remain and continue in full force and effect.

4. Should Grantor default or fail to promptly and punctually pay the indebtedness hereby secured or any part thereof, principal or interest, as the same shall become due and payable, or if Grantor should default in the observance or performance of any of the covenants hereof, then it shall be the duty of Trustee, or his successor, as herein provided, at the request of the legal holder of said indebtedness, to enforce this trust and to sell, as an entirety or in parcels, as the Trustee acting may elect (all rights to a marshaling of the assets and properties of Grantor, including the property herein conveyed, being expressly waived), the said properties, or any part thereof at the Courthouse door of the County where said property is situated, on the first Tuesday of any month between the hours of ten o'clock a.m. and four o'clock p.m. to the highest bidder for cash at public auction, first giving at least twenty-one (21) days notice of the time, place and terms of sale by publicly advertising the same by posting or causing to be posted, written or printed notices thereof at the county courthouse door in said county wherein said property is situated. If the property is situated in more than one county, then notices as herein provided shall be given in each such county, and the property may be sold in any of such counties, with such notices designating the county where the property will be sold. In addition, Mortgagee shall, at least twenty-one(21) days preceding the date of such sale, serve written notice of the proposed sale by Certified Mail on each debtor obligated to pay such debt according to the records of Mortgagee. Service of such notice shall be completed upon deposit of the written notice, enclosed in a postpaid wrapper, properly addressed to such debtor (or debtors) at the most recent address as shown by the records of Mortgagee, in a post office or official depository under the care and custody of the United States Postal Service. Said Trustee shall make due conveyance to the purchaser or purchasers, with a general warranty binding the Grantor, his heirs, legal representatives, successors and assigns. At any sale hereunder, whether by Trustee or under judicial foreclosure, the holder of the indebtedness secured hereby shall have the same right as any other person to bid and purchase, and may so purchase free of any claim of the Grantor to redeem or repurchase; and such holder of said indebtedness shall be entitled to have credited upon the purchase price of the property so purchased in lieu of cash payment, any and all sums properly payable out of the net proceeds of said sale to such holder of the indebtedness secured hereby, then owing and payable to such holder, upon giving appropriate credit therefor on the note or other evidence of such indebtedness so owing to such holder, but the balance, if any, of the bid or bids of such holder shall be payable by it in cash. Out of the proceeds arising from the sale as hereinabove provided, Trustee shall first pay all expenses of advertising, sale and conveyance, including a commission of five percent (5%) to the Trustee acting, and shall then pay the full amount of said indebtedness to the legal holders of the same, together with any and all other charges and advances secured by this instrument, and the balance, if any, shall be paid to the Grantor herein, his heirs, legal representatives, successors or assigns.

5. In case of the inability, refusal or failure of Trustee herein named, or any acting Substitute Trustee hereunder, to act after request by the holder of said indebtedness in person, or by letter addressed to the acting Trustee, or Substitute Trustee at his last known address, or if Mortgagee should determine that its best interests would be served by the appointment of another person to act as Trustee hereunder, then, in any such contingencies, a Successor or Substitute Trustee may be named, constituted and appointed by the holder of said indebtedness without procuring the resignation of the former Trustee and without other formality than an appointment and designation in writing by the holder of said indebtedness, and this conveyance shall vest in the Successor or Substitute Trustee all of the title, powers and duties herein vested in Trustee, and the conveyance of the Successor Trustee shall exist as often and whenever any of said contingencies should occur.

6. It is expressly agreed that the recitals in any conveyance made to the purchaser or purchasers at any foreclosure sale, either by Trustee, or any Successor or Substitute Trustee, shall be full proof and evidence of the matters therein recited, and no other proof shall be required of the performance of this trust; and all prerequisites of said sale, as to default, request to enforce this trust, advertising, resignation, failure or refusal of a Trustee to act, or appointment of a Substitute Trustee, and any and all requirements herein contained shall be presumed to have been performed, and any recitals in any deed from the Trustee or any Substitute Trustee may be taken and construed in any court as prima facie evidence of the facts recited. Any sale made upon the powers herein granted shall be a perpetual bar against the Grantor, his heirs, legal representative, successor and assigns, and all persons claiming under him.

7. In consideration of the indebtedness hereinabove described, Grantor specifically covenants and agrees as follows:
   (a) The property interests above described are owned by Grantor free and clear of all encumbrances.
   (b) Grantor will pay and discharge all taxes or assessments which may be levied or assessed on said property or which might constitute a lien thereon before the same become delinquent; and in the event Grantor shall fail or refuse to pay or discharge the same, the holder of said indebtedness or the then acting Trustee hereunder shall have the right, but shall not be obligated, to pay off said charges against said property and shall be subrogated to the rights, liens and equities thereof, and the amount so paid, together with interest at the rate which the principal of the indebtedness shall bear after default from the date of payment, shall be added to said indebtedness and shall be a part of the indebtedness secured by the lien hereby given.

(c) Grantor, without the written consent of the holder of said note, or other indebtedness secured hereby, will not sell, assign or mortgage said properties, or place any other lien against said properties or permit any such lien to be placed thereon as security for any sum.

(d) Grantor, during the existence of the indebtedness secured hereby, will furnish, or cause to be furnished, to the holder of said note monthly reports of minerals produced and saved, acceptable and satisfactory to such holder, as may be required or requested from time to time by such holder.

(e) Grantor, at the request of the holder of the indebtedness secured hereby, will execute and deliver all other and further instruments in writing necessary to vest in the Trustee the full and unencumbered rights, titles, interests and equities which are purported to be covered hereby.

(f) As to oil, gas and mineal leasehold estate working interests, if any, shown on the attached Schedule "A", Grantor will cause said leasehold estates to be developed and continuously operated in a good and workmanlike manner and in accordance with applicable laws, rules and regulations, will not surrender, abandon or release same, in whole or in part, without the written consent of Mortgagee, and will cause to be promptly and currently paid all costs and expenses hereafter incurred in connection with the development, operation and maintenance thereof.

8. As further security for the payment of the indebtedness secured hereby, Grantor does hereby transfer, assign and convey unto Mortgagee all proceeds of oil, gas and other minerals apportionable to the above described interests from and after the date of this deed of trust, and Grantor hereby authorizes and empowers Mortgagee to demand, collect and receive said oil, gas and other minerals, and the proceeds therefrom, produced or mined, and to be produced or mined from the interests of Grantor in said properties, and to execute any release, receipt, division order, transfer order and relinquishment or other instrument that may be required or necessary to collect and receive such production or the proceeds therefrom; and the Grantor hereby authorizes and directs all pipeline companies, gathering companes, and others purchasing production from said properties above described or having in their possession any production from said properties, or the proceeds therefrom, to pay and deliver to Mortgagee all such production or proceeds therefrom accruing; and Grantor agrees that all division orders, transfer orders, receipts and other instruments which Mortgagee may from time to time execute and deliver for the purpose of collecting or receipting for such production or the proceeds therefrom may be relied upon in all respects and that the same shall be binding upon Grantor, his heirs, legal representatives, successors and assigns. Grantor agrees to execute and deliver all necessary, convenient and appropriate instruments, including transfer and division orders, which may be required by Mortgagee in connection with the receipt by Mortgagee of such production or the proceeds therefrom and to indemnify and keep and hold Mortgagee free and harmless from all parties whomsoever having or claiming an adverse interest in said lease, properties and interests and the production and proceeds therefrom, and in this respect agree to pay all expenses, costs, charges and reasonable attorney's fees which may be incurred by Mortgagee or other holder of said indebtedness, as to any of said matters.

9. No pipeline company, gathering company or other person purchasing, handling or receiving the production from said property above described, or the proceeds therefrom, shall ever be required to see to the proper application by Mortgagee of such production or the proceeds therefrom, upon the indebtedness secured hereby, but the payment of such proceeds to Mortgagee by such pipeline company, gathering company or other person receiving, handling or purchasing such production shall operate as a full and final discharge of all liability of such pipeline company, gathering company or other person in the premises.

10. It is further understood and agreed that the receipt by the holder of the indebtedness secured hereby of any moneys, including but not limited to moneys received as proceeds from oil, gas and other minerals produced or mined from the interests of Grantor in said properties, or other security for the indebtedness secured hereby, shall not in any manner change or alter in any respect the obligations of the makers thereof upon any note or other evidence of indebtedness secured hereby, and nothing herein contained shall be construed as limiting the holder of the indebtedness secured hereby to the collection of the indebtedness secured hereby out of the production or the proceeds of the production from said property; it being expressly understood and agreed that such indebtedness shall continue as the absolute and unconditional obligation of the makers thereof to pay, as provided in said note or notes or other instruments evidencing such indebtedness, the amounts therein specified at the respective maturity date thereof, whether by acceleration or otherwise.

11. If default shall be made in the observance or performance of any of the covenants herein contained, or if the makers thereof shall fail to pay any part of the indebtedness secured hereby, with interest thereon, when and as the same become due; or if the Mortgagee at any time in good faith believes that the prospect of payment of any indebtedness secured hereby is impaired; or if it shall be discovered after the execution and delivery hereof that there exists a lien or similar encumbrance on said properties or any part thereof, equal to or superior in rank to the lien created hereby, adverse to this deed of trust, mortgage and assignment, and which will or may substantially impair, in the opinion of the Mortgagee, the security provided hereby; or if proceedings, voluntary or involuntary, shall be instituted by or against Grantor for insolvency or bankruptcy or for the appointment of a receiver, or for readjustment, extension or composition of his debts, or for any other relief under any present or future provisions of the Bankruptcy Act of the United States, as now or hereafter amended and supplemented; or of any assignment for the benefit of creditors shall be made by Grantor, or if final money judgment (after appeal, if any, has been decided adversly to Grantor, or after the time to appeal therefrom shall have expired) shall be entered against Grantor, and the same shall remain unsatisfied for more than thirty (30) days; then, and in any of such event, the holders of the indebtedness hereby secured shall be entitled, without notice or demand, to declare all of the note and indebtedness secured hereby to be immediately due and payable.

12. No other or additional security now existing or hereafter taken to secure the payment of said indebtedness shall be impaired or affected in any manner by the execution of this instrument. Renewals or extensions of this instrument, and all additional security that may be taken as security for the payment of said indebtedness shall be considered and held as cumulative, and shall not in anywise release, diminish or impair any of the rights or security hereby granted.

13. Any security now given or which may hereafter be given to enforce the payment of said indebtedness, may at any time be released in whole or in part without in anywise altering, varying or diminishing the force, effect or lien of this instrument. Renewals or extensions of said indebtedness may be granted (with no obligation on the part of the holder or holders of said indebtedness to grant such renewal or extension), without in anywise altering, diminishing or affecting this instrument or the rights granted hereunder.

14. All remedies and rights existing in favor of the holder of said indebtedness or the acting Trustee hereunder whether existing at law or in equity or under the terms of this instrument, shall be considered as cumulative and not as exclusive, and the granting of additional rights shall not in anywise affect, impair, diminish or lessen any rights, privileges or interests herein granted and now existing.

15. It is expressly understood and agreed that, until such time as default is made in the payment of said indebtedness or any part thereof, or until the failure of Grantor to fulfill and perform any of the convenants and agreements herein contained, Grantor shall have the exclusive right to operate the Mortgaged Property and be and remain in possession thereof, subject to the right of Mortgagee to collect and receive production and the proceeds therefrom and profits thereof as provided hereinabove; but in case of default in the payment of any such indebtedness or the failure of Grantor to perform any of the convenants and conditions hereof, the holder of said indebtedness shall have the right (in addition to any other rights or remedies held by it), but shall not be required, to enter upon and take possession of the Mortgaged Property and operate the same in any manner deemed advisable by such holder, or designate some person, firm or corporation to operate the same, without being liable to Grantor, in connection with such operations, except as to the use of ordinary care in the operation thereof; and, in case of any default, said holder of said indebtedness or the person, firm or corporation designated to operate said properties shall have the right to exercise every power, right and privilege of the Grantor with respect to the Mortgaged Property, and in such event, when the expenses thereof have been paid and the indebtedness secured hereby and other charges hereunder have been paid, the Mortgaged Property shall be returned to Grantor.

16. Each and every provision, stipulation and covenant in this deed of trust, mortgage and assignment shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of Grantor, Trustee and Mortgagee.

17. This instrument may be executed in any number of counterparts and each such counterpart executed and delivered is to be considered as an original, but all to constitute one and the same instrument; and any such executed counterpart hereof may be filed with the County Clerk of the County wherein such properties or a part thereof are located as a chattel mortgage or as a chattel mortgage on realty to secure payment of the aforesaid indebtedness.

18. Pronouns in number and gender, and verbs in their number shall be construed to conform to the number and sex of the parties hereto wherever necessary in any particular clause or phrase hereof.

19. This instrument shall be deemed and considered to be and may be enforced from time to time as an assignment, deed of trust, real estate mortgage, chattel mortgage, security agreement or financing statement; and from time to time as any one or more such instruments, if appropriate under the laws of any state within which any property, real or personal, described in Schedule "A" hereto may be located. Specifically, but not by way of limitation, if any of said real property is located within the State of New Mexico, this instrument shall be deemed a Mortgage as to said real property, and the payee named in the note above described shall be the Mortgagee hereunder with all powers of foreclosure as provided by the laws of the State of New Mexico. Pursuant to Section 39-5-19, New Mexico Statutes, Grantor agrees that as to any realty situated in the State of New Mexico, the redemption period will be shortened to one (1) month.

20. Without, in any manner, limiting the generality of any of the foregoing provisions hereof, some portion of the goods described above or to which reference is made herein are or are to become fixtures on the lands described or to which reference is made herein and hydrocarbons (minerals, including oil and gas) or accounts will be financed at the wellhead or minehead located on the lands described or to which reference is made herein.

21. With respect to that portion of said property situated in the State of Oklahoma, if any, it is agreed that the appraisement of any or all of such properties is expressly waived or not waived at the option of Trustee and/or Mortgagee, and that such option may be exercised prior to the time judgment may be rendered in any foreclosure thereof.

22. The term "oil, gas and mineral interests" as first used herein and the property which Grantor herein conveys to Trustee, means and is all interest owned by Grantor in and to the personal property, the oil and gas leases and oil, gas and mineral leases, sulphur leases or other mineral leases, subleases, farmout agreements, assignments, mineral interests, royalty interests, production payments, net profit interests and other such interests in oil, gas and other minerals, as described in Schedule "A" hereto.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

23. The notes secured hereby are given in renewal and extension, but not in extinguishment, of:

Not applicable

IN WITNESS WHEREOF this instrument is executed this 14th day of September, 19 84 in several counterparts (one of which with all the property descriptions included in Exhibits "A", "B","AB-1" "C" and "D" is on file at the office of Grantors, one of which with all of said property descriptions is on file at the office of the Trustee and one of which with all of said property descriptions is to be recorded in Lea County, New Mexico), each of which counterparts is an original and all of which are identical, except that, to facilitate recordation or filing in counties other than Lea County, New Mexico, there are omitted from certain counterparts those property descriptions in Exhibit"A", "B","AB-1","C" & "D" which contain specific descriptions of property located in recording or filing jurisdictions other than the jurisdiction in whith the particular counterpart is to be recorded. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all of such counterparts shall together constitute but one and the same instrument.

MORTGAGEE:

UNITED BANK, N.A., MIDLAND, TEXAS

By: _____
Don B. Jones, President

ATTEST:

By: _____
Cashier
Wendell W. Hoover

TRUSTEE AND MORTGAGEE ADDRESS:

P. O. Box 11347
Midland, Texas 79702

GRANTORS:

_____
JAMES A. DAVIDSON

GRANTOR'S ADDRESS:

P.O. Box 494
Midland, Texas 79702

INDIVIDUAL ACKNOWLEDGEMENT (TEXAS)

THE STATE OF TEXAS
COUNTY OF MIDLAND }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ James A. Davidson, a single man known to be the person (s) whose name (s) (is) (are) subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of September, 19 84.

_____
Notary Public for State of Texas

Print Name: Kathryn Stone

My Commission Expires: 6/19/86

726

CORPORATION ACKNOWLEDGMENT (TEXAS)

THE STATE OF TEXAS }

COUNTY OF MIDLAND }

BEFORE ME, the undersigned authority, on this day personally appeared Don B. Jones, known to me to be the person whose name is subscribed to the foregoing instrument, as President of UNITED BANK N.A., MIDLAND, TEXAS, a national banking corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of September, 19 84.

Kathryn Stone
Notary Public for State of Texas

Print Name: Kathryn Stone

My Commission Expires: 6/9/86

CORPORATION ACKNOWLEDGMENT (TEXAS)

THE STATE OF _____ }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as _____ of _____, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 19_____.

_____
Notary Public in and for _____

Print Name: _____

My Commission Expires: _____ County, _____

CORPORATION ACKNOWLEDGMENT (NEW MEXICO)

THE STATE OF TEXAS }

COUNTY OF MIDLAND }

The foregoing instrument was ackowledged before me this _____ day of _____, 19____, by _____, _____ of UNITED BANK N.A., MIDLAND, TEXAS, a national banking corporation, on behalf of said corporation.

_____
Notary Public for State of Texas

Print Name: _____

My Commission Expires: _____

CORPORATION ACKNOWLEDGMENT (NEW MEXICO)

THE STATE OF _____ }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, a _____ corporation, on behalf of said corporation.

_____
Notary Public in and for _____

Print Name: _____

My Commission Expires: _____ County, _____

EXHIBITS "A", "B", "AB-1", "C", AND "D"

~~SCHEDULE "A"~~

Attached to and made a part of that certain Deed of Trust and Assignment dated the 14 day of September, 84, by and between James A. Davidson, a single man Grantor, and Don B. Jones Trustee.

All of Grantor's oil, gas and mineral interests as defined in this Deed of Trust and Assignment in all the lands hereinafter described, regardless of the decimal interests set forth below.
As it pertains to the 50% NPI acquired From Prudential Insurance Company

All of Grantor's oil, gas and mineral interests as defined in this Deed of Trust and Assignment in all the lands hereinafter described on Exhibits "A", "B" and "C" attached hereto, irregardless of the decimal interests set forth.

Exhibits "A" and "B" cover certain oil and gas properties situated in the states of Texas, Colorado, Louisiana, Oklahoma, and Wyoming. Grantors are the owners of an undivided 25 % of a 50% net profits overriding royalty interest payable out of said oil and gas interests, except those interests shown on Exhibit "AB-1", as created in that certain Conveyance of Oil & Gas Properties, and Agreement with respect thereto dated November 8, 1961, effective as of August 1, 1961 by and between the Prudential Insurance Company of America as Assignor, and Texas Pacific Coal and Oil Company as Assignee, a complete counterpart of said Conveyance having been recorded in Volume 143, Page 180 of the Deed Records of Throckmorton County, Texas.

Exhibit "C" covers certain oil and gas properties situated in the states of New Mexico, Texas, and Oklahoma. Grantors are the owners of certain interests in a 50% net profits overriding royalty interest payable out of said oil and gas interests, as shown on Exhibit "D" attached hereto, except Tract No. 54 shown on page 39 of Exhibit "C" designated as the "Winningham Lease" and Tract No. 5 shown on page 51 of Exhibit "C" designated as the "Walton Lease", insofar as it covers the NW/4 of Section 10, Block 26, PSL, Winkler County, Texas, as created in that certain conveyance of Paramount Production Payment and Reservation of Reserved Production Payment and Conveyance of Net Profits Overriding Royalty dated April 1, 1966, by and between the Prudential Insurance Company of America and Joseph Seagram & Sons, Inc., a complete counterpart of said conveyance having been recorded in Book 260 at Page 778 of the Miscellaneous Records of Lea County, New Mexico.

Doyle Hartman	3/8
James A. Davidson	1/8

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING
OIL AND GAS LEASES—PRODUCING

I. LEASEHOLD INTERESTS

A 5% net profits interest in the Pinedale Unit, created by the Pinedale Unit Agreement dated April 1, 1954, by and between El Paso Natural Gas Company, as Operator, and Continental Oil Company et al, as Non-Operators, which net profits interest is created by a certain Net Profits Contract dated April 1, 1954, by and between Malco Refineries, Inc., El Paso Natural Gas Company, Continental Oil Company, and Novi Oil Company, both the Pinedale Unit Agreement and the Net Profits Contract being filed in the Office of the Bureau of Land Management, Cheyenne, Wyoming; reference being hereby made to the Pinedale Unit Agreement, and to the record thereof in the Bureau of Land Management, Cheyenne, Wyoming, for all purposes, including a description of the leases subject thereto and the lands covered thereby, and reference being hereby made to said Net Profits Contract and to the record thereof in the Bureau of Land Management, Cheyenne, Wyoming, for all purposes.

II. PRODUCTION PAYMENT INTEREST

That certain production payment in the original principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), more fully described in a conveyance from Woodson Oil Company, Novi Oil Company and Novi Gas Company, as Grantors, to David C. Bintliff, as Grantee, dated April 11, 1957, recorded in Vol. 16, Page 453, Oil & Gas Lease Records of Sublette County, Wyoming, payable out of certain percentages of production from the properties described above in this Exhibit "A" and other properties, described in such conveyance, located in other counties and states, which production payment was reacquired by Woodson Oil Company by conveyance effective as of January 1, 1958.

EXHIBIT "B"

SUBLETTE COUNTY, WYOMING

OIL AND GAS LEASES—NON-PRODUCING

All recordation references in this Exhibit are references to the Oil and Gas Records of Sublette County, Wyoming, and all lands described are in Sublette County, Wyoming.

I. LEASEHOLD INTERESTS

Lease No.: 71-1A

Date	Lessor	Lessee	Recorded Book	Recorded Page
12- 6-52	R. W. Lozier et ux	T. G. Dorough	5	29

The above described lease covers the entire mineral interest in 434.46 acres described as follows:

Section 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, and 13; SW/4 NE/4; SE/4 NW/4;

Section 6: Lot 9;

Section 8: NW/4 NW/4;

T-31-N, R-108-W, 6th P. M.;

said lease being subject, however, to the following:

ORR: 4.375%.

Net Profits Contract dated April 1, 1954, between Malco Refineries, Inc., El Paso Natural Gas Company, Continental Oil Company and Novi Oil Company.

Working Interest: None

Net Interest: 5% Net Profits Interest

II. PRODUCTION PAYMENT INTEREST

That certain production payment in the original principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), more fully described in a conveyance from Woodson Oil Company, Novi Oil Company and Novi Gas Company, as Grantors, to David C. Bintliff, as Grantee, dated April 11, 1957, recorded, among other places, in Vol. 16, Page 463, Oil and Gas Lease Records, Sublette County, Wyoming, payable out of certain percentages of production from the properties described above in this Exhibit "B" and other properties, described in such conveyance, located in other counties and states, which production payment has been reacquired by Woodson Oil Company by conveyance effective as of January 1, 1958.

FILED: November 13 1961 at 8:55 am

RECORDED: November 24 1961 at 4:00 pm

Don Chandler
County Clerk, Throckmorton Co., Texas

By Betty Jones Deputy

731

Position 5

USDA-FmHA
Form FmHA 427-1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by DIANE E. NEAL, a single person,

residing in SUBLETTE County, Wyoming, whose post office address is P.O. BOX 1268 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*
11/28/84 (ASSUMPTION AGREE.)	$50,000.00	11.875%	11/28/2017

SUBJECT TO ORIGINAL NOTE FOR $50,000.00 DATED 3/3/82 SECURED BY REAL ESTATE MORTGAGE DATED 3/3/82 RECORDED 3/3/82 IN BOOK 35 OF MORTGAGES, PAGE 182, file number 190009.

(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 7, 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 or of record and to easements and rights-of-way of record or in use; 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 Sublette County Clerk, Wyoming.

204326

RECORDED November 29 1984 4:45 P M
IN BOOK 42 Misc PAGE 731
FEES $10.00 Lavon J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

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

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

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

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

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

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts 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 a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

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

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

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

[redacted] [redacted] [redacted]

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

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

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement under Power of Sale as provided by law and statute, and Borrower hereby irrevocably vests in the Government the statutory Power of Sale.

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

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

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 28th day of November, 19 84.

Diane E. Neal

Diane E. Neal

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Diane E. Neal

, , , this 28th day of November, 19 84.

Witness my hand and official seal.

Edwin R. Adams
Notary Public

(SEAL)

Edwin R. Adams
County of
Sublette
My Commission Expires July 28, 1988

My commission expires: July 28, 1988

☆ GPO 1 83 677 359

735 Released BK 17 Rel Pg 15

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 17, 19.84. The mortgagor is Danny D. Holgate & Julie A. Holgate, husband & wife ("Borrower"). This Security Instrument is given on First Wyoming Bank, N.A, Kemmerer, which is organized and existing under the laws of the United States of America, and whose address is 801 Pine Avenue, Kemmerer, Wyoming 83101 ("Lender"). Borrower owes Lender the principal sum of ------Fifty Eight Thousand Three Hundred and 00/100---------- Dollars (U.S. $58,300.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2014. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in Sublette County, Wyoming:

Lot 5, Friendly Creek Subdivision, Sublette County, Wyoming.

204340

RECORDED November 32 1984 11:42 M
IN BOOK 42 Misc PAGE 735
FEES $10.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

which has the address of Bill Budd Road [Street] Big Piney [City]
Wyoming 83113 [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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFOR[redacted]NANTS. Borrower and Lender cove[redacted]l agree as follows: [redacted]

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 insitiution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: First, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successsor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or tranferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lehder may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occured; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under para[redacted] 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judical 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. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all right of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ 2-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	
☐ Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Danny D. Holgate (Seal)
Danny D. Holgate
Borrower

Julie A. Holgate (Seal)
Julie A. Holgate
Borrower

ACKNOWLEDGMENT

State of Wyoming, Sublette County ss:

The foregoing instrument was acknowledged before me this November 17, 1984 by
(date)

Danny D. Holgate & Julie A. Holgate
(person acknowledging)

My Commission expires: 5/21/88

Nancy Espenscheid
Notary Public

738

739

Rlsd Bk 13 Pg 443

MORTGAGE DEED— FORM NO. 4 THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GRANT BECK and ABIGAIL BECK, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Forty-Two Thousand and N0/100 ($42,000.00) ———— Dollars, due 10-1-85 with interest from 10-1-84 at the rate of sixteen(16%) per cent per annum, payable once annually evidenced by One (1) promissory note, of even date herewith, payable in one (1) annual payment of $42,000.00 together with interest thereon at the rate of 16% per annum said payment due on 10-1-85 and payable in full. do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P.O. Box 519

Pinedale, Wyoming 82941

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

A tract of alnd described as follows:
TOWNSHIP 33 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING;
Section 19: Lots 1 and 2 (W½NW¼), 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: E½NE¼, E½W½NE¼, E½W½W½NE¼;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record adn easements and rights-of-way of record or in use; and
SUBJECT TO: prior mineral reservations of record.

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 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 1 day of October A. D. 19 84.

In the presence of

201343
RECORDED December 30, 1984 1:30 P.M
IN BOOK 42 Misc PAGE 739
FEES 6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy Pettenuzzo

/s/ Grant Beck
GRANT BECK

/s/ Abigail Beck
ABIGAIL BECK

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Grant Beck and Abigail Beck,

, ,

this 1 day of October, 19 84.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: January 5, 1987

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, $

741

Sublette County, Wyo.
Real Estate Records
Oil & Gas

Group OAG
PC 1091
Acct. # 5818544

ASSIGNMENT OF MORTGAGE

Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Continental Bank"), for good and sufficient consideration, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver unto the Federal Deposit Insurance Corporation (the "FDIC") all right and claim of Continental Bank in, to and in respect of the mortgage documentation described on Exhibit A hereto, which mortgage documentation covers the property described on Exhibit B hereto.

This Assignment of Mortgage is made pursuant to, and is subject to the terms and provisions of, that certain Conveyance dated September 26, 1984 from Continental Bank to the FDIC, a copy of which Conveyance (without its Exhibit 1) is attached as Exhibit C hereto.

This Assignment of Mortgage may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which are identical, except that, to facilitate recordation or filing, in any particular counterpart portions of Exhibit B hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded or filed may have been omitted.

M. Van Nispen (nee Grzelak) and Carole Garais, as trustees for Continental Bank under the mortgage documentation described on Exhibit A hereto, hereby join in the execution of this Assignment of Mortgage to evidence their consent to such assignment by Continental Bank.

IN WITNESS WHEREOF, Continental Bank and M. Van Nispen (nee Grzelak) and Carole Garais, as Trustees, have executed this Assignment as of the 26th day of September, 1984.

SECURED PARTIES

M. Van Nispen (nee Grzelak)
M. Van Nispen (nee Grzelak), Trustee

Carole Garais
Carole Garais, Trustee

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By Patrick F. Brady
Vice President

By Ida Dubes
BY POWER OF ATTORNEY
DATED 12/28/83

ILLINOIS NATIONAL BANK ... CORP ...
Attest: Barbara LaBrot
Title: Banking Officer
[Corporate Seal]

204382

RECORDED December 3 1984 3:30 PM
IN BOOK 42 Mtg PAGE 741
FEES $5.25 Dana J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McPhee

Names and Mailing Addresses of Trustees:

M. Van Nispen (nee Grzelak), Trustee, and Carole Garais, Trustee
231 South LaSalle Street
Chicago, Illinois 60697

Name and Mailing Address of Continental Bank:

Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

Name and Mailing Address of the FDIC:

Federal Deposit Insurance Corporation
550 17th Street, N.W.
Washington, D.C. 20429
Attention: Director, Division of Bank Supervision

This instrument was prepared by:

Catharine A. Haake, Esq.
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604

Name and Mailing Address of Debtor:

MM & S Partners
102 Inverness Terrace East
Englewood, Colorado 80112

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

BE IT REMEMBERED that I, ROBERTA MEYERS a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 26 day of September, 1984, there appeared before me severally each of the following persons, each being either a Trustee or else the designated officer of the association set opposite his name, and each such Trustee and association being a party to the foregoing instrument:

Patrick F. Reidy, Vice President, and Barbara L. Butler, Banking Officer, of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, whose address is 231 South LaSalle Street, Chicago, Illinois 60697; and

JBA Kybonds for Carole Smith's and M. Van Nispen (nee Grzelak), whose addresses are 231 South LaSalle Street, Chicago, Illinois 60697, as Trustees.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said association, or himself, as a Trustee, as the case may be.

ILLINOIS — The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the association set opposite their names (or as Trustees, as the case may be) on behalf of said association (or themselves, as Trustees, as the case may be).

WYOMING — The foregoing instrument was acknowledged before me by the above individuals on this day.

WITNESS my hand and official seal.

Notary Public
Residing at 231 South LaSalle Street
Chicago, Illinois 60604

NOTARY PUBLIC COOK COUNTY, ILL.

My commission expires:
My Commission Expires April 19, 1988

EXHIBIT A

1. Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of May 7, 1980, from MM&S Partners and Energetics, Inc. to Continental Bank and trustees for Continental Bank, which document has been recorded and filed as set forth in Schedule I attached hereto.

2. First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of May 7, 1982, from MM&S Partners to Continental Bank and trustees for Continental Bank, which document has been recorded and filed as set forth in Schedule I attached hereto.

3. Second Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of June 7, 1984 from MM&S Partners to Continental Bank and trustees for Continental Bank, which document has been recorded and filed as set forth in Schedule I attached hereto.

SCHEDULE I

A. The Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of May 7, 1980, from MM&S Partners and Energetics, Inc. to R.M. Lucas and M. Grzelak, as Trustees, and Continental Illinois National Bank and Trust Company of Chicago, was recorded and filed, among other places, as follows:

Jurisdiction	Date Filed	Recording and Filing Data
Secretary of State of Colorado, UCC Records	6/9/80	No. 432163
County Clerk of Sublette County, Wyoming, Real Estate Records	5/27/80	Mortgage Book 32, Page 639

B. The First Supplemental Mortgage, Deed of Trust, Assigment, Security Agreement and Financing Statement, dated as of March 22, 1983, from MM&S Partners to M. Grzelak and S.A. Schroeder, as Trustees, and Continental Illinois National Bank and Trust Company of Chicago, was recorded and filed as follows:

Jurisdiction	Date Filed	Recording and Filing Data
Colorado Secretary of State, UCC Records	4-25-83 4:57 p.m.	No. 621481
Wyoming Secretary of State, UCC Records	4-25-83 10:05 a.m.	No. 204109
Sublette County, Wyoming		
1. Real Estate Records	4-25-83 8:00 a.m.	Mortgage Book 39, Page 414 (Reception No. 196039)
2. UCC Records	4-25-83 8:00 a.m.	No. U18712 (Reception No. 196040)
Sweetwater County, Wyoming		
1. Real Estate Records	4-25-83 9:00 a.m.	Book 740, Page 382 (Reception No. 898882)
2. UCC Records	4-25-83 9:00 a.m.	No. U122434 (Reception No. 89883)
Bureau of Land Management, Wyoming State Office	4-27-83 9:30 a.m.	Lease File W 67808

C. The Second Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of June 7, 1984, from MM&S Partners to M. Van Nispen (nee Grzelak) and Carole Garais, Trustees, and Continental Illinois National Bank and Trust Company of Chicago, was recorded and filed as follows:

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Colorado Secretary of State - UCC Records	6-27-84 4:19 p.m.	No. 720652, amending No. 432163
Wyoming Secretary of State - UCC Records	6-25-84 8:45 a.m.	No. 218433, amending No. 204109
	7-5-84 8:30 a.m.	No. 218844, Amending No. 204109
Sweetwater County, Wyoming		
1. Real Estate Records	6-25-84 9:00 a.m.	Book 753, Page 338 (No. 927747)
2. UCC Records	6-25-84 9:00 a.m.	Amending No. U122434 (No. 927748)
Bureau of Land Management, Wyoming State office	7-2-84 9:30 a.m.	Lease files
Wyoming Commissioner of Public Lands	7-18-84	Lease File No. 67-10888

LEASE NO.	LESSOR	EXP. DATE	LESSEE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE	INTEREST	*MMS PARTNERS W. I.	*MMS PARTNERS N. R. I.
WY-265-1	U.S.A. (W-62508)	HBP Federal #10-29	Energetics, Inc.	T-27-N, R-111-W Sec. 29: NW¼ Sublette County, Wyoming	57	187	100%	16.8000	13.5240
WY-267-1	U.S.A. (W-63821)	HBP Federal #40-32	Energetics, Inc.	T-27-N, R-111-W Sec. 32: Lots 3(29.83) Lot 4(30.03), N½SE¼, NE¼ Sublette County, Wyoming	57	199	100%	16.8000	13.5240
WY-266-1	U.S.A. (W-62508)	HBP Federal #40-29	Energetics, Inc.	T-27-N, R-111-W Sec. 29: NE¼NE¼, S½NE¼, SE¼	57	187	100%	W.I. B.P.O. 16.8000	N.R.I. B.P.O. 13.5765
								W.I. A.P.O. 16.3800	N.R.I. A.P.O. 13.2699
WY-	U.S.A. (W-34033)	COM-AGR-NRM-1878	True Oil Co.	Sec. 29: NE¼NE¼ Sublette County, Wyoming	58	496	100%		
WY-263-6	U.S.A. (W-54136)	HBP Federal #30-15	Northwest Exploration Co.	T-27-N, R-111-W Sec. 15: SW¼	-	-	100%	16.8000	12.9990
								13.4400	10.8192
WY-263-3	U.S.A. (W-35399)		Energetics, Inc.	T-27-N, R-111-W Sec. 15: NW¼ Sublette County, Wyoming	-	-	100%		
WY-268-3	U.S.A. (W-51347)	HBP Federal #10-5	True Oil Company	T-27-N, R-111-W Sec. 5: NW¼ Sublette County, Wyoming	-	-	100%	16.8000	13.3140
								10.0800	8.0640

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EXHIBIT B
PAGE 1 OF 12

Lease Dated	Lease Recorded Book	Page	Lessor	Lessee	Lands Described	Acreage	Operating Interest	Net Revenue Interest	Well Name
					SUBLETTE COUNTY, WYOMING				
6/1/79	62	46	USA-W-67808	Houston G Williams	Insofar as and only insofar: Township 27 N, Range 111 W Section 7: SE¼	160	BPO 13.44% APO 13.44%	BPO 10.2313% APO 10.2312%	Federal #40-7
8/1/75	61	447	USA-W-51347	Ada Wood	Insofar as and only insofar: Township 27 N, Range 111 W Section 8: NW¼	160	BPO 11.76% APO 11.76%	BPO 9.408% APO 9.408%	Federal #10-8
7/1/79	59	7	USA-W-68117	Ole M. Hanson	Insofar as and only insofar: Township 27 N, Range 111 W Section 20: NW¼, NW¼SW¼, S½SW¼	320	BPO APO 7.8758%	BPO .98124% APO 6.34003%	Federal #10-20
9/1/77	64	278	USA-W-59776	Dorothy Langley	Insofar as and only insofar: Township 27 N, Range 111 W Section 20: NE¼SW¼		"	"	"
7/1/79	59	7	USA-W-68117	Ole M. Hanson	Insofar as and only insofar: Township 27 N, Range 111 W Section 20: SE¼	160	BPO 3.9379% APO 3.9379%	BPO 3.170009% APO 3.101096%	Federal #40-20
6/1/78	66	168	USA-W-63490	Superior Oil Co.	Insofar as and only insofar: Township 27 N, Range 111 W Section 32: NW¼	160	BPO 17.7850% APO 17.7850%	BPO 13.1609% APO 13.1609%	Federal #10-32
2/1/78	67	646	USA-W-62117	R. Ken Williams	Insofar as and only insofar: Township 27 N, Range 111 W Section 28: NW¼	160	BPO 24.0833% APO 24.0833%	BPO 17.821642% APO 17.821642%	Federal #10-28
2/1/78	67	646	USA-W-62117	R. Ken Williams	Insofar as and only insofar: Township 27 N, Range 111 W Section 28: N½SW¼, SE¼SW¼	160	BPO 24.0833% APO 24.0833%	BPO 17.821642% APO 17.821642%	Federal #30-28
9/1/79	67	653	USA-W-68454	Edward H. Judson	Insofar as and only insofar: Township 27 N, Range 111 W Section 28: SW¼SW¼		"	"	"

EXHIBIT B
Page 20 of 12

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Lease Dated	Lease Book	Recorded Page	Lessor	Lessee	Lands Described	Acreage	Operating Interest	Net Revenue Interest	Well Name
					SUBLETTE COUNTY, WYOMING				
7/1/79	59	7	USA-W-68117	Ole M. Hanson	Insofar as and only insofar: Township 27 N, Range 111 W Section 17: NW¼	160	BPO 16.8000% APO 16.8000%	BPO 13.524% APO 13.524%	Federal #10-17
8/1/75	61	447	USA-W-51347	Ada Wood	Insofar as and only insofar: Township 27 N, Range 111 W Section 6: SE¼	160	BPO 11.7600% APO 11.7600%	BPO 9.4080% APO 9.4080%	Federal #40-6
11/1/78	57	187	USA-W-62508	R. L. Billings	Insofar as and only insofar: Township 27 N, Range 111 W Section 29: SE¼NE¼, SE¼, W½NE¼	320	BPO 16.38% APO 16.38%	BPO 13.2699% APO 13.2699%	Federal #20-29
5/1/72	57	280	USA-W-34033	Robert W. David	Insofar as and only insofar: Township 27 N, Range 111 W Section 29: NE¼NE¼		"	"	"
7/1/78	57	195	USA-W-63821	James M. Turlington	Insofar as and only insofar: Township 27 N, Range 111 W Section 32: E½	320	BPO 16.8% APO 16.8%	BPO 13.524% APO 13.524%	Federal #40-32
8/1/75	61	447	USA-W-51347	Ada Wood	Insofar as and only insofar: Township 27 N, Range 111 W Section 7: NE¼	160	BPO 13.44% APO 13.44%	BPO 10.752% APO 10.752%	Federal #20-7
8/1/75	61	447	USA-W-51347	Ada Wood	Insofar as and only insofar: Township 27 N, Range 111 W Section 8: N½SW¼	160	BPO 11.76% APO 11.76%	BPO 9.4374% APO 9.4374%	Federal #30-8
7/1/79	59	7	USA-W-68117	Ole M. Hanson	Insofar as and only insofar: Township 27 N, Range 111 W Section 8: S½SW¼		"	"	"

EXHIBIT B
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Lease Dated	Lease Recorded Book	Page	Lessor	Lessee	Lands Described	Acreage	Operating Interest	Net Revenue Interest	Well Name
					SUBLETTE COUNTY, WYOMING				
8/1/75	61	447	USA-W-51347	Ada Wood	Insofar as and only insofar: Township 27 N, Range 111 W Section 5: NW¼	160	BPO 16.80% APO 10.08%	BPO 13.314% APO 8.064%	Federal #10-5
10/1/72	57	369	USA-W-36422	Jean D. True	Insofar as and only insofar: Township 27 N, Range 111 W Section 22: NW¼	160	BPO 16.4357% APO 13.734737%	BPO 13.8934% APO 11.878857%	Federal # 22
11/1/78	57	187	USA-W-62508	R. L. Billings	Insofar as and only insofar: Township 27 N, Range 111 W Section 29: W½	320	BPO 16.8% APO 16.8%	BPO 13.524% APO 13.524%	Federal #10-29
11/1/78	57	187	USA-W-62508	R. L. Billings	Insofar as and only insofar: Township 27 N, Range 111 W Section 29: SE¼, SE¼NE¼, W½NE¼	320	BPO 16.8% APO 13.5765%	BPO 16.38% APO 13.2699%	Federal #40-29
5/1/72	57	280	USA-W-34033	Robert W. David	Insofar as and only insofar: Township 27 N, Range 111 W Section 29: NE¼NE¼		"	"	"
7/1/79	59	7	USA-W-68117	Ole M. Hanson	Insofar as and only insofar: Township 27 N, Range 111 W Section 17: SW¼	160	BPO 16.8% APO 16.8%	BPO 13.524% APO 13.524%	Federal #30-17
7/1/72	64	633	USA-W-35399	John I. Weston	Insofar as and only insofar: Township 27 N, Range 111 W Section 15: NW¼	320	BPO 16.8% APO 13.44%	BPO 13.038% APO 10.752%	Federal #30-15
4/1/76	64	638	USA-W-54136	Sam V. Morse	Insofar as and only insofar: Township 27 N, Range 111 W Section 15: SW¼		"	"	"

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Lease Dated	Lease Book	Recorded Page	Lessor	Lessee	Lands Described	Acreage	Operating Interest	Net Revenue Interest	Well Name
					SUBLETTE COUNTY, WYOMING				
7/1/72	63	605	USA-W-35398	Helen M. Donaldson	Insofar as and only insofar: Township 27 N, Range 111 W Section 17: NE¼	160	BPO 10.08% APO 10.08%	BPO 8.0136% APO 8.0136%	Federal #20-17
5/1/78	65	556	USA-W-62791	Robert W. Myers	Insofar as and only insofar: Township 28 N, Range 111 W Section 31: Lots 3,4, E½SW¼	133.35	BPO APO 7.041900%	BPO .98120% APO 5.668729%	Federal #. 31

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EXHIBIT B
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Lease Dated	Lease Book	Lease Page	Lessor	Lessee	Lands Described	Acreage	Operating Interest	Net Revenue Interest	Well Name
					SWEETWATER COUNTY, WYOMING				
7/1/79	708	1493	USA-W-68116	Frederick E. Fitzhugh	Insofar as and only insofar: Township 26 N, Range 111 W Section 4: SW¼	160	BPO APO 7.8758%	BPO .98124% APO 6.34003%	Federal #30-4
1/1/72	739	634	USA-W-32472	Don J. Leeman	Insofar as and only insofar: Township 25 N, Range 111 W Section 14: S½	640	BPO 19.2375% APO 12.7428%	BPO 14.492675% APO 10.320696%	Federal #2
11/1/66	739	637	USA-W-2096	ABKO, Inc.	Insofar as and only insofar: Township 25 N, Range 111 W Section 14: NW¼		"	"	"
10/1/75	739	631	USA-W-52074	Kathryn E. Finley	Insofar as and only insofar: Township 25 N, Range 111 W Section 14: NE¼		"	"	"
10/1/66	735	466	USA-W-1316	Estelle Wolf	Insofar as and only insofar: Township 25 N, Range 111 W Section 27: SW¼NE¼, SW¼	480	BPO 22.50788% APO 15.582375%	BPO 17.387814% APO 12.563049%	LMU II #2
10/1/66	735	472	USA-W-1317	Estelle Wolf	Insofar as and only insofar: Township 25 N, Range 111 W Section 27: NE¼NW¼, S½NW¼, N½SE¼, SW¼SE¼ Section 28: NE¼SE¼		"	"	"
11/1/71	662	288	USA-W-31553	Lois Ann Cummings	Insofar as and only insofar: Township 25 N, Range 111 W Section 34: ALL	640	BPO 15.57500% APO 10.383334%	BPO 12.343188% APO 8.566250%	Lincoln Road #8

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EXHIBIT B
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Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Book	Recorded Page	Lessor	Lessee	Description
*Federal 30-10, Federal 30-12, Federal 20-16, Federal 30-16, Federal 20-21, Federal 30-21, Federal 20-22, Federal 30-22, Federal 20-23, Federal 30-23, Federal 20-26, Federal 20-27, Federal 20-28, Federal 30-28, Federal 30-11	13.989907%	11.154485%	10/1/66	735	466	USA-W-1316	Estelle Wolf	T25N, R111W Section 27: NE1/4, SW1/4 Section 28: S1/2NE1/4, SW1/4 Sweetwater County, WY
			10/1/66	735	472	USA-W-1317	Estelle Wolf	T25N, R111W Section 27: NW1/4, SE1/4 Section 28: S1/2NW1/4, SE1/4 Sweetwater County, WY

* All of these wells are in the Frontier Formation Participating Area "B" in the Little Monument Unit II in Sweetwater County, Wyoming, which include these cited leases and lands, and the interests shown reflect the interests attributed to each well cited.

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EXHIBIT B
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Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Book	Recorded Page	Lessor	Lessee	Description
			11/1/66	739	637	USA-W-2096	ABKO, Inc.	T25N, R111W Section 10: E1/2E1/2 Section 11: W1/2NW1/4, SE1/4NW1/4, SW1/4 Sweetwater County, WY
			12/1/66	751	1943	USA-W-2686	Joyce Wolf	T25N, R111W Section 26: S1/2NE1/4, NW1/4 Sweetwater County, WY
			4/1/67	742	1759	USA-W-4965	Thomas A. Chorney	T25N, R111W Section 11: NE1/4NW1/4 Section 23: SE1/4 Sweetwater County, WY

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Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Book	Recorded Page	Lessor	Lessee	Description
			5/1/67	751	1937	USA-W-5582	Estelle Wolf	T25N, R111W Section 10: E1/2NW1/4, W1/2SW1/4, W1/2SE1/4 Sweetwater County, WY
			7/1/67	751	1940	USA-W-6738	Estelle Wolf	T25N, R111W Section 12: All Sweetwater County, WY
			7/1/67	739	1606	USA-W-6739	James F. LaCoy	T25N, R111W Section 21: E1/2NE1/4, NW1/4, W1/2SW1/4, SE1/4 Sweetwater County, WY
			7/1/67	739	1606	USA-W-6739A	James F. LaCoy	T25N, R111W Section 22: E1/2NW1/4, NE1/4, W1/2SE1/4, SW1/4 Sweetwater County, WY

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EXHIBIT B
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Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Book	Recorded Page	Lessor	Lessee	Description
			8/1/67	751	1952	USA-W-7310A	S. A. Chorney	T25N, R111W Section 15: W1/2NE1/4, W1/2NW1/4 Sweetwater County, WY
			1/1/72	739	634	USA-W-32472	Don J. Leeman	T25N, R111W Section 23: N1/2, SW1/4 Sweetwater County, WY
			10/1/72	742	341	USA-W-36420	U. V.Industries, Inc.	T25N, R111W Section 26: S1/2 Sweetwater County, WY
			9/1/75	734	1609	USA-W-51666	Sherrie R. Strange	T25N, R111W Section 21: W1/2NE1/4, E1/2SW1/4 Section 22: W1/2NW1/4, E1/2SE1/4 Sweetwater County, WY

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EXHIBIT B
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Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Book	Recorded Page	Lessor	Lessee	Description
			10/1/75	751	1950	USA-W-52072	Dorothy G. Hamilton	T25N, R111W Section 13: N1/2 Sweetwater County, WY
			10/1/75	739	631	USA-W-52074A	Kathryn E. Finley	T25N, R111W Section 11: E1/2SE1/4 Sweetwater County, WY
			10/1/75	751	1948	USA-W-52075	Hamilton Brothers Oil Company	T25N, R111W Section 15: SW1/4, E1/2SE1/4 Sweetwater County, WY
			12/1/75	751	1946	USA-W-52795	Roger D. Dahlin	T25N, R111W Section 13: SW1/4SW1/4 Sweetwater County, WY
			11/1/77	751	1935	USA-W-61043	Mona L. Enfield	T25N, R111W Section 26: N1/2NE1/4 Sweetwater County, WY
			11/2/67	751	1955	ST WY-67-10888	Esther Chorney	T25N, R111W Section 16: All Sweetwater County, WY

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EXHIBIT B

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Book	Recorded Page	Lessor	Lessee	Description
Federal 20-13	7.458231%	6.023114%	7/1/67	751	1940	USA-W-6738	Estate Wolf	T25N, R111W Section 12: S1/2SE1/4 Sweetwater County, WY
			10/1/75	751	1950	USA-W-52072	Dorothy G. Hamilton	T25N, R111W Section 13: NE1/4, E1/2NW1/4 Sweetwater County, WY

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EXHIBIT C

[Conformed copy of Conveyance]

[redacted] [redacted] Conformed [redacted]

EXHIBIT C

CONVEYANCE

This Conveyance from Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Continental Bank"), to the Federal Deposit Insurance Corporation (the "FDIC").

W I T N E S S E T H:

1. Continental Bank, for good and sufficient consideration, and subject to the terms and provisions hereof, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver unto the FDIC all right and claim of Continental Bank in, to and in respect of those loans described in Exhibit I hereto and all rights, collateral and other assets relating thereto including, without limitation, (i) all accrued interest, claims in litigation, claims for amounts written off on the general books of Continental Bank, claims for breach of covenant and counterclaims by Continental Bank, to claims made against Continental Bank in respect of such loans, (ii) all the collateral and security interests relating to such loans, and (iii) all claims against guarantors of and obligors and co-obligors on, and other persons or parties in any way obligated in respect of, such loans, together with all agreements, promissory notes and documentation relating thereto in the possession of Continental Bank (collectively "Transferred Loans"), to have and to hold the Transferred Loans unto the FDIC, its successors and assigns, forever.

2. This Conveyance is made without any covenant or representation of title or warranty of title of any kind, express or implied, and without recourse against Continental Bank in the event of any failure of title to the Transferred Loans or any part thereof (except as specifically provided in Section 2.5 of the Implementation Agreement, dated as of August 23, 1984, among Continental Bank, the FDIC and the other parties thereto and except for warranty against prior conveyance, pledge of or granting of a security interest (other than the security interest of the Federal Reserve Bank of Chicago pursuant to a Security Agreement dated June 11, 1984) in any Transferred Loan or any part thereof by Continental Bank), but is made with full substitution and subrogation of the FDIC in and to all covenants and warranties by others heretofore given or made with respect to the Transferred Loans, respectively, or any part thereof. Settlement for breach of warranty shall be by substitution of other loans as to which there is no breach.

3. Notwithstanding Section 2, Continental Bank represents and warrants that the transfer of each Transferred Loan effected hereby is a valid transfer and that no consent, waiver or approval to the transfer effected hereby is required under the terms of any Transferred Loan transferred hereby, except such as have been obtained.

4. With respect to any portion of any Transferred Loan which consists of collateral or security interests relating to loans described in Exhibit I hereto not delivered to the FDIC contemporaneously with the execution and delivery of this Conveyance, which collateral is in the possession of Continental Bank or which security interest is perfected by possession, Continental Bank hereby agrees and acknowledges that it possesses such collateral and security interests exclusively and solely as agent of the FDIC until such time as delivery of such collateral and security interests to the FDIC is made.

5. Continental Bank hereby constitutes and appoints the FDIC, its successors and assigns, the true and lawful attorney and attorneys of Continental Bank with full power of substitution, in the name and stead of Continental Bank but on behalf and for the benefit of the FDIC, its successors and assigns, to demand and receive any and all of the Transferred Loans, or any part of any Transferred Loan, transferred to the FDIC, its successors and assigns, whether by this Conveyance or otherwise, and to give receipts and releases in respect of any such Transferred Loan or any part thereof, to endorse any claim or right of any kind in respect of any such Transferred Loan or any part thereof, to execute further conveyances in respect of any such Transferred Loan or any part thereof, and to do all acts and things in rela-

tion to such Transferred Loans which the FDIC, its successors or assigns may deem desirable, Continental Bank hereby declaring that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by Continental Bank or its successors and assigns or by its dissolution or in any other manner or for any reason whatsoever.

6. Continental Bank expressly agrees and acknowledges that the transfer effected hereby is a transfer to the FDIC, its successors and assigns, of all the benefits and proceeds of, and all rights and interests in, the Transferred Loans, and such transfer is not in any way subject to the assumption by the FDIC of any of the liabilities, obligations or responsibilities relating to the Transferred Loans or any part thereof, except where the transfer would result in the obligation of the FDIC to pay the reasonable and necessary expenses of collection of such Transferred Loans and reasonable and necessary expenses with respect to collateral, assets, security interests and guarantees relating to such Transferred Loans. Specifically, Continental Bank expressly agrees and acknowledges that, as provided in Section 2.3 of the Implementation Agreement, the FDIC will not, except as it may specifically agree or as provided in the next paragraph, be responsible for further advances with respect to the Transferred Loans. Continental Bank agrees to indemnify

and defend the FDIC and to hold it harmless against any loss or liability incurred by the FDIC due to any claim that the FDIC assumed any liabilities, obligations or responsibil - ties relating to the Transferred Loans or any part thereof not expressly assumed hereby.

The FDIC hereby assumes the obligation of Continental Bank to make any advances Continental Bank is required to make (whether as the result of a drawing under a letter of credit or loan commitment or otherwise) after the date hereof pursuant to any obligation to make such advance which was legal, valid and binding upon Continental Bank on May 31, 1984 (but not including advances made pursuant to roll-overs, extensions, renewals and the like allowed after May 31, 1984, unless Continental Bank had a legal, valid and binding obligation to effect any such roll-over, extension, renewal or the like on May 31, 1984), and which advance, if made immediately prior to this Conveyance, would have been secured by collateral or security interests transferred to the FDIC hereby or pursuant hereto. In respect of any such advance made by the FDIC, (i) Continental Bank will, upon request, pay to the FDIC an amount equal to the amount of such advance, and (ii) such payment by Continental Bank shall be applied as a cash payment in reduction of the Continental Bank Note as provided in Section 2.2 of the Implementation Agreement. If, as a result of the FDIC having made such advance(s), it is claimed that the FDIC

incurred any loss or liability for (i) further advances to the same borrower or (ii) other liabilities, obligations or responsibilities relating to or arising from the making of such advance(s) not expressly assumed by the FDIC hereby, Continental Bank hereby agrees to defend, indemnify and hold harmless the FDIC against such loss or liability. The FDIC does not hereby assume any obligation to fund any advance as provided herein unless such advance, if made by Continental Bank, would be eligible for sale to the FDIC without the consent of the FDIC as a Transferred Loan pursuant to Section 2.2 of the Implementation Agreement at the time the advance is to be made. The obligation created by any advance by the FDIC hereunder shall, after the making thereof, be deemed to be a Transferred Loan for all purposes of the Implementation Agreement.

7. Continental Bank expressly agrees and acknowledges that in any case in which any collateral, assets, security interests, guarantees or obligations of any person or persons relating to a Transferred Loan also relate to a loan or obligation of Continental Bank that is not transferred hereby to the FDIC, the transfer effected hereby is a transfer to the FDIC of any and all such collateral, assets, security interests, guarantees or obligations of any person or persons, and Continental Bank shall not retain any interest in any such collateral, assets, security interests, guarantees or obligations of any person or persons.

8. Continental Bank agrees promptly to use its best efforts to execute and deliver or record and file all such other additional instruments, notices and other documents and to do all such other and further acts and things as may be reasonably necessary or as may be reasonably requested by the FDIC to more fully and effectively grant, convey and assign to the FDIC the Transferred Loans hereby.

9. This Conveyance and the rights and obligations hereunder shall be governed by and construed in accordance with the Federal law of the United States (including statutes, case law, regulations, rulings, or interpretations of the United States or any agency thereof) and the law of the State of Illinois to the extent that state law is not inconsistent with Federal law.

IN WITNESS WHEREOF, Continental Bank has executed this Conveyance this 26th day of September, 1984.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: Richard S. Brennan
Title Executive Vice President

Attest:

Kevin J. Hallagan
Title Senior Vice President, Associate General Counsel and Assistant Secretary of The Board of Directors

FEDERAL DEPOSIT INSURANCE CORPORATION

By: Paul G. Fritts
Title Regional Director

767 Released BK. 14 Rel @ Pg. 171

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GORDON R. JOHNSTON and CHERYL JOHNSTON, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Nine Thousand and N0/100 ($9,000.00) Dollars, due 5/1/89 with interest from 5/1/84 at the rate of sixteen (16%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 60 equal monthly payments of $218.87 which include interest at the rate of 16% per annum; first said payment due 6/1/84 and payable on the 1st day of each month thereafter until paid in full; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

All property described in Exhibit "A" attached hereto and incorporated herein as if set forth in full.

This mortgage deed is executed to correct that certain mortgage deed executed on 5/1/84 and recorded on 5/4/84 at Book 41 of Mortgages, page 619 in the office of the Sublette County Clerk, and secures the identical sum recited therein and no additional sum. Said sum being evidenced by a Promissory Note executed by Gordon R. Johnston in his sole name. This mortgage deed is secondary and junior to that certain mortgage executed on 5/31/78 and recorded at Book 30 of Mortgages, page 477, in the office of the Sublette County Clerk.

204428

RECORDED December 7, 19 84 10:00 A. M
IN BOOK 42 Mtg PAGE 767
FEES $ 8.00 Laura 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 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 1 day of May A. D. 1984

In the presence of

GORDON R. JOHNSTON

CHERYL JOHNSTON

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Gordon R. Johnston and Cheryl Johnston,

this 1 day of May, 19 84.

Witness my hand and official seal.

Jim W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/25/87

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, $ ...

EXHIBIT "A"

A tract of land described as follows:
Beginning at a point on the north line of Section 2, which point lies east 422 feet from the NW corner of Section 2;
Thence south, at right angles to the last described course, a distance of 327 feet to a point;
Thence east, at right angles to the last described course, a distance of 86 feet to a point;
Thence south, at right angles to the last described course, a distance of 198 feet to a point;
Thence east, at right angles to the last described course, a distance of 392 feet to a point;
Thence north, at right angles to the last described course, a distance of 525 feet to a point on the north line of said Section 2;
Thence west, at right angles to the last described course, and along the north line of said Section 2, a distance of 120 feet to a point;
Thence south, at right angles to the last described course, a distance of 225 feet to a point;
Thence west, at right angles to the last described course, a distance of 150 feet to a point;
Thence north, at right angles to the last described course, a distance of 225 feet to a point on the north line of said Section 2;
Thence west, at right angles to the last described course and along the north line of said Section 2, a distance of 208 feet, more or less, to the point of beginning;
Being a portion of Lot 4, Section 2, Township 33 North, Range 111 West of the 6th Principal Meridian, Wyoming.
Together with all improvements and appurtenances thereunto appertaining.
EXCEPTING THEREFROM a tract of land described as follows:
Beginning at a point on the north line of Section 2, which point lies east 422 feet from the NW corner of Section 2;
Thence South, at right angles to the last described course, a distance of 327 feet to a point;
Thence East at right angles to the last described course, a distance of 86 feet to a point;
Thence South, at right angles to the last described course, a distance of 198 feet to a point, being the point of beginning of this traverse;
Thence East, at right angles to the last described course, 100 feet;
Thence North, at right angles to the last described course, 100 feet;
Thence West, at right angles to the last described course, 100 feet;
Thence South, at right angles to the last described course, 100 feet to the point of beginning;
Being a tract of land 100 feet square and being a portion of Lot 4, Section 2, T. 33 N., R. 111 W. of the 6th P. M., Wyoming.
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use.

FOR BANK USE ONLY	Account Number	Loan Number	Date of Note	Due Date	Principal Amount
	•	82918	11/23/84	Per Terms & Renewals Thereof	$50,088.63

MORTGAGE

Borrower: Alice McGinnis Schaffer
Box 367
LaBarge, WY 83123

Bank: Wyoming National Bank of Kemmerer
716 Pine Avenue
Kemmerer, WY 83101

Borrower is the owner of the following-described real property located in Sublette County, Wyoming (the Real Property):

Section 23: NW¼SW¼. Township 28 North, Range 112 West of the 6th P.M., Sublette County, Wyoming.

204440

RECORDED December 10 1984 10:00 AM
IN BOOK 42 Misc PAGE 770
FEES 12.00 Sandra J. Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McGuire

Bank has agreed to lend to Borrower, or Borrower has agreed to offer the Property in support of an obligation, in the principal amount of $ 50,088.63 on certain terms and conditions. The indebtedness will be evidenced by a promissory note or notes which, with any notes given in renewal of or substitution for the notes originally issued, are called "the Notes." The Notes will mature not later than per terms and renewals thereof.

In addition to the Notes, Borrower may, from time to time, become indebted to the Bank by reason of loans, guarantees, or otherwise. The Notes, plus all other amounts owed the Bank by the Borrower are secured by this Mortgage and called the "Indebtedness."

The "Related Documents" shall mean that certain (check which applies)

- ☐ loan agreement dated _____,
- ☐ security agreement(s) dated _____,
- ☐ guaranty dated _____,
- ☒ other: (specify) Note dated 11/23/84;

which are executed in connection with this Mortgage.

To secure payment of the Indebtedness with interest thereon in strict accordance with the terms of the Notes, or any other agreements evidencing part of the Indebtedness, and to secure performance by Borrower of the covenants contained in this Mortgage and Related Documents, Borrower mortgages and conveys to Bank the Real Property with all appurtenances, all existing or future improvements, all rights relating to the Real Property (including minerals, oil, gas, water, and the like), all ditch rights (including stock in entities with ditch or irrigation rights), and all equipment, furnishings and fixtures owned by Borrower now or hereafter located on or used in connection with the Real Property, all of which is called the "Mortgaged Property," and presently assigns to Bank all rents, revenues, income, issues and profits from the Mortgaged Property, whether now or hereafter due, on the following terms and conditions:

1. **Payment and Performance.** Borrower will pay to Bank promptly when due all amounts payment of which is secured by this Mortgage and will strictly perform all obligations imposed upon Borrower by this Mortgage.
2. **Late Charge.** If the Mortgaged Property does not consist of a single-family, owner-occupied dwelling located in Oregon, then the late charge will be calculated at the rate of*N/A percent per annum on the delinquent installment. An installment will be delinquent if not paid within 10 days of the due date. *Interest continues to accrue at the rate disclosed.
   If the Mortgaged Property consists of a single-family, owner-occupied dwelling, then the following rule shall apply with respect to late charges. A late charge may be charged on any payment that is more than N/A days late (excluding Saturday, Sunday, and legal holidays that fall on the N/A day). The late charge will be in the amount of N/A percent of the sum of principal and interest of the delinquent installment payment then due.
3. **Possession.** Until in default, Borrower may remain in possession and control of and operate and manage the Mortgaged Property and collect the rents, revenues, income, issues and profits.
4. **Warranties of Borrower.**
   4.1 **Title:** Borrower warrants that Borrower holds merchantable title to the Mortgaged Property in fee simple, free of all encumbrances other than (a) those enumerated in the title policy, if any, issued for the benefit of the Bank in connection with this transaction and accepted by the Bank; and (b) the encumbrances described as: NONE _____. (These are referred to, in this Mortgage, as "Permitted Encumbrances").
   4.2 **Defense of Title.** Borrower warrants and will forever defend the title against the lawful claims, other than Permitted Encumbrances, of all persons. In the event any action or proceeding is commenced that questions Borrower's title or the interest of the Bank under this Mortgage, Borrower shall defend the action at Borrower's expense.
   4.3 **Liens.** If any Permitted Encumbrance is a lien, Borrower shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice, or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.
   4.4 **Compliance with Laws.** Borrower warrants that its use of the Mortgage Property complies with all existing applicable laws, ordinances and regulations of governmental authorities.
5. **Casualty Insurance.**
   5.1 **Maintenance of Casualty Insurance.** Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsements on (check which applies)
   - ☐ a replacement cost
   - ☒ an actual cash value

   basis covering all improvements on the Mortgaged Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Bank. Policies shall be written by insurance companies reasonably acceptable to Bank. Borrower shall deliver to Bank certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days written notice to Bank.
   5.2 **Borrower's Report on Insurance.** If the Mortgaged Property is not a single-family residence or vacant land, the Borrower shall within 60 days after the close of its fiscal year, furnish to Bank a report on each existing policy of insurance showing:
   (a) the name of the insurer;
   (b) the risks insured;
   (c) the amount of the policy;
   (d) the property insured, the then current (check which applies) ☒ cash value of the property, and the manner of determining that value; ☐ replacement cost of the property, and the manner of determining that cost; and
   (e) the expiration date of the policy.

   Borrower shall upon request have an independent appraiser satisfactory to Bank determine the (check which applies) ☒ cash value ☐ replacement cost of the Mortgaged Property, at Borrower's expense.

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5.3 **Application of Proceeds.** Borrower shall promptly notify Bank of any loss or damage to the Mortgaged Property. Bank may make proof of loss if Borrower fails to do so within 15 days of the casualty. All proceeds of any insurance on the Mortgaged Property shall be held by Bank as part of the Mortgaged Property. If Borrower elects to repair or replace the damaged or destroyed improvements in a manner satisfactory to Bank, Bank shall, upon satisfactory proof of expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Borrower elects not to restore the Mortgaged Property, Bank shall retain a sufficient amount of the proceeds to pay all amounts due under this Mortgage, and shall pay the balance to Borrower. Any proceeds which have not been paid out within 180 days after their receipt and which Borrower has not committed to the repair or restoration of the Mortgaged Property shall be used to pre-pay first accrued interest and then principal of Borrower's Indebtedness. If there is a Permitted Encumbrance that is a lien, and it contains provisions on application of insurance proceeds, then those provisions shall apply to the extent inconsistent with provisions of this paragraph. However, in such event (a) Borrower shall take no act pursuant to the provisions of the Permitted Encumbrance (other than making proof of loss) without Bank's prior consent, and (b) Bank may, directly or on Borrower's behalf, take any action Bank deems appropriate to protect Bank's interest or the Mortgaged Property.

5.4 **Insurance Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of insurance premiums, which reserves shall be created by monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a non-interest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

6. **Maintenance and Alterations.**

6.1 **Duty to Maintain.** Borrower shall maintain the Mortgaged Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.

6.2 **Waste; Nuisance.** Borrower shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on the Mortgaged Property.

6.3 **Removal of Improvements.** Borrower shall not demolish or remove any improvements from the Mortgaged Property without the prior written consent of Bank, which will not be withheld if Borrower makes arrangements satisfactory to Bank to replace any improvement which Borrower proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and parking facilities.

6.4 **Bank's Right to Enter and Inspect.** Bank and its agents and representatives may enter upon the Mortgaged Property at all reasonable times to attend to Bank's interest and to inspect the Mortgaged Property.

6.5 **Compliance with Governmental Requirements.** Borrower shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Mortgaged Property. Borrower may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Bank's interest in the Mortgaged Property is not jeopardized.

7. **Taxes and Assessments; Liens and Claims.**

7.1 **Payment.** Borrower shall pay when due all taxes and assessments against the Mortgaged Property and all claims and demands arising from Borrower's use or occupancy of the Mortgaged Property.

7.2 **Protection of the Mortgaged Property.** Borrower shall not permit any lien prior or equal to the lien of this Mortgage to be imposed upon the Mortgaged Property, other than the Permitted Encumbrances defined above in this Mortgage.

7.3 **Borrower's Right to Contest.** Borrower may withhold payment of any taxes, assessments, claims or demands or may elect to contest any lien if Borrower is in good faith conducting appropriate proceedings to contest the obligation to pay and so long as Bank's interest in the Mortgaged Property is not jeopardized. If the Mortgaged Property is subjected to a lien which is not discharged within 15 days, Borrower shall deposit with Bank cash, a sufficient corporate surety bond or other security satisfactory to Bank in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale. In any contest Borrower shall defend itself and Bank and shall satisfy any final adverse judgment before enforcement against the Mortgaged Property. Borrower shall name Bank as an additional obligee under any surety bond furnished in the contest proceedings.

7.4 **Evidence of Payment of Taxes or Assessments.** Borrower shall upon demand furnish to Bank evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Bank at any time a written statement of the taxes and assessments against the Mortgaged Property.

7.5 **Tax Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a noninterest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the taxes and assessments required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower.

7.6 **Notice to Bank.** Borrower shall notify Bank at least 15 days before the commencement of any work, the furnishing of any services or the supplying of any materials to the Mortgaged Property the cost of which is to exceed $5,000, and the nature of which is such that a mechanic's lien might be asserted on account of the work, services or materials. Borrower will on request furnish to Bank advance assurances satisfactory to Bank that it can and will pay the cost of such improvements.

8. **Imposition of Tax by State.**

8.1 **State Taxes Covered.** This section shall apply to the following state taxes:

(a) A specific tax on mortgages or any part of the Indebtedness.
(b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments on the mortgage.
(c) A tax on mortgaged property chargeable against the mortgagee or holder of the note secured by the Mortgage.
(d) A specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by mortgagors.

8.2 **Effect of Taxes.** If any state tax to which this section applies is enacted after the date of this Mortgage, this shall constitute an event of default unless the following conditions are met:

(a) Borrower may lawfully pay the tax or charge imposed by the state tax, and
(b) Borrower pays or offers to pay the tax or charge within 30 days after notice from Bank that the tax law has been enacted.

9. **Transfer of the Property; Assumption.** If all or any part of the Mortgaged Property or an interest therein is sold or transferred by Borrower without Bank'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, but including (without limitations) land sale contracts, this Mortgage shall be in default, and Bank may, at Bank's option, declare the Indebtedness immediately due and payable. Bank shall have waived such option to accelerate if, prior to the sale or transfer, Bank and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Bank and that the interest payable on the Indebtedness shall be at such rate as Bank shall request. Unless specifically agreed by Bank in writing, consent to a transfer shall not release Borrower from any obligations to Bank. If this provision is held unenforceable in whole or in part for any reason, Bank nonetheless shall have the right to impose all such conditions on transfer of the Mortgaged Property (as defined in this paragraph) as may be permitted under applicable law, including without limitation the right to increase the interest rate on the Indebtedness to the rate then charged by the Bank on mortgage loans.

Consent by Bank to one transfer shall not constitute consent to other transfers or a waiver of this section.

10. **Events of Default.** The following shall constitute events of default:

(a) Failure of Borrower to make any payment required under this Mortgage when due.
(b) Failure of Borrower to perform any other obligation contained in this Mortgage or Related Documents within 15 days

cure shall be required if during the same calendar year Bank has already sent a notice to Borrower concerning default in performance of the same obligation.

(c) Dissolution, insolvency, business failure or discontinuance of Borrower as a going business (except for labor disputes); appointment of a receiver of any of the property of, assignment for the benefit of creditors by or commencement of any proceedings under any bankruptcy or insolvency laws by Borrower; failure of Borrower to obtain dismissal or deny the contents of any petition filed against Borrower under any bankruptcy or insolvency laws within the time required to answer.

11. **Bank's Rights upon Default.**

11.1 **Remedies.** On default and thereafter Bank may exercise any one or more of the following rights and remedies in addition to any other remedy which may be available at law, in equity or otherwise:

(a) Bank may declare the entire amount owed by Borrower, including any prepayment penalty which Borrower would be required to pay, immediately due and payable.

(b) Bank may have a receiver appointed as a matter of right or may exercise all rights of a receiver as a bank-in-possession.

(c) Bank may, either through a receiver or as a bank-in-possession, take possession of all or any part of the Mortgaged Property, which shall be peaceably surrendered by Borrower.

(d) Bank may revoke Borrower's right to collect the rents and revenues from the Mortgaged Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Bank may notify Borrower's tenants to pay rents directly to Bank. Bank shall not be deemed a bank-in-possession solely by reason of exercise of the rights contained in this subparagraph.

(e) Bank may obtain a decree foreclosing Borrower's interest in all or any part of the Mortgaged Property.

(f) If permitted by applicable law, Bank may foreclose Borrower's interest in all or any part of the Mortgaged Property by nonjudicial sale.

(g) If permitted by applicable law, Bank may obtain a judgment for any deficiency remaining in the Indebtedness due to Bank after application of all amounts received from the exercise of the rights provided in this section.

(h) With respect to any part of the Mortgaged Property that is personal property, Bank may exercise the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Property is located.

11.2 **Receiver.** Bank shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Mortgaged Property exceeds the amount of the Indebtedness, and any receiver appointed may serve without bond. Employment by Bank shall not disqualify a person from serving as receiver.

11.3 **Rights of Receiver or Bank-in-Possession.** Upon taking possession of all or any part of the Mortgaged Property the receiver or Bank may:

(a) Use, operate, manage, control and conduct business on the Mortgaged Property and make expenditures for all maintenance and improvements as in its judgment are proper;

(b) Collect all rents, revenues, income, issues and profits from the Mortgaged Property and apply such sums to the expenses of use, operation, and management;

(c) At Bank's option, complete any construction in progress on the Mortgaged Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Bank deems appropriate.

If the revenues produced by the Mortgaged Property are insufficient to pay expenses, the receiver may borrow, from Bank or otherwise, or Bank may borrow or advance such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Mortgage. The amounts borrowed or advanced shall bear interest at the highest rate then being charged on any of the Indebtedness from the date of expenditure until repaid and shall be payable by Borrower to Bank on demand.

11.4 **Manner of Nonjudicial Sale.** In exercising the remedies provided in paragraphs 10.1(f) and (h), Bank may sell all or any part of the Mortgaged Property as a whole or in parcels. Bank may bid at any public sale on all or any portion of the Mortgaged Property. Bank shall give Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Mortgaged Property is to be made, and notice given at least 10 days prior to the time of the sale or other disposition shall be conclusively presumed to be reasonable. A public sale conducted in the following fashion shall be conclusively presumed to be reasonable:

(a) Notice is given at least 10 days prior to the date of sale by publication once in a newspaper of general circulation published in the county in which the sale is to be held;

(b) The sale is held in a county in which the Mortgaged Property or any part is located or in a county in which Borrower has a place of business;

(c) Payment is required to be in cash or by certified check immediately following the close of the sale, except that if Bank bids it need not actually make payment;

(d) The sale is by auction, but it need not be by a professional auctioneer;

(e) The Mortgaged Property is sold as is and without any preparation for sale by Bank.

11.5 **Election of Remedies.** Election by Bank to pursue one remedy shall not exclude resort to any other remedy, and all remedies of Bank under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligatin under paragraph 12.7 shall neither prejudice Bank's right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided in this section.

11.6 **Application of Proceeds from Mortgaged Property.** All proceeds realized from the exercise of Bank's rights and remedies shall be applied as follows:

(a) To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses of any receiver or bank-in-possession, and the costs and expenses provided for in paragraph 12.3;

(b) To pay all amounts owed by Borrower payment of which is secured by this Mortgage;

(c) The overplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by a judicial proceeding, otherwise to the person or persons legally entitled thereto.

12. **Miscellaneous.**

12.1 **Notices.** Any notice under this Mortgage shall be in writing. Any notice to be given or document to be delivered under this Mortgage shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address specified in this Mortgage. Either party may by notice to the other designate a different address.

12.2 **Annual Reports.** If the Mortgaged Property is not a single family residence, Borrower shall within 60 days following the close of each fiscal year of Borrower, furnish to Bank a statement of net operating income received from the Mortgaged Property during Borrower's previous fiscal year in such detail as Bank shall require. "Net operating income" shall mean all cash receipts from the Mortgaged Property less all cash expenditures made in connection with the operation of the Mortgaged Property.

12.3 **Expenses.** In the event that Bank shall take any action, judicial or otherwise, to enforce the Notes, other portions of the Indebtedness, or any provision of this Mortgage, or if Bank shall be required to appear in any proceeding to protect and maintain the priority of this Mortgage, Bank shall be entitled to recover from Borrower all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors reports, costs of appraisals, and attorneys' fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action. Borrower shall reimburse Bank for expenses so incurred on demand with interest thereon at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid.

12.4 **Waiver.** A waiver by Bank of a breach of any provision of this Mortgage shall not constitute a waiver of that provision or of any succeeding breach of, or prejudice Bank's right otherwise to demand strict compliance with, the same or any other provision.

12.5 **Mortgage Binding upon Successors and Assigns.** Subject to section 9, this Mortgage shall be binding on and inure to the benefit of the successors and assigns of both Borrower and Bank. If ownership of the Mortgaged Property becomes vested in a person other than Borrower, Bank, without notice to Borrower, may deal with Borrower's successor with reference to this Mortgage and the Indebtedness by way of forebearance or extension without releasing Borrower from the obligations of this Mortgage or liability under the Indebtedness.

12.6 **Time of Essence.** Time is of the essence of this Mortgage.

12.7 **Bank's Right to Perform Obligations of Borrower.** If Borrower fails to perform any obligation required of it under this Mortgage, Bank without notice may take any steps necessary to remedy such failure. Borrower shall reimburse Bank for all amounts expended in so doing on demand with interest at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid. Such action by Bank shall not constitute a waiver of the default or of any other right or remedy which Bank may have on account of Borrower's default.

12.8 **Security Agreement; Financing Statements.** This instrument shall constitute a security agreement under the Uniform Commercial Code with respect to any personal property included in the Mortgaged Property and the rents, revenues, income, issues and profits therefrom (the Collateral). Borrower shall promptly execute the necessary financing statements in the form required by the Uniform Commercial Code in effect in the state in which the Collateral is located and shall file the statements at Borrower's expense in all public offices where filing is required to perfect the security interest of Bank in the Collateral. Bank may, at any time and at its option without further authorization from Borrower, file copies of this instrument as financing statements. Upon default Borrower shall, within three days after receipt of written demand from Bank, assemble the Collateral and make it available to Bank at a place designated by Bank.

12.9 **Release on Full Performance.** If Borrower pays the full Indebtedness when due and performs all obligations under this Mortgage, Bank shall, if requested, execute and deliver to Borrower a suitable satisfaction of this Mortgage.

12.10 **Applicable Law.** This Mortgage has been executed and delivered to Bank and all payments are to be made to Bank. The law of the State in which Bank is located shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Mortgaged Property is located, determining the rights and remedies of Bank on default. The law of the state where the Mortgaged Property is located shall control whether the property may be sold without judicial foreclosure.

12.11 **Waiver of Homestead.** Borrower waives any rights under homestead or similar laws that may affect the Property, and Borrower agrees that the lien of this Mortgage is superior to any homestead exemption or similar right Borrower may have

12.12 **Multiple Parties.** If there is more than one borrower the obligations imposed upon Borrower under this Mortgage shall be joint and several.

Alice McGinnis Schaffer
Alice McGinnis Schaffer Borrower _____ Borrower

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss
County of LINCOLN)

On this day personally appeared before me Alice McGinnis Schaffer

to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that She signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 23rd day of November, 1984.

BY [signature] Residing at Kemmerer, Wyoming
Notary Public in and for the State of: WYOMING My commission expires 8-2-85

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)ss
County of _____)

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

to me known to be the _____ and _____,

to me known to be the _____,

authorized agent(s) for the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, duly authorized by the corporation through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that ____ he ____ was/were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

BY _____ Residing at _____
Notary Public in and for the State of: _____ My commission expires _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)ss
County of _____)

THIS CERTIFIES that on this _____ day of _____, 19 ____, personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named _____,

known to me to be the person _____ named in and who executed the foregoing instrument and who _____ known to me to be ____ member ____ of the partnership of _____,

acknowledge to me that ____ he ____ executed the instrument freely and voluntarily, by authority of the partnership, for the purposes and use herein mentioned, on behalf of the partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Before me:

BY _____ Residing at _____
Notary Public in and for the State of: _____ My commission expires _____

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[redacted] [redacted] [redacted]

204442

AFTER RECORDING, PLEASE RETURN TO:

Ms. Maggie Sloan
Prudential Capital Group Co.
P. O. Box 15708
Salt Lake City, Utah 84115

RECORDED December 10 1984 10:04 AM
IN BOOK 42 Misc PAGE 774
FEES $18.25 Lois J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Stone

MORTGAGE

[Wyoming]

THIS MORTGAGE is executed this 10th day of DECEMBER, 1984 by MARBLETON INN, a Wyoming General Partnership, William Robert Tanner, partner, Frank S. Fear, partner, Helen Tanner and William Robert Tanner, whose address is P. O. Box 677, Big Piney, Wyoming 83113 (hereinafter "Mortgagor") in favor of PRUDENTIAL CAPITAL GROUP CO. a Utah corporation whose address is 155 East 3300 South, Salt Lake City, Utah 84115 (hereinafter referred to as "Mortgagee").

Recitals:

I. Mortgagor is the owner of fee title to the tract of real property situated in Sublette County, State of Wyoming, which is described in Exhibit "A" attached hereto and by this reference made a part hereof.

II. Mortgagor has certain obligations to Mortgagee under a certain Promissory Note (hereinafter the "Note") of even date herewith in the principal sum of Two Hundred Thousand Dollars ($200,000), providing for interest on the unpaid principal balance at the rate of fourteen percent (14%) per annum, maturing on January 1, 1990, made by Mortgagor, and payable to Mortgagee at the times and in the manner set forth in the Note.

NOW, THEREFORE, IN ORDER TO SECURE: (A) The payment and performance of each and every obligation of Mortgagor evidenced by the Note; (B) Any extensions, renewals, or modifications of the Note or of the obligations evidenced thereby, regardless of the extent of or the subject matter of any such extension, renewal, or modification; (C) The payment and performance of each and every agreement and obligation of Mortgagor under this Mortgage and under any other instrument of any obligation secured hereby; and (D) The payment of all sums expended or advanced by Mortgagee pursuant to the terms of this Mortgage, the Note, or any instrument further evidencing or securing any obligation secured hereby, together with interest thereon as herein and therein provided [the foregoing items (A) through (D) and the matters referred to therein being hereinafter collectively referred to as the "Obligations"],

Mortgagor hereby CONVEYS, WARRANTS and MORTGAGES and Helen Tanner and William Robert Tanner CONVEY, WARRANT and MORTGAGE only that property shown as Tracts 1, 2 & 3 on the attached Exhibit "A" unto Mortgagee, its successors and assigns, WITH POWER OF SALE, the Sublette County, Wyoming tracts of real property described in Paragraph I above, TOGETHER WITH all improvements located therein or thereon or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or thereon; all fixtures and equipment now and hereafter attached to and used in connection therewith; all water and water rights belonging to or used upon

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or in connection with said real property, however represented, including all shares of stock representing any such water or water rights; all condemnation and similar awards or payments made in lieu thereof; all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, and appurtenances thereunto belonging, however evidenced, which are used or enjoyed with said real property or belonging to the same or which hereafter may be acquired and so used or enjoyed, all of which real property, together with the rights and interests in this Paragraph described (which said tract of real property, rights, and interests, are hereinafter collectively referred to as the "Property"), shall be deemed to constitute a portion of the security hereby given for the payment of the indebtedness and the performance of the obligations evidenced and secured hereby.

IN CONNECTION WITH THIS MORTGAGE, THE PARTIES AGREE AS FOLLOWS:

1. Warranties of Title and Authority. Mortgagor hereby represents and warrants that it is lawfully seized of fee title to the Property, that it has the authority and right to execute and deliver this Mortgage, that the Property is free and clear of any and all liens, encumbrances, and interests of third parties (except for those mentioned in the Special Warranty Deed through which title to the tract described in Paragraph I hereof was conveyed to Mortgagor by Mortgagee), and that any and all obligations it may have incurred in connection with the Property are current and without default. Mortgagor hereby releases, waives, and relinquishes all exemptions and homestead rights which may exist with respect to the Property, including all rights under or by virtue of the homestead exemption laws of the State of Wyoming.

2. Obligations Mandatory. Mortgagor shall promptly pay or cause to be paid to Mortgagee, or order, and shall promptly perform or cause to be performed, each and every payment and obligation on the part of Mortgagor provided to be paid or performed in connection with any of the Obligations. All of such payments and obligations are mandatory, and Mortgagor's failure to accomplish any of the same shall constitute a default under this Mortgage.

3. Payments Protecting Against Liens. Mortgagor shall pay, at least ten (10) days before delinquent, all taxes, assessments, and governmental, municipal, or other charges or impositions levied against or affecting the Property, or which might become a lien thereon, and shall promptly deliver all receipts for such payments to Mortgagee upon request. Mortgagor shall also pay and keep current any and all sums constituting an encumbrance, charge, or lien upon the Property, or any part thereof, which may be prior or superior to the interest of Mortgagee hereunder.

4. Maintenance and Use of Property. Mortgagor agrees: to maintain the Property at all times in good condition and repair; to keep and maintain all buildings and

improvements which may be or become part of the Property in good and neat order and repair and to allow no nuisances to exist or be maintained; to keep and maintain abutting grounds, sidewalks, roads, and parking and landscaped areas in good and neat order and repair; to comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Property or any condition or activity respecting the Property; not to commit or permit waste upon the Property; to commence any necessary construction on the Property promptly and to pursue the same to completion with reasonable diligence; to restore promptly and in a good and workmanlike manner any improvement which may for any reason be damaged or destroyed; to allow Mortgagee to inspect the Property at all reasonable times during the term hereof; and to comply with all provisions of law concerning maintenance, use, or improvement of the Property.

5. Appearance in Proceedings Affecting Security. Mortgagor shall appear in and defend any action or proceeding purporting to or which might in any way affect the title to the Property or the security hereof (the phrase "the security hereof" when used in this Mortgage shall mean the interest of Mortgagor and Mortgagee in the Property, the rights, powers, duties, covenants, representations, warranties, and authority of Mortgagor and Mortgagee hereunder and under any instrument further evidencing or securing the Obligations, and the validity, enforceability, and binding effect hereof and of any instrument further evidencing or securing the Obligations). Should Mortgagee elect to appear in or defend any such action or proceeding, Mortgagor shall pay all costs and expenses incurred by Mortgagee in connection therewith, including costs of evidence of title, court costs, and reasonable attorneys' fees.

6. Mortgagee's Performance in Mortgagor's Stead. Should Mortgagor fail to make any payment, to do any act or thing, or to perform any obligation herein provided to be paid, done or performed, at the time and in the manner so provided, Mortgagee may, but without any obligation to do so; and without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereunder or thereunder, make, do, pay, or perform the same in such manner and to such extent as Mortgagee may deem reasonably necessary or desirable to protect the security hereof or to protect any other legitimate interest of Mortgagee, Mortgagee for such purposes being authorized to enter upon the Property at all reasonable times and to commence, appear in, or defend any action or proceeding purporting to affect the security hereof.

7. Repayment of Advances. Mortgagor shall immediately repay to Mortgagee all sums, with interest thereon as hereafter provided, which at any time may be paid or advanced by Mortgagee for the payment of insurance, taxes, assessments, governmental, municipal, or other charges or impositions, title searches, title reports or abstracts, any delinquent obligation secured by a prior lien upon or prior interest in

the Property, and any other advances made by Mortgagee which are or appear to be reasonably necessary or desirable, in Mortgagee's reasonable discretion, to maintain this Mortgage as a valid and subsisting lien upon the Property, to preserve and protect Mortgagee's or Mortgagor's interest therein or hereunder, or to preserve, repair, or maintain the Property. All such advances shall be wholly optional on the part of Mortgagee, and Mortgagor's obligation to repay the same, with interest, to Mortgagee shall be secured by the lien of this Mortgage. The amount of each such advance shall, for the period during which it remains unpaid and both before and after judgment, bear interest at the rate of eighteen percent (18%) per annum.

8. Assignment of Rents and Leases. As additional security for the Obligations, Mortgagor hereby assigns to Mortgagee, for the term of this Mortgage, all rents, issues, royalties, income, and profits derived from the Property, and all right, title, and interest of Mortgagor under any lease covering any part of the Property. Until Mortgagor defaults in the Obligations, Mortgagor shall have the right to collect and use all rents, issues, royalties, income, and profits derived from the Property and leases covering the same. Upon any such default Mortgagor's right to collect or use any of such proceeds shall cease and Mortgagee shall have the right, with or without taking possession of the Property, and either in person, by agent, or through a court-appointed receiver (Mortgagor hereby consenting to the appointment of Mortgagee as such receiver) to sue for or otherwise collect all such rents, issues, royalties, income, and profits, including those past due and unpaid. Any sums so collected shall, after the deduction of all costs and expenses of operation and collection, including reasonable attorneys' fees, be applied toward payment of the Obligations.

9. Acceleration and Foreclosure. Time is the essence hereof. In the event a payment or installment provided for herein or in the Note is not paid in full on or before its scheduled due date, or in the event Mortgagee discovers that any representation or warranty contained herein or in any other instrument evidencing or securing the Obligations is untrue, or in the event of the occurrence of any other default hereunder or otherwise in connection with the Obligations, and in the further event that the default or other matter concerned remains uncured for fifteen (15) days after written notice thereof is given to Mortgagor by Mortgagee, then, in such event, all of the Obligations shall, at the option of Mortgagee and without further notice or demand, immediately become due and payable and Mortgagee may either: (a) Accomplish any necessary prerequisites and sell the Property at public auction in accordance with applicable law governing foreclosure by advertisement and sale of mortgages containing powers of sale; or (b) Proceed to foreclose this Mortgage in the manner provided by law for the foreclosure through judicial proceedings of mortgages covering real property.

10. Law Governing Exercise of Power of Sale. All procedural matters relating to exercise of the Power of Sale available under this Mortgage (such as the manner of giving notice of the proposed sale, the information to be provided in such notice, the time which must elapse between various stages of the proceeding, and the manner in which the sale is conducted) shall be governed by the statutory law which is in effect at the time said power is exercised. In the event some or all of such procedural matters are not covered by then-effective legislation, the matters not covered shall be governed by the law which is in effect at the time this Mortgage is executed.

11. Sale Under Advertisement. At the sale at which the Power of Sale available hereunder is exercised, the Property may be sold in its entirety or in separate parts in such order as Mortgagee may determine. The sale shall be conducted and made by Mortgagee or such person as Mortgagee may appoint for that purpose. Any person, including Mortgagor and Mortgagee, may bid and purchase at the sale. The proceeds of sale shall be applied toward payment of the following, and in the order indicated: (a) All costs and expenses of exercising the Power of Sale and of the sale, including costs of advertising, the cost of any evidence of title procured in connection with the sale, and attorneys' fees actually and reasonably incurred; (b) Each sum the payment of which is secured by this Mortgage, together with accrued interest thereon at the applicable rate; and (c) The balance, if any, to those entitled thereto. If a deficiency remains after proper application of the proceeds of sale of the Property, Mortgagor shall, immediately after determination of the amount thereof, pay the same to Mortgagee. Such deficiency shall, both before and after judgment therefor is entered, bear interest at the rate of eighteen percent (18%) per annum. At any time after the sale of the Property, Mortgagee may commence an action to recover such deficiency and interest thereon. In said action Mortgagee shall also be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith. Mortgagee shall be entitled to possession of the Property during any redemption period accorded by law. After the expiration of such redemption period, the person who conducted the sale shall execute and deliver its Deed to the party entitled thereto. Such Deed may contain recitals of compliance with any requirements of applicable law relating to exercise of the Power of Sale or to the sale. Such recitals shall constitute conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value and prima facie evidence thereof in favor of all other persons. The Deed shall operate to convey to the grantee, not subject to any right of redemption, all right, title, interest, and claim of Mortgagor, of its successors in interest, and of all persons claiming by, through, or under them, in and to that part of the Property sold, including any and all right, title, interest, or claim in and to such part which may have been acquired by Mortgagor or its successors in interest subsequent to the execution of this Mortgage.

12. Foreclosure Through Judicial Proceedings. In any judicial proceeding brought to foreclose this Mortgage, Mortgagee shall be entitled to recover all costs and expenses incident to the realization of its rights hereunder, including attorneys' fees actually and reasonably incurred. Mortgagee shall be entitled to possession of the Property during any period of redemption. If a deficiency remains after proper application of the proceeds from the sale and pursuant to judicial decree, Mortgagor shall pay the same immediately after determination of the amount thereof. Such deficiency shall, both before and after judgment therefor is entered, bear interest at the rate of eighteen percent (18%) per annum.

13. Rights Cumulative and Not Waived. The rights and remedies accorded by this Mortgage shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Mortgage or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently, or successively. The failure on the part of Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of any subsequent or other default.

14. Binding on Successors. This Mortgage shall be binding upon and shall inure to the benefit of the respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns of the parties hereto. The term "Mortgagee" as used herein shall mean the owner and holder, including any pledgee, of the Obligations.

15. Interpretation. The captions which precede the Paragraphs of this Mortgage are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. In the event there is or comes to be more than one Mortgagor hereunder, the liability of each shall be joint and several. The invalidity or unenforceability of any portion or provision of this Mortgage shall in no way affect the validity or enforceability of the remainder hereof. This instrument shall be governed by and construed in accordance with the laws of the State of Wyoming.

DATED the day and year first above written.

"Mortgagor":

Helen Tanner

William Robert Tanner

MARBLETON INN,
a Wyoming General Partnership

By _____
William Robert Tanner, Partner

By _____
Frank A. Fear, Partner

"Mortgagee":

PRUDENTIAL CAPITAL GROUP CO.

By _____
Vice President

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

PARTNERSHIP ACKNOWLEDGEMENT

On this 10th day of December, 19 84, personally appeared before me William Robert Tanner, and Frank . Fear, each of whom duly acknowledged to me that they executed the foregoing instrument as a General Partner in MARBLETON INN, a Wyoming General Partnership.

My Commission Expires:
28 July, 1988

Edwin R. Adams
Notary Public
Residing at Pinedale, Wyoming 82941

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

INDIVIDUAL ACKNOWLEDGEMENT

On this 10th day of December, 19 84, personally appeared before me Helen Tanner and William Robert Tanner, the Signer(s) of the foregoing instrument, each of whom duly acknowledged to me that he (she) executed the same.

My Commission Expires:
28 JULY, 1988

Edwin R. Adams
Notary Public
Residing at Pinedale, Wyoming 82941

STATE OF UTAH:)
)ss.
COUNTY OF SALT LAKE)

On this 5th day of December, 19 84, personally appeared before me MAGGIE SLOAN, who being duly sworn, did say that she is the Vice President of PRUDENTIAL CAPITAL GROUP CO., a Utah Corporation, and that the foregoing Mortgage was signed on behalf of said corporation by authority of its By-Laws or a resolution of its Board of Directors, and said Officer acknowledged to me that said corporation executed the same.

My Commission Expires:
[illegible]

NOTARY PUBLIC
COMMISSION EXPIRES
AUG 2 1988
STATE OF UTAH

[illegible]
Notary Public

Residing at: [illegible]

EXHIBIT "A"

Tract No. 1:

The North 15 feet of Lot 6, all of Lots 7 and 8, and the South 15 feet of Lot 9, Block 1, Marbleton Townsite, Sublette County, Wyoming:

Tract No. 2:

Lots 13, 14, 15, and 16, Block 44, Marbleton Townsite, Sublette County, Wyoming.

Tract No. 3

Lots 7, 8, 9, 10, 11, and 12, Block 48, Marbleton Townsite, Sublette County, Wyoming.

Tract No. 4:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, excepting therefrom the East 1 foot of Lots 1 through 12, inclusive, and plus the East 1 foot of the alley running between 4th and 5th Streets, all in Block 19, Marbleton Townsite, Sublette County, Wyoming.

FOR BANK USE ONLY	Account Number	Loan Number	Date of Note	Due Date	Principal Amount
	• •	82924	10-17-84	per terms & renewals thereof	$50,071.97

MORTGAGE

Borrower: Michael R. and Patricia S. Nystrom
P. O. Box 9
Pinedale, Wyoming 82941

Bank: Wyoming National Bank of Kemmerer
716 Pine Avenue
Kemmerer, Wyoming 83101

Borrower is the owner of the following-described real property located in Sublette County, Wyoming (the Real Property):

Released
Book 15 Pg 118.

LOTS 4 AND 5, FORTY ROD RANCHES, SUBLETTE COUNTY, WYOMING.

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

204460

RECORDED December 11, 1984 1:30 PM
IN BOOK 42 Mtg PAGE 782
FEES 10.00 Lavon Yake COUNTY CLERK
SUBLETTE COUNTY CLERK Lavon Yake Dorothy M. Stevie

Bank has agreed to lend to Borrower, or Borrower has agreed to offer the Property in support of an obligation, in the principal amount of $ 50,071.97 on certain terms and conditions. The indebtedness will be evidenced by a promissory note or notes which, with any notes given in renewal of or substitution for the notes originally issued, are called "the Notes." The Notes will mature not later than per terms and renewals thereof

In addition to the Notes, Borrower may, from time to time, become indebted to the Bank by reason of loans, guarantees, or otherwise. The Notes, plus all other amounts owed the Bank by the Borrower are secured by this Mortgage and called the "Indebtedness."

The "Related Documents" shall mean that certain (check which applies)

- ☐ loan agreement dated _____,
- ☐ security agreement(s) dated _____,
- ☐ guaranty dated _____,
- ☒ other: (specify) Note, dated October 17, 1984

which are executed in connection with this Mortgage.

To secure payment of the Indebtedness with interest thereon in strict accordance with the terms of the Notes, or any other agreements evidencing part of the Indebtedness, and to secure performance by Borrower of the covenants contained in this Mortgage and Related Documents, Borrower mortgages and conveys to Bank the Real Property with all appurtenances, all existing or future improvements, all rights relating to the Real Property (including minerals, oil, gas, water, and the like), all ditch rights (including stock in entities with ditch or irrigation rights), and all equipment, furnishings and fixtures owned by Borrower now or hereafter located on or used in connection with the Real Property, all of which is called the "Mortgaged Property," and presently assigns to Bank all rents, revenues, income, issues and profits from the Mortgaged Property, whether now or hereafter due, on the following terms and conditions:

1. **Payment and Performance.** Borrower will pay to Bank promptly when due all amounts payment of which is secured by this Mortgage and will strictly perform all obligations imposed upon Borrower by this Mortgage.
2. **Late Charge.** If the Mortgaged Property does not consist of a single-family, owner-occupied dwelling located in Oregon, then the late charge will be calculated at the rate of N/A* percent per annum on the delinquent installment. An installment will be delinquent if not paid within 10 days of the due date. Interest continues to accrue at the rate disclosed.
   If the Mortgaged Property consists of a single-family, owner-occupied dwelling, then the following rule shall apply with respect to late charges. A late charge may be charged on any payment that is more than N/A days late (excluding Saturday, Sunday, and legal holidays that fall on the N/A day). The late charge will be in the amount of N/A percent of the sum of principal and interest of the delinquent installment payment then due.
3. **Possession.** Until in default, Borrower may remain in possession and control of and operate and manage the Mortgaged Property and collect the rents, revenues, income, issues and profits.
4. **Warranties of Borrower.**
   4.1 **Title:** Borrower warrants that Borrower holds merchantable title to the Mortgaged Property in fee simple, free of all encumbrances other than (a) those enumerated in the title policy, if any, issued for the benefit of the Bank in connection with this transaction and accepted by the Bank; and (b) the encumbrances described as: NONE _____ (These are referred to, in this Mortgage, as "Permitted Encumbrances").
   4.2 **Defense of Title.** Borrower warrants and will forever defend the title against the lawful claims, other than Permitted Encumbrances, of all persons. In the event any action or proceeding is commenced that questions Borrower's title or the interest of the Bank under this Mortgage, Borrower shall defend the action at Borrower's expense.
   4.3 **Liens.** If any Permitted Encumbrance is a lien, Borrower shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice, or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.
   4.4 **Compliance with Laws.** Borrower warrants that its use of the Mortgage Property complies with all existing applicable laws, ordinances and regulations of governmental authorities.
5. **Casualty Insurance.**
   5.1 **Maintenance of Casualty Insurance.** Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsements on (check which applies)
   - ☐ a replacement cost
   - ☒ an actual cash value

   basis covering all improvements on the Mortgaged Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Bank. Policies shall be written by insurance companies reasonably acceptable to Bank. Borrower shall deliver to Bank certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days written notice to Bank.
   5.2 **Borrower's Report on Insurance.** If the Mortgaged Property is not a single-family residence or vacant land, the Borrower shall within 60 days after the close of its fiscal year, furnish to Bank a report on each existing policy of insurance showing:
   (a) the name of the insurer;
   (b) the risks insured;
   (c) the amount of the policy;
   (d) the property insured, the then current (check which applies) ☒ cash value of the property, and the manner of determining that value; ☐ replacement cost of the property, and the manner of determining that cost; and
   (e) the expiration date of the policy.

   Borrower shall upon request have an independent appraiser satisfactory to Bank determine the (check which applies)
   ☒ cash value ☐ replacement cost of the Mortgaged Property, at Borrower's expense.

5.3 **Application of Proceeds.** Borrower shall promptly notify Bank of any loss or damage to the Mortgaged Property. Bank may make proof of loss if Borrower fails to do so within 15 days of the casualty. All proceeds of any insurance on the Mortgaged Property shall be held by Bank as part of the Mortgaged Property. If Borrower elects to repair or replace the damaged or destroyed improvements in a manner satisfactory to Bank, Bank shall, upon satisfactory proof of expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Borrower elects not to restore the Mortgaged Property, Bank shall retain a sufficient amount of the proceeds to pay all amounts due under this Mortgage, and shall pay the balance to Borrower. Any proceeds which have not been paid out within 180 days after their receipt and which Borrower has not committed to the repair or restoration of the Mortgaged Property shall be used to pre-pay first accrued interest and then principal of Borrower's Indebtedness. If there is a Permitted Encumbrance that is a lien, and it contains provisions on application of insurance proceeds, then those provisions shall apply to the extent inconsistent with provisions of this paragraph. However, in such event (a) Borrower shall take no act pursuant to the provisions of the Permitted Encumbrance (other than making proof of loss) without Bank's prior consent, and (b) Bank may, directly or on Borrower's behalf, take any action Bank deems appropriate to protect Bank's interest or the Mortgaged Property.

5.4 **Insurance Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of insurance premiums, which reserves shall be created by monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a non-interest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

6. **Maintenance and Alterations.**

6.1 **Duty to Maintain.** Borrower shall maintain the Mortgaged Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.

6.2 **Waste; Nuisance.** Borrower shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on the Mortgaged Property.

6.3 **Removal of Improvements.** Borrower shall not demolish or remove any improvements from the Mortgaged Property without the prior written consent of Bank, which will not be withheld if Borrower makes arrangements satisfactory to Bank to replace any improvement which Borrower proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and parking facilities.

6.4 **Bank's Right to Enter and Inspect.** Bank and its agents and representatives may enter upon the Mortgaged Property at all reasonable times to attend to Bank's interest and to inspect the Mortgaged Property.

6.5 **Compliance with Governmental Requirements.** Borrower shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Mortgaged Property. Borrower may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Bank's interest in the Mortgaged Property is not jeopardized.

7. **Taxes and Assessments; Liens and Claims.**

7.1 **Payment.** Borrower shall pay when due all taxes and assessments against the Mortgaged Property and all claims and demands arising from Borrower's use or occupancy of the Mortgaged Property.

7.2 **Protection of the Mortgaged Property.** Borrower shall not permit any lien prior or equal to the lien of this Mortgage to be imposed upon the Mortgaged Property, other than the Permitted Encumbrances defined above in this Mortgage.

7.3 **Borrower's Right to Contest.** Borrower may withhold payment of any taxes, assessments, claims or demands or may elect to contest any lien if Borrower is in good faith conducting appropriate proceedings to contest the obligation to pay and so long as Bank's interest in the Mortgaged Property is not jeopardized. If the Mortgaged Property is subjected to a lien which is not discharged within 15 days, Borrower shall deposit with Bank cash, a sufficient corporate surety bond or other security satisfactory to Bank in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale. In any contest Borrower shall defend itself and Bank and shall satisfy any final adverse judgment before enforcement against the Mortgaged Property. Borrower shall name Bank as an additional obligee under any surety bond furnished in the contest proceedings.

7.4 **Evidence of Payment of Taxes or Assessments.** Borrower shall upon demand furnish to Bank evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Bank at any time a written statement of the taxes and assessments against the Mortgaged Property.

7.5 **Tax Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a noninterest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the taxes and assessments required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower.

7.6 **Notice to Bank.** Borrower shall notify Bank at least 15 days before the commencement of any work, the furnishing of any services or the supplying of any materials to the Mortgaged Property the cost of which is to exceed $5,000, and the nature of which is such that a mechanic's lien might be asserted on account of the work, services or materials. Borrower will on request furnish to Bank advance assurances satisfactory to Bank that it can and will pay the cost of such improvements.

8. **Imposition of Tax by State.**

8.1 **State Taxes Covered.** This section shall apply to the following state taxes:

(a) A specific tax on mortgages or any part of the Indebtedness.
(b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments on the mortgage.
(c) A tax on mortgaged property chargeable against the mortgagee or holder of the note secured by the Mortgage.
(d) A specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by mortgagors.

8.2 **Effect of Taxes.** If any state tax to which this section applies is enacted after the date of this Mortgage, this shall constitute an event of default unless the following conditions are met:

(a) Borrower may lawfully pay the tax or charge imposed by the state tax, and
(b) Borrower pays or offers to pay the tax or charge within 30 days after notice from Bank that the tax law has been enacted.

9. **Transfer of the Property; Assumption.** If all or any part of the Mortgaged Property or an interest therein is sold or transferred by Borrower without Bank'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, but including (without limitations) land sale contracts, this Mortgage shall be in default, and Bank may, at Bank's option, declare the Indebtedness immediately due and payable. Bank shall have waived such option to accelerate if, prior to the sale or transfer, Bank and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Bank and that the interest payable on the Indebtedness shall be at such rate as Bank shall request. Unless specifically agreed by Bank in writing, consent to a transfer shall not release Borrower from any obligations to Bank. If this provision is held unenforceable in whole or in part for any reason, Bank nonetheless shall have the right to impose all such conditions on transfer of the Mortgaged Property (as defined in this paragraph) as may be permitted under applicable law, including without limitation the right to increase the interest rate on the Indebtedness to the rate then charged by the Bank on mortgage loans.

Consent by Bank to one transfer shall not constitute consent to other transfers or a waiver of this section.

10. **Events of Default.** The following shall constitute events of default:

(a) Failure of Borrower to make any payment required under this Mortgage when due.
(b) Failure of Borrower to perform any other obligation contained in this Mortgage or Related Documents within 15 days after notice from Bank specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to commence and pursue with reasonable diligence curative action. No notice of default and no opportunity to

[redacted] [redacted] [redacted]

cure shall be required if during the same calendar year Bank has already sent a notice to Borrower concerning default in performance of the same obligation.

(c) Dissolution, insolvency, business failure or discontinuance of Borrower as a going business (except for labor disputes); appointment of a receiver of any of the property of, assignment for the benefit of creditors by or commencement of any proceedings under any bankruptcy or insolvency laws by Borrower; failure of Borrower to obtain dismissal or deny the contents of any petition filed against Borrower under any bankruptcy or insolvency laws within the time required to answer.

11. **Bank's Rights upon Default.**

11.1 **Remedies.** On default and thereafter Bank may exercise any one or more of the following rights and remedies in addition to any other remedy which may be available at law, in equity or otherwise:

(a) Bank may declare the entire amount owed by Borrower, including any prepayment penalty which Borrower would be required to pay, immediately due and payable.

(b) Bank may have a receiver appointed as a matter of right or may exercise all rights of a receiver as a bank-in-possession.

(c) Bank may, either through a receiver or as a bank-in-possession, take possession of all or any part of the Mortgaged Property, which shall be peaceably surrendered by Borrower.

(d) Bank may revoke Borrower's right to collect the rents and revenues from the Mortgaged Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Bank may notify Borrower's tenants to pay rents directly to Bank. Bank shall not be deemed a bank-in-possession solely by reason of exercise of the rights contained in this subparagraph.

(e) Bank may obtain a decree foreclosing Borrower's interest in all or any part of the Mortgaged Property.

(f) If permitted by applicable law, Bank may foreclose Borrower's interest in all or any part of the Mortgaged Property by nonjudicial sale.

(g) If permitted by applicable law, Bank may obtain a judgment for any deficiency remaining in the Indebtedness due to Bank after application of all amounts received from the exercise of the rights provided in this section.

(h) With respect to any part of the Mortgaged Property that is personal property, Bank may exercise the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Property is located.

11.2 **Receiver.** Bank shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Mortgaged Property exceeds the amount of the Indebtedness, and any receiver appointed may serve without bond. Employment by Bank shall not disqualify a person from serving as receiver.

11.3 **Rights of Receiver or Bank-in-Possession.** Upon taking possession of all or any part of the Mortgaged Property the receiver or Bank may:

(a) Use, operate, manage, control and conduct business on the Mortgaged Property and make expenditures for all maintenance and improvements as in its judgment are proper;

(b) Collect all rents, revenues, income, issues and profits from the Mortgaged Property and apply such sums to the expenses of use, operation, and management;

(c) At Bank's option, complete any construction in progress on the Mortgaged Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Bank deems appropriate.

If the revenues produced by the Mortgaged Property are insufficient to pay expenses, the receiver may borrow, from Bank or otherwise, or Bank may borrow or advance such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Mortgage. The amounts borrowed or advanced shall bear interest at the highest rate then being charged on any of the Indebtedness from the date of expenditure until repaid and shall be payable by Borrower to Bank on demand.

11.4 **Manner of Nonjudicial Sale.** In exercising the remedies provided in paragraphs 10.1(f) and (h), Bank may sell all or any part of the Mortgaged Property as a whole or in parcels. Bank may bid at any public sale on all or any portion of the Mortgaged Property. Bank shall give Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Mortgaged Property is to be made, and notice given at least 10 days prior to the time of the sale or other disposition shall be conclusively presumed to be reasonable. A public sale conducted in the following fashion shall be conclusively presumed to be reasonable:

(a) Notice is given at least 10 days prior to the date of sale by publication once in a newspaper of general circulation published in the county in which the sale is to be held;

(b) The sale is held in a county in which the Mortgaged Property or any part is located or in a county in which Borrower has a place of business;

(c) Payment is required to be in cash or by certified check immediately following the close of the sale, except that if Bank bids it need not actually make payment;

(d) The sale is by auction, but it need not be by a professional auctioneer;

(e) The Mortgaged Property is sold as is and without any preparation for sale by Bank.

11.5 **Election of Remedies.** Election by Bank to pursue one remedy shall not exclude resort to any other remedy, and all remedies of Bank under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligatin under paragraph 12.7 shall neither prejudice Bank's right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided in this section.

11.6 **Application of Proceeds from Mortgaged Property.** All proceeds realized from the exercise of Bank's rights and remedies shall be applied as follows:

(a) To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses of any receiver or bank-in-possession, and the costs and expenses provided for in paragraph 12.3;

(b) To pay all amounts owed by Borrower payment of which is secured by this Mortgage;

(c) The overplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by a judicial proceeding, otherwise to the person or persons legally entitled thereto.

12. **Miscellaneous.**

12.1 **Notices.** Any notice under this Mortgage shall be in writing. Any notice to be given or document to be delivered under this Mortgage shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address specified in this Mortgage. Either party may by notice to the other designate a different address.

12.2 **Annual Reports.** If the Mortgaged Property is not a single family residence, Borrower shall within 60 days following the close of each fiscal year of Borrower, furnish to Bank a statement of net operating income received from the Mortgaged Property during Borrower's previous fiscal year in such detail as Bank shall require. "Net operating income" shall mean all cash receipts from the Mortgaged Property less all cash expenditures made in connection with the operation of the Mortgaged Property.

12.3 **Expenses.** In the event that Bank shall take any action, judicial or otherwise, to enforce the Notes, other portions of the Indebtedness, or any provision of this Mortgage, or if Bank shall be required to appear in any proceeding to protect and maintain the priority of this Mortgage, Bank shall be entitled to recover from Borrower all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors reports, costs of appraisals, and attorneys' fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action. Borrower shall reimburse Bank for expenses so incurred on demand with interest thereon at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid.

12.4 **Waiver.** A waiver by Bank of a breach of any provision of this Mortgage shall not constitute a waiver of that provision or of any succeeding breach of, or prejudice Bank's right otherwise to demand strict compliance with, the same or any other provision.

12.5 **Mortgage Binding upon Successors and Assigns.** Subject to section 9, this Mortgage shall be binding on and inure to the benefit of the successors and assigns of both Borrower and Bank. If ownership of the Mortgaged Property becomes vested in a person other than Borrower, Bank, without notice to Borrower, may deal with Borrower's successor with reference to this Mortgage and the Indebtedness by way of forebearance or extension without releasing Borrower from the obligations of this Mortgage or liability under the Indebtedness.

12.6 **Time of Essence.** Time is of the essence of this Mortgage.

12.7 **Bank's Right to Perform Obligations of Borrower.** If Borrower fails to perform any obligation required of it under this Mortgage, Bank without notice may take any steps necessary to remedy such failure. Borrower shall reimburse Bank for all amounts expended in so doing on demand with interest at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid. Such action by Bank shall not constitute a waiver of the default or of any other right or remedy which Bank may have on account of Borrower's default.

12.8 **Security Agreement; Financing Statements.** This instrument shall constitute a security agreement under the Uniform Commercial Code with respect to any personal property included in the Mortgaged Property and the rents, revenues, income, issues and profits therefrom (the Collateral). Borrower shall promptly execute the necessary financing statements in the form required by the Uniform Commercial Code in effect in the state in which the Collateral is located and shall file the statements at Borrower's expense in all public offices where filing is required to perfect the security interest of Bank in the Collateral. Bank may, at any time and at its option without further authorization from Borrower, file copies of this instrument as financing statements. Upon default Borrower shall, within three days after receipt of written demand from Bank, assemble the Collateral and make it available to Bank at a place designated by Bank.

12.9 **Release on Full Performance.** If Borrower pays the full Indebtedness when due and performs all obligations under this Mortgage, Bank shall, if requested, execute and deliver to Borrower a suitable satisfaction of this Mortgage.

12.10 **Applicable Law.** This Mortgage has been executed and delivered to Bank and all payments are to be made to Bank. The law of the State in which Bank is located shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Mortgaged Property is located, determining the rights and remedies of Bank on default. The law of the state where the Mortgaged Property is located shall control whether the property may be sold without judicial foreclosure.

12.11 **Waiver of Homestead.** Borrower waives any rights under homestead or similar laws that may affect the Property, and Borrower agrees that the lien of this Mortgage is superior to any homestead exemption or similar right Borrower may have.

12.12 **Multiple Parties.** If there is more than one borrower the obligations imposed upon Borrower under this Mortgage shall be joint and several.

Michael R. Nystrom
Borrower

Patricia S. Nystrom
Borrower

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss
County of LINCOLN)

On this day personally appeared before me Michael R. Nystrom and Patricia S. Nystrom

to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that NOTARY signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 17th day of October, 19 84

BY PUBLIC
Notary Public in and for the State of Wyoming Residing at Kemmerer, Wyoming
My commission expires 8-3-85

CORPORATE ACKNOWLEDGEMENT

STATE OF)
)ss
County of)

On this day of , 19 , before me personally appeared

to me known to be the and ,
to me known to be the ,
authorized agent(s) for the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, duly authorized by the corporation through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he was/were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

BY
Notary Public in and for the State of: Residing at
My commission expires

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF)
)ss
County of)

THIS CERTIFIES that on this day of , 19 , personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named

known to me to be the person named in and who executed the foregoing instrument and who known to me to be member of the partnership of

acknowledge to me that he executed the instrument freely and voluntarily, by authority of the partnership, for the purposes and use herein mentioned, on behalf of the partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Before me:

BY
Notary Public in and for the State of: Residing at
My commission expires

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All rights reserved *203 00 1282 UV

FOR BANK USE ONLY	Account Number	Loan Number	Date of Note	Due Date	Principal Amount
		82917	11/23/84	Per Terms & Renewals Thereof	$50,088.63

MORTGAGE

Borrower: Alice McGinnis Schaffer
Box 367
LaBarge, WY 83123

Bank: Wyoming National Bank of Kemmerer
716 Pine Avenue
Kemmerer, WY 83101

Borrower is the owner of the following-described real property located in Sublette County, Wyoming (the Real Property):

Tracts 48 and 49, in Sections 27 and 28, T 28 N, R113W, 6th P.M.,
Sublette County, Wyoming

204461

RECORDED December 17, 19 84 1:30 P.M.
IN BOOK 42 Mtg PAGE 786
FEES $ 10.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

Bank has agreed to lend to Borrower, or Borrower has agreed to offer the Property in support of an obligation, in the principal amount of $ 50,088.63 on certain terms and conditions. The indebtedness will be evidenced by a promissory note or notes which, with any notes given in renewal of or substitution for the notes originally issued, are called "the Notes." The Notes will mature not later than per terms and renewals thereof.

In addition to the Notes, Borrower may, from time to time, become indebted to the Bank by reason of loans, guarantees, or otherwise. The Notes, plus all other amounts owed the Bank by the Borrower are secured by this Mortgage and called the "Indebtedness."

The "Related Documents" shall mean that certain (check which applies)

- ☐ loan agreement dated _____,
- ☐ security agreement(s) dated _____,
- ☐ guaranty dated _____,
- ☒ other: (specify) Note dated 11/23/84;

which are executed in connection with this Mortgage.

To secure payment of the Indebtedness with interest thereon in strict accordance with the terms of the Notes, or any other agreements evidencing part of the Indebtedness, and to secure performance by Borrower of the covenants contained in this Mortgage and Related Documents, Borrower mortgages and conveys to Bank the Real Property with all appurtenances, all existing or future improvements, all rights relating to the Real Property (including minerals, oil, gas, water, and the like), all ditch rights (including stock in entities with ditch or irrigation rights), and all equipment, furnishings and fixtures owned by Borrower now or hereafter located on or used in connection with the Real Property, all of which is called the "Mortgaged Property," and presently assigns to Bank all rents, revenues, income, issues and profits from the Mortgaged Property, whether now or hereafter due, on the following terms and conditions:

1. **Payment and Performance.** Borrower will pay to Bank promptly when due all amounts payment of which is secured by this Mortgage and will strictly perform all obligations imposed upon Borrower by this Mortgage.
2. **Late Charge.** If the Mortgaged Property does not consist of a single-family, owner-occupied dwelling located in Oregon, then the late charge will be calculated at the rate of *N/A percent per annum on the delinquent installment. An installment will be delinquent if not paid within 10 days of the due date. *Interest continues to accrue at the rate disclosed.
   If the Mortgaged Property consists of a single-family, owner-occupied dwelling, then the following rule shall apply with respect to late charges. A late charge may be charged on any payment that is more than N/A days late (excluding Saturday, Sunday, and legal holidays that fall on the N/A day). The late charge will be in the amount of N/A percent of the sum of principal and interest of the delinquent installment payment then due.
3. **Possession.** Until in default, Borrower may remain in possession and control of and operate and manage the Mortgaged Property and collect the rents, revenues, income, issues and profits.
4. **Warranties of Borrower.**
   4.1 **Title:** Borrower warrants that Borrower holds merchantable title to the Mortgaged Property in fee simple, free of all encumbrances other than (a) those enumerated in the title policy, if any, issued for the benefit of the Bank in connection with this transaction and accepted by the Bank; and (b) the encumbrances described as: NONE _____. (These are referred to, in this Mortgage, as "Permitted Encumbrances").
   4.2 **Defense of Title.** Borrower warrants and will forever defend the title against the lawful claims, other than Permitted Encumbrances, of all persons. In the event any action or proceeding is commenced that questions Borrower's title or the interest of the Bank under this Mortgage, Borrower shall defend the action at Borrower's expense.
   4.3 **Liens.** If any Permitted Encumbrance is a lien, Borrower shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice, or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.
   4.4 **Compliance with Laws.** Borrower warrants that its use of the Mortgage Property complies with all existing applicable laws, ordinances and regulations of governmental authorities.
5. **Casualty Insurance.**
   5.1 **Maintenance of Casualty Insurance.** Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsements on (check which applies)
   - ☐ a replacement cost
   - ☒ an actual cash value

   basis covering all improvements on the Mortgaged Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Bank. Policies shall be written by insurance companies reasonably acceptable to Bank. Borrower shall deliver to Bank certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days written notice to Bank.
   5.2 **Borrower's Report on Insurance.** If the Mortgaged Property is not a single-family residence or vacant land, the Borrower shall within 60 days after the close of its fiscal year, furnish to Bank a report on each existing policy of insurance showing:
   (a) the name of the insurer;
   (b) the risks insured;
   (c) the amount of the policy;
   (d) the property insured, the then current (check which applies) ☒ cash value of the property, and the manner of determining that value; ☐ replacement cost of the property, and the manner of determining that cost; and
   (e) the expiration date of the policy.

   Borrower shall upon request have an independent appraiser satisfactory to Bank determine the (check which applies) ☒ cash value ☐ replacement cost of the Mortgaged Property, at Borrower's expense.

Released BK 17 Pg. 628

5.3 **Application of Proceeds.** Borrower shall promptly notify Bank of any loss or damage to the Mortgaged Property. Bank may make proof of loss if Borrower fails to do so within 15 days of the casualty. All proceeds of any insurance on the Mortgaged Property shall be held by Bank as part of the Mortgaged Property. If Borrower elects to repair or replace the damaged or destroyed improvements in a manner satisfactory to Bank, Bank shall, upon satisfactory proof of expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Borrower elects not to restore the Mortgaged Property, Bank shall retain a sufficient amount of the proceeds to pay all amounts due under this Mortgage, and shall pay the balance to Borrower. Any proceeds which have not been paid out within 180 days after their receipt and which Borrower has not committed to the repair or restoration of the Mortgaged Property shall be used to pre-pay first accrued interest and then principal of Borrower's Indebtedness. If there is a Permitted Encumbrance that is a lien, and it contains provisions on application of insurance proceeds, then those provisions shall apply to the extent inconsistent with provisions of this paragraph. However, in such event (a) Borrower shall take no act pursuant to the provisions of the Permitted Encumbrance (other than making proof of loss) without Bank's prior consent, and (b) Bank may, directly or on Borrower's behalf, take any action Bank deems appropriate to protect Bank's interest or the Mortgaged Property.

5.4 **Insurance Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of insurance premiums, which reserves shall be created by monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a non-interest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

6. **Maintenance and Alterations.**

6.1 **Duty to Maintain.** Borrower shall maintain the Mortgaged Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.

6.2 **Waste; Nuisance.** Borrower shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on the Mortgaged Property.

6.3 **Removal of Improvements.** Borrower shall not demolish or remove any improvements from the Mortgaged Property without the prior written consent of Bank, which will not be withheld if Borrower makes arrangements satisfactory to Bank to replace any improvement which Borrower proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and parking facilities.

6.4 **Bank's Right to Enter and Inspect.** Bank and its agents and representatives may enter upon the Mortgaged Property at all reasonable times to attend to Bank's interest and to inspect the Mortgaged Property.

6.5 **Compliance with Governmental Requirements.** Borrower shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Mortgaged Property. Borrower may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Bank's interest in the Mortgaged Property is not jeopardized.

7. **Taxes and Assessments; Liens and Claims.**

7.1 **Payment.** Borrower shall pay when due all taxes and assessments against the Mortgaged Property and all claims and demands arising from Borrower's use or occupancy of the Mortgaged Property.

7.2 **Protection of the Mortgaged Property.** Borrower shall not permit any lien prior or equal to the lien of this Mortgage to be imposed upon the Mortgaged Property, other than the Permitted Encumbrances defined above in this Mortgage.

7.3 **Borrower's Right to Contest.** Borrower may withhold payment of any taxes, assessments, claims or demands or may elect to contest any lien if Borrower is in good faith conducting appropriate proceedings to contest the obligation to pay and so long as Bank's interest in the Mortgaged Property is not jeopardized. If the Mortgaged Property is subjected to a lien which is not discharged within 15 days, Borrower shall deposit with Bank cash, a sufficient corporate surety bond or other security satisfactory to Bank in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale. In any contest Borrower shall defend itself and Bank and shall satisfy any final adverse judgment before enforcement against the Mortgaged Property. Borrower shall name Bank as an additional obligee under any surety bond furnished in the contest proceedings.

7.4 **Evidence of Payment of Taxes or Assessments.** Borrower shall upon demand furnish to Bank evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Bank at any time a written statement of the taxes and assessments against the Mortgaged Property.

7.5 **Tax Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a noninterest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the taxes and assessments required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower.

7.6 **Notice to Bank.** Borrower shall notify Bank at least 15 days before the commencement of any work, the furnishing of any services or the supplying of any materials to the Mortgaged Property the cost of which is to exceed $5,000, and the nature of which is such that a mechanic's lien might be asserted on account of the work, services or materials. Borrower will on request furnish to Bank advance assurances satisfactory to Bank that it can and will pay the cost of such improvements.

8. **Imposition of Tax by State.**

8.1 **State Taxes Covered.** This section shall apply to the following state taxes:

(a) A specific tax on mortgages or any part of the Indebtedness.

(b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments on the mortgage.

(c) A tax on mortgaged property chargeable against the mortgagee or holder of the note secured by the Mortgage.

(d) A specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by mortgagors.

8.2 **Effect of Taxes.** If any state tax to which this section applies is enacted after the date of this Mortgage, this shall constitute an event of default unless the following conditions are met:

(a) Borrower may lawfully pay the tax or charge imposed by the state tax, and

(b) Borrower pays or offers to pay the tax or charge within 30 days after notice from Bank that the tax law has been enacted.

9. **Transfer of the Property; Assumption.** If all or any part of the Mortgaged Property or an interest therein is sold or transferred by Borrower without Bank'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, but including (without limitations) land sale contracts, this Mortgage shall be in default, and Bank may, at Bank's option, declare the Indebtedness immediately due and payable. Bank shall have waived such option to accelerate if, prior to the sale or transfer, Bank and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Bank and that the interest payable on the Indebtedness shall be at such rate as Bank shall request. Unless specifically agreed by Bank in writing, consent to a transfer shall not release Borrower from any obligations to Bank. If this provision is held unenforceable in whole or in part for any reason, Bank nonetheless shall have the right to impose all such conditions on transfer of the Mortgaged Property (as defined in this paragraph) as may be permitted under applicable law, including without limitation the right to increase the interest rate on the Indebtedness to the rate then charged by the Bank on mortgage loans.

Consent by Bank to one transfer shall not constitute consent to other transfers or a waiver of this section.

10. **Events of Default.** The following shall constitute events of default:

(a) Failure of Borrower to make any payment required under this Mortgage when due.

(b) Failure of Borrower to perform any other obligation contained in this Mortgage or Related Documents within 15 days after notice from Bank specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such [redacted]mmence and pursue with reasonable d[redacted]curative action. No notice of default an[redacted]ortunity to

cure shall be required if during the same calendar year Bank has already sent a notice to Borrower concerning default in performance of the same obligation.

(c) Dissolution, insolvency, business failure or discontinuance of Borrower as a going business (except for labor disputes); appointment of a receiver of any of the property of, assignment for the benefit of creditors by or commencement of any proceedings under any bankruptcy or insolvency laws by Borrower; failure of Borrower to obtain dismissal or deny the contents of any petition filed against Borrower under any bankruptcy or insolvency laws within the time required to answer.

11. **Bank's Rights upon Default.**

11.1 **Remedies.** On default and thereafter Bank may exercise any one or more of the following rights and remedies in addition to any other remedy which may be available at law, in equity or otherwise:

(a) Bank may declare the entire amount owed by Borrower, including any prepayment penalty which Borrower would be required to pay, immediately due and payable.

(b) Bank may have a receiver appointed as a matter of right or may exercise all rights of a receiver as a bank-in-possession.

(c) Bank may, either through a receiver or as a bank-in-possession, take possession of all or any part of the Mortgaged Property, which shall be peaceably surrendered by Borrower.

(d) Bank may revoke Borrower's right to collect the rents and revenues from the Mortgaged Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Bank may notify Borrower's tenants to pay rents directly to Bank. Bank shall not be deemed a bank-in-possession solely by reason of exercise of the rights contained in this subparagraph.

(e) Bank may obtain a decree foreclosing Borrower's interest in all or any part of the Mortgaged Property.

(f) If permitted by applicable law, Bank may foreclose Borrower's interest in all or any part of the Mortgaged Property by nonjudicial sale.

(g) If permitted by applicable law, Bank may obtain a judgment for any deficiency remaining in the Indebtedness due to Bank after application of all amounts received from the exercise of the rights provided in this section.

(h) With respect to any part of the Mortgaged Property that is personal property, Bank may exercise the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Property is located.

11.2 **Receiver.** Bank shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Mortgaged Property exceeds the amount of the Indebtedness, and any receiver appointed may serve without bond. Employment by Bank shall not disqualify a person from serving as receiver.

11.3 **Rights of Receiver or Bank-in-Possession.** Upon taking possession of all or any part of the Mortgaged Property the receiver or Bank may:

(a) Use, operate, manage, control and conduct business on the Mortgaged Property and make expenditures for all maintenance and improvements as in its judgment are proper;

(b) Collect all rents, revenues, income, issues and profits from the Mortgaged Property and apply such sums to the expenses of use, operation, and management;

(c) At Bank's option, complete any construction in progress on the Mortgaged Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Bank deems appropriate.

If the revenues produced by the Mortgaged Property are insufficient to pay expenses, the receiver may borrow, from Bank or otherwise, or Bank may borrow or advance such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Mortgage. The amounts borrowed or advanced shall bear interest at the highest rate then being charged on any of the Indebtedness from the date of expenditure until repaid and shall be payable by Borrower to Bank on demand.

11.4 **Manner of Nonjudicial Sale.** In exercising the remedies provided in paragraphs 10.1(f) and (h), Bank may sell all or any part of the Mortgaged Property as a whole or in parcels. Bank may bid at any public sale on all or any portion of the Mortgaged Property. Bank shall give Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Mortgaged Property is to be made, and notice given at least 10 days prior to the time of the sale or other disposition shall be conclusively presumed to be reasonable. A public sale conducted in the following fashion shall be conclusively presumed to be reasonable:

(a) Notice is given at least 10 days prior to the date of sale by publication once in a newspaper of general circulation published in the county in which the sale is to be held;

(b) The sale is held in a county in which the Mortgaged Property or any part is located or in a county in which Borrower has a place of business;

(c) Payment is required to be in cash or by certified check immediately following the close of the sale, except that if Bank bids it need not actually make payment;

(d) The sale is by auction, but it need not be by a professional auctioneer;

(e) The Mortgaged Property is sold as is and without any preparation for sale by Bank.

11.5 **Election of Remedies.** Election by Bank to pursue one remedy shall not exclude resort to any other remedy, and all remedies of Bank under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligatin under paragraph 12.7 shall neither prejudice Bank's right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided in this section.

11.6 **Application of Proceeds from Mortgaged Property.** All proceeds realized from the exercise of Bank's rights and remedies shall be applied as follows:

(a) To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses of any receiver or bank-in-possession, and the costs and expenses provided for in paragraph 12.3;

(b) To pay all amounts owed by Borrower payment of which is secured by this Mortgage;

(c) The overplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by a judicial proceeding, otherwise to the person or persons legally entitled thereto.

12. **Miscellaneous.**

12.1 **Notices.** Any notice under this Mortgage shall be in writing. Any notice to be given or document to be delivered under this Mortgage shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address specified in this Mortgage. Either party may by notice to the other designate a different address.

12.2 **Annual Reports.** If the Mortgaged Property is not a single family residence, Borrower shall within 60 days following the close of each fiscal year of Borrower, furnish to Bank a statement of net operating income received from the Mortgaged Property during Borrower's previous fiscal year in such detail as Bank shall require. "Net operating income" shall mean all cash receipts from the Mortgaged Property less all cash expenditures made in connection with the operation of the Mortgaged Property.

12.3 **Expenses.** In the event that Bank shall take any action, judicial or otherwise, to enforce the Notes, other portions of the Indebtedness, or any provision of this Mortgage, or if Bank shall be required to appear in any proceeding to protect and maintain the priority of this Mortgage, Bank shall be entitled to recover from Borrower all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors reports, costs of appraisals, and attorneys' fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action. Borrower shall reimburse Bank for expenses so incurred on demand with interest thereon at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid.

12.4 **Waiver.** A waiver by Bank of a breach of any provision of this Mortgage shall not constitute a waiver of that provision or of any succeeding breach of, or prejudice Bank's right otherwise to demand strict compliance with, the same or any other provision.

12.5 **Mortgage Binding upon Successors and Assigns.** Subject to section 9, this Mortgage shall be binding on and inure to the benefit of the successors and assigns of both Borrower and Bank. If ownership of the Mortgaged Property becomes vested in a person other than Borrower, Bank, without notice to Borrower, may deal with Borrower's successor with reference to this Mortgage and the Indebtedness by way of forebearance or extension without releasing Borrower from the obligations of this Mortgage or liability under the Indebtedness.

12.6 **Time of Essence.** Time is of the essence of this Mortgage. 788

12.7 **Bank's Right to Perform Obligations of Borrower.** If Borrower fails to perform any obligation required of it under this Mortgage, Bank without notice may take any steps necessary to remedy such failure. Borrower shall reimburse Bank for all amounts expended in so doing on demand with interest at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid. Such action by Bank shall not constitute a waiver of the default or of any other right or remedy which Bank may have on account of Borrower's default.

12.8 **Security Agreement; Financing Statements.** This instrument shall constitute a security agreement under the Uniform Commercial Code with respect to any personal property included in the Mortgaged Property and the rents, revenues, income, issues and profits therefrom (the Collateral). Borrower shall promptly execute the necessary financing statements in the form required by the Uniform Commercial Code in effect in the state in which the Collateral is located and shall file the statements at Borrower's expense in all public offices where filing is required to perfect the security interest of Bank in the Collateral. Bank may, at any time and at its option without further authorization from Borrower, file copies of this instrument as financing statements. Upon default Borrower shall, within three days after receipt of written demand from Bank, assemble the Collateral and make it available to Bank at a place designated by Bank.

12.9 **Release on Full Performance.** If Borrower pays the full Indebtedness when due and performs all obligations under this Mortgage, Bank shall, if requested, execute and deliver to Borrower a suitable satisfaction of this Mortgage.

12.10 **Applicable Law.** This Mortgage has been executed and delivered to Bank and all payments are to be made to Bank. The law of the State in which Bank is located shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Mortgaged Property is located, determining the rights and remedies of Bank on default. The law of the state where the Mortgaged Property is located shall control whether the property may be sold without judicial foreclosure.

12.11 **Waiver of Homestead.** Borrower waives any rights under homestead or similar laws that may affect the Property, and Borrower agrees that the lien of this Mortgage is superior to any homestead exemption or similar right Borrower may have.

12.12 **Multiple Parties.** If there is more than one borrower the obligations imposed upon Borrower under this Mortgage shall be joint and several.

Alice McGinnis Schaffer
Alice McGinnis Schaffer Borrower

Borrower

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss
County of LINCOLN)

On this day personally appeared before me Alice McGinnis Schaffer

to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that She signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 23rd day of November, 19 84.

BY [signature] Residing at Kemmerer, Wyoming
Notary Public in and for the State of Wyoming My commission expires 5-2-85

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)ss
County of _____)

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

to me known to be the _____ and _____,
to me known to be the _____,
authorized agent(s) for the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, duly authorized by the corporation through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that ____ he ____ was/were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

BY _____ Residing at _____
Notary Public in and for the State of: _____ My commission expires _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)ss
County of _____)

THIS CERTIFIES that on this _____ day of _____, 19 ____, personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named _____

_____

known to me to be the person ____ named in and who executed the foregoing instrument and who ____ known to me to be ____ member ____ of the partnership of _____

_____

acknowledge to me that ____ he ____ executed the instrument freely and voluntarily, by authority of the partnership, for the purposes and use herein mentioned, on behalf of the partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Before me:

BY _____ Residing at _____
Notary Public in and for the State of: _____ My commission expires _____

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FOR BANK USE ONLY	Account Number	Loan Number	Date of Note	Due Date	Principal Amount
		82923	12/07/84	Per Terms & Renewals Thereof	$93,014.00

MORTGAGE

Borrower: Gary Eiden aka Garry L. Eiden & Kay Eiden aka Kathryn Eiden
P.O. Box 631, Big Piney, WY 83113

Bank: Wyoming National Bank of Kemmerer
716 Pine Avenue
Kemmerer, WY 83101

Borrower is the owner of the following-described real property located in Sublette County, Wyoming (the Real Property):

204462

RECORDED December 14, 1984 1:30 P.M.
IN BOOK 42 Misc. PAGE 790
FEES 10.00 Lorna J. York COUNTY CLERK
SUBLETTE COUNTY CLERK by Dorothy M. Stone

PARCEL I:

LOTS 1 and 2, PINEMAR COMMERCIAL SITE, SUBLETTE COUNTY, WYOMING.

PARCEL II:

LOTS 13, 14, 15, 16, 17 AND 18, BLOCK 12, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

Bank has agreed to lend to Borrower, or Borrower has agreed to offer the Property in support of an obligation, in the principal amount of $ 93,014.00 on certain terms and conditions. The indebtedness will be evidenced by a promissory note or notes which, with any notes given in renewal of or substitution for the notes originally issued, are called "the Notes." The Notes will mature not later than per terms and renewals thereof.

In addition to the Notes, Borrower may, from time to time, become indebted to the Bank by reason of loans, guarantees, or otherwise. The Notes, plus all other amounts owed the Bank by the Borrower are secured by this Mortgage and called the "Indebtedness."

The "Related Documents" shall mean that certain (check which applies)

- ☐ loan agreement dated _____,
- ☐ security agreement(s) dated _____,
- ☐ guaranty dated _____,
- ☒ other: (specify) NOTE DATED 12/07/84

which are executed in connection with this Mortgage.

To secure payment of the Indebtedness with interest thereon in strict accordance with the terms of the Notes, or any other agreements evidencing part of the Indebtedness, and to secure performance by Borrower of the covenants contained in this Mortgage and Related Documents, Borrower mortgages and conveys to Bank the Real Property with all appurtenances, all existing or future improvements, all rights relating to the Real Property (including minerals, oil, gas, water, and the like), all ditch rights (including stock in entities with ditch or irrigation rights), and all equipment, furnishings and fixtures owned by Borrower now or hereafter located on or used in connection with the Real Property, all of which is called the "Mortgaged Property," and presently assigns to Bank all rents, revenues, income, issues and profits from the Mortgaged Property, whether now or hereafter due, on the following terms and conditions:

1. **Payment and Performance.** Borrower will pay to Bank promptly when due all amounts payment of which is secured by this Mortgage and will strictly perform all obligations imposed upon Borrower by this Mortgage.
2. **Late Charge.** If the Mortgaged Property does not consist of a single-family, owner-occupied dwelling located in Oregon, then the late charge will be calculated at the rate of *N/A percent per annum on the delinquent installment. An installment will be delinquent if not paid within 10 days of the due date.*Interest continues to accrue at the rate disclosed.
   If the Mortgaged Property consists of a single-family, owner-occupied dwelling, then the following rule shall apply with respect to late charges. A late charge may be charged on any payment that is more than N/A days late (excluding Saturday, Sunday, and legal holidays that fall on the N/A day). The late charge will be in the amount of N/A percent of the sum of principal and interest of the delinquent installment payment then due.
3. **Possession.** Until in default, Borrower may remain in possession and control of and operate and manage the Mortgaged Property and collect the rents, revenues, income, issues and profits.
4. **Warranties of Borrower.**
   4.1 **Title:** Borrower warrants that Borrower holds merchantable title to the Mortgaged Property in fee simple, free of all encumbrances other than (a) those enumerated in the title policy, if any, issued for the benefit of the Bank in connection with this transaction and accepted by the Bank; and (b) the encumbrances described as: NONE _____ (These are referred to, in this Mortgage, as "Permitted Encumbrances").
   4.2 **Defense of Title.** Borrower warrants and will forever defend the title against the lawful claims, other than Permitted Encumbrances, of all persons. In the event any action or proceeding is commenced that questions Borrower's title or the interest of the Bank under this Mortgage, Borrower shall defend the action at Borrower's expense.
   4.3 **Liens.** If any Permitted Encumbrance is a lien, Borrower shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice, or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.
   4.4 **Compliance with Laws.** Borrower warrants that its use of the Mortgage Property complies with all existing applicable laws, ordinances and regulations of governmental authorities.
5. **Casualty Insurance.**
   5.1 **Maintenance of Casualty Insurance.** Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsements on (check which applies)
   - ☐ a replacement cost
   - ☒ an actual cash value

   basis covering all improvements on the Mortgaged Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Bank. Policies shall be written by insurance companies reasonably acceptable to Bank. Borrower shall deliver to Bank certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days written notice to Bank.
   5.2 **Borrower's Report on Insurance.** If the Mortgaged Property is not a single-family residence or vacant land, the Borrower shall within 60 days after the close of its fiscal year, furnish to Bank a report on each existing policy of insurance showing:
   (a) the name of the insurer;
   (b) the risks insured;
   (c) the amount of the policy;
   (d) the property insured, the then current (check which applies) ☒ cash value of the property, and the manner of determining that value; ☐ replacement cost of the property, and the manner of determining that cost; and
   (e) the expiration date of the policy.

   Borrower shall upon request have an independent appraiser satisfactory to Bank determine the (check which applies) ☒ cash value ☐ replacement cost of the Mortgaged Property, at Borrower's expense.

3-11-85

5.3 **Application of Proceeds.** Borrower shall promptly notify Bank of any loss or damage to the Mortgaged Property. Bank may make proof of loss if Borrower fails to do so within 15 days of the casualty. All proceeds of any insurance on the Mortgaged Property shall be held by Bank as part of the Mortgaged Property. If Borrower elects to repair or replace the damaged or destroyed improvements in a manner satisfactory to Bank, Bank shall, upon satisfactory proof of expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Borrower elects not to restore the Mortgaged Property, Bank shall retain a sufficient amount of the proceeds to pay all amounts due under this Mortgage, and shall pay the balance to Borrower. Any proceeds which have not been paid out within 180 days after their receipt and which Borrower has not committed to the repair or restoration of the Mortgaged Property shall be used to pre pay first accrued interest and then principal of Borrower's Indebtedness. If there is a Permitted Encumbrance that is a lien, and it contains provisions on application of insurance proceeds, then those provisions shall apply to the extent inconsistent with provisions of this paragraph. However, in such event (a) Borrower shall take no act pursuant to the provisions of the Permitted Encumbrance (other than making proof of loss) without Bank's prior consent, and (b) Bank may, directly or on Borrower's behalf, take any action Bank deems appropriate to protect Bank's interest or the Mortgaged Property.

5.4 **Insurance Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of insurance premiums, which reserves shall be created by monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a non-interest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

6. **Maintenance and Alterations.**

6.1 **Duty to Maintain.** Borrower shall maintain the Mortgaged Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.

6.2 **Waste; Nuisance.** Borrower shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on the Mortgaged Property.

6.3 **Removal of Improvements.** Borrower shall not demolish or remove any improvements from the Mortgaged Property without the prior written consent of Bank, which will not be withheld if Borrower makes arrangements satisfactory to Bank to replace any improvement which Borrower proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and parking facilities.

6.4 **Bank's Right to Enter and Inspect.** Bank and its agents and representatives may enter upon the Mortgaged Property at all reasonable times to attend to Bank's interest and to inspect the Mortgaged Property.

6.5 **Compliance with Governmental Requirements.** Borrower shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Mortgaged Property. Borrower may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Bank's interest in the Mortgaged Property is not jeopardized.

7. **Taxes and Assessments; Liens and Claims.**

7.1 **Payment.** Borrower shall pay when due all taxes and assessments against the Mortgaged Property and all claims and demands arising from Borrower's use or occupancy of the Mortgaged Property.

7.2 **Protection of the Mortgaged Property.** Borrower shall not permit any lien prior or equal to the lien of this Mortgage to be imposed upon the Mortgaged Property, other than the Permitted Encumbrances defined above in this Mortgage.

7.3 **Borrower's Right to Contest.** Borrower may withhold payment of any taxes, assessments, claims or demands or may elect to contest any lien if Borrower is in good faith conducting appropriate proceedings to contest the obligation to pay and so long as Bank's interest in the Mortgaged Property is not jeopardized. If the Mortgaged Property is subjected to a lien which is not discharged within 15 days, Borrower shall deposit with Bank cash, a sufficient corporate surety bond or other security satisfactory to Bank in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale. In any contest Borrower shall defend itself and Bank and shall satisfy any final adverse judgment before enforcement against the Mortgaged Property. Borrower shall name Bank as an additional obligee under any surety bond furnished in the contest proceedings.

7.4 **Evidence of Payment of Taxes or Assessments.** Borrower shall upon demand furnish to Bank evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Bank at any time a written statement of the taxes and assessments against the Mortgaged Property.

7.5 **Tax Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a noninterest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the taxes and assessments required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower.

7.6 **Notice to Bank.** Borrower shall notify Bank at least 15 days before the commencement of any work, the furnishing of any services or the supplying of any materials to the Mortgaged Property the cost of which is to exceed $5,000, and the nature of which is such that a mechanic's lien might be asserted on account of the work, services or materials. Borrower will on request furnish to Bank advance assurances satisfactory to Bank that it can and will pay the cost of such improvements.

8. **Imposition of Tax by State.**

8.1 **State Taxes Covered.** This section shall apply to the following state taxes:

(a) A specific tax on mortgages or any part of the Indebtedness.

(b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments on the mortgage.

(c) A tax on mortgaged property chargeable against the mortgagee or holder of the note secured by the Mortgage.

(d) A specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by mortgagors.

8.2 **Effect of Taxes.** If any state tax to which this section applies is enacted after the date of this Mortgage, this shall constitute an event of default unless the following conditions are met:

(a) Borrower may lawfully pay the tax or charge imposed by the state tax, and

(b) Borrower pays or offers to pay the tax or charge within 30 days after notice from Bank that the tax law has been enacted.

9. **Transfer of the Property; Assumption.** If all or any part of the Mortgaged Property or an interest therein is sold or transferred by Borrower without Bank'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, but including (without limitations) land sale contracts, this Mortgage shall be in default, and Bank may, at Bank's option, declare the Indebtedness immediately due and payable. Bank shall have waived such option to accelerate if, prior to the sale or transfer, Bank and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Bank and that the interest payable on the Indebtedness shall be at such rate as Bank shall request. Unless specifically agreed by Bank in writing, consent to a transfer shall not release Borrower from any obligations to Bank. If this provision is held unenforceable in whole or in part for any reason, Bank nonetheless shall have the right to impose all such conditions on transfer of the Mortgaged Property (as defined in this paragraph) as may be permitted under applicable law, including without limitation the right to increase the interest rate on the Indebtedness to the rate then charged by the Bank on mortgage loans.

Consent by Bank to one transfer shall not constitute consent to other transfers or a waiver of this section.

10. **Events of Default.** The following shall constitute events of default:

(a) Failure of Borrower to make any payment required under this Mortgage when due.

(b) Failure of Borrower to perform any other obligation contained in this Mortgage or Related Documents within 15 days after notice from Bank specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to commence and pursue with reasonable diligence curative action. No notice of default and no opportunity to

cure shall be required if during the same calendar year Bank has already sent a notice to Borrower concerning default in performance of the same obligation.

(c) Dissolution, insolvency, business failure or discontinuance of Borrower as a going business (except for labor disputes); appointment of a receiver of any of the property of, assignment for the benefit of creditors by or commencement of any proceedings under any bankruptcy or insolvency laws by Borrower; failure of Borrower to obtain dismissal or deny the contents of any petition filed against Borrower under any bankruptcy or insolvency laws within the time required to answer.

11. **Bank's Rights upon Default.**

11.1 **Remedies.** On default and thereafter Bank may exercise any one or more of the following rights and remedies in addition to any other remedy which may be available at law, in equity or otherwise:

(a) Bank may declare the entire amount owed by Borrower, including any prepayment penalty which Borrower would be required to pay, immediately due and payable.

(b) Bank may have a receiver appointed as a matter of right or may exercise all rights of a receiver as a bank-in-possession.

(c) Bank may, either through a receiver or as a bank-in-possession, take possession of all or any part of the Mortgaged Property, which shall be peaceably surrendered by Borrower.

(d) Bank may revoke Borrower's right to collect the rents and revenues from the Mortgaged Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Bank may notify Borrower's tenants to pay rents directly to Bank. Bank shall not be deemed a bank in possession solely by reason of exercise of the rights contained in this subparagraph.

(e) Bank may obtain a decree foreclosing Borrower's interest in all or any part of the Mortgaged Property.

(f) If permitted by applicable law, Bank may foreclose Borrower's interest in all or any part of the Mortgaged Property by nonjudicial sale.

(g) If permitted by applicable law, Bank may obtain a judgment for any deficiency remaining in the Indebtedness due to Bank after application of all amounts received from the exercise of the rights provided in this section.

(h) With respect to any part of the Mortgaged Property that is personal property, Bank may exercise the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Property is located.

11.2 **Receiver.** Bank shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Mortgaged Property exceeds the amount of the Indebtedness, and any receiver appointed may serve without bond. Employment by Bank shall not disqualify a person from serving as receiver.

11.3 **Rights of Receiver or Bank-in-Possession.** Upon taking possession of all or any part of the Mortgaged Property the receiver or Bank may:

(a) Use, operate, manage, control and conduct business on the Mortgaged Property and make expenditures for all maintenance and improvements as in its judgment are proper;

(b) Collect all rents, revenues, income, issues and profits from the Mortgaged Property and apply such sums to the expenses of use, operation, and management;

(c) At Bank's option, complete any construction in progress on the Mortgaged Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Bank deems appropriate.

If the revenues produced by the Mortgaged Property are insufficient to pay expenses, the receiver may borrow, from Bank or otherwise, or Bank may borrow or advance such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Mortgage. The amounts borrowed or advanced shall bear interest at the highest rate then being charged on any of the Indebtedness from the date of expenditure until repaid and shall be payable by Borrower to Bank on demand.

11.4 **Manner of Nonjudicial Sale.** In exercising the remedies provided in paragraphs 10.1(f) and (h), Bank may sell all or any part of the Mortgaged Property as a whole or in parcels. Bank may bid at any public sale on all or any portion of the Mortgaged Property. Bank shall give Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Mortgaged Property is to be made, and notice given at least 10 days prior to the time of the sale or other disposition shall be conclusively presumed to be reasonable. A public sale conducted in the following fashion shall be conclusively presumed to be reasonable:

(a) Notice is given at least 10 days prior to the date of sale by publication once in a newspaper of general circulation published in the county in which the sale is to be held;

(b) The sale is held in a county in which the Mortgaged Property or any part is located or in a county in which Borrower has a place of business;

(c) Payment is required to be in cash or by certified check immediately following the close of the sale, except that if Bank bids it need not actually make payment;

(d) The sale is by auction, but it need not be by a professional auctioneer;

(e) The Mortgaged Property is sold as is and without any preparation for sale by Bank.

11.5 **Election of Remedies.** Election by Bank to pursue one remedy shall not exclude resort to any other remedy, and all remedies of Bank under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligatin under paragraph 12.7 shall neither prejudice Bank's right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided in this section.

11.6 **Application of Proceeds from Mortgaged Property.** All proceeds realized from the exercise of Bank's rights and remedies shall be applied as follows:

(a) To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses of any receiver or bank-in-possession, and the costs and expenses provided for in paragraph 12.3;

(b) To pay all amounts owed by Borrower payment of which is secured by this Mortgage;

(c) The overplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by a judicial proceeding, otherwise to the person or persons legally entitled thereto.

12. **Miscellaneous.**

12.1 **Notices.** Any notice under this Mortgage shall be in writing. Any notice to be given or document to be delivered under this Mortgage shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address specified in this Mortgage. Either party may by notice to the other designate a different address.

12.2 **Annual Reports.** If the Mortgaged Property is not a single family residence, Borrower shall within 60 days following the close of each fiscal year of Borrower, furnish to Bank a statement of net operating income received from the Mortgaged Property during Borrower's previous fiscal year in such detail as Bank shall require. "Net operating income" shall mean all cash receipts from the Mortgaged Property less all cash expenditures made in connection with the operation of the Mortgaged Property.

12.3 **Expenses.** In the event that Bank shall take any action, judicial or otherwise, to enforce the Notes, other portions of the Indebtedness, or any provision of this Mortgage, or if Bank shall be required to appear in any proceeding to protect and maintain the priority of this Mortgage, Bank shall be entitled to recover from Borrower all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors reports, costs of appraisals, and attorneys' fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action. Borrower shall reimburse Bank for expenses so incurred on demand with interest thereon at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid.

12.4 **Waiver.** A waiver by Bank of a breach of any provision of this Mortgage shall not constitute a waiver of that provision or of any succeeding breach of, or prejudice Bank's right otherwise to demand strict compliance with, the same or any other provision.

12.5 **Mortgage Binding upon Successors and Assigns.** Subject to section 9, this Mortgage shall be binding on and inure to the benefit of the successors and assigns of both Borrower and Bank. If ownership of the Mortgaged Property becomes vested in a person other than Borrower, Bank, without notice to Borrower, may deal with Borrower's successor with reference to this Mortgage and the Indebtedness by way of forebearance or extension without releasing Borrower from the obligations of this Mortgage or liability under the Indebtedness.

12.6 **Time of Essence.** Time is of the essence of this Mortgage.

12.7 **Bank's Right to Perform Obligations of Borrower.** If Borrower fails to perform any obligation required of it under this Mortgage, Bank without notice may take any steps necessary to remedy such failure. Borrower shall reimburse Bank for all amounts expended in so doing on demand with interest at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid. Such action by Bank shall not constitute a waiver of the default or of any other right or remedy which Bank may have on account of Borrower's default.

12.8 **Security Agreement; Financing Statements.** This instrument shall constitute a security agreement under the Uniform Commercial Code with respect to any personal property included in the Mortgaged Property and the rents, revenues, income, issues and profits therefrom (the Collateral). Borrower shall promptly execute the necessary financing statements in the form required by the Uniform Commercial Code in effect in the state in which the Collateral is located and shall file the statements at Borrower's expense in all public offices where filing is required to perfect the security interest of Bank in the Collateral. Bank may, at any time and at its option without further authorization from Borrower, file copies of this instrument as financing statements. Upon default Borrower shall, within three days after receipt of written demand from Bank, assemble the Collateral and make it available to Bank at a place designated by Bank.

12.9 **Release on Full Performance.** If Borrower pays the full Indebtedness when due and performs all obligations under this Mortgage, Bank shall, if requested, execute and deliver to Borrower a suitable satisfaction of this Mortgage.

12.10 **Applicable Law.** This Mortgage has been executed and delivered to Bank and all payments are to be made to Bank. The law of the State in which Bank is located shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Mortgaged Property is located, determining the rights and remedies of Bank on default. The law of the state where the Mortgaged Property is located shall control whether the property may be sold without judicial foreclosure.

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12.12 **Multiple Parties.** If there is more than one borrower the obligations imposed upon Borrower under this Mortgage shall be joint and several.

Gary Eiden aka Borrower Garry L. Eiden Kay Eiden aka Borrower Kathryn Eiden

Gary Eiden aka Garry L. Eiden — Kay Eiden aka Kathryn Eiden

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss
County of SUBLETTE)

On this day personally appeared before me GARRY L. EIDEN aka GARY EIDEN and KATHRYN EIDEN aka KAY EIDEN, husband and wife

to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 7th day of December, 19 84

Pamela Beard Notary Public State of Wyoming
BY County of Lincoln
Notary Public in and for the State of Wyoming
My Commission Expires: Aug 29, 1988

Pamela Beard

Residing at Kemmerer, Wyoming
My commission expires August 29, 1988

CORPORATE ACKNOWLEDGEMENT

STATE OF)
)ss
County of)

On this day of , 19 , before me personally appeared ,
to me known to be the and
to me known to be the
authorized agent(s) for the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, duly authorized by the corporation through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he was/were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

BY Residing at
Notary Public in and for the State of: My commission expires

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF)
)ss
County of)

THIS CERTIFIES that on this day of , 19 , personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named
known to me to be the person named in and who executed the foregoing instrument and who known to me to be member of the partnership of
acknowledge to me that he executed the instrument freely and voluntarily, by authority of the partnership, for the purposes and use herein mentioned, on behalf of the partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Before me:

BY Residing at
Notary Public in and for the State of: My commission expires

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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 BENJAMIN H. ADAMS AND DIANE E. ADAMS,
Husband and Wife
herein designated as Mortgagor, of 1265 Piney Drive, Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FIFTY THREE THOUSAND NINE HUNDRED SEVENTY SIX AND no/100ths---------- Dollars ($ 53,976.00), 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
The Richard Gill Company, P.O. Box 599, San Antonio, Texas 78292
a corporation organized and existing under the laws of the state of Texas
hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Five Hundred Seventy Six and 07/100ths---------- Dollars ($ 576.07), commending on the first day of February, 19 85, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2015, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

LOT 10 OF THE GUIO THIRD ADDITION TO THE TOWN OF BIG PINEY,
SUBLETTE COUNTY, WYOMING

This mortgage along with the attached rider are being recorded as one instrument.

204526

FILED: December 14 1984 3:00 PM
BOOK 42 Mtg PAGE 794
$10.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

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

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

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

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

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

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

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

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

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

11-25-92
Release - BOOK 13, Page 450 794

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

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

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within sixty 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 sixty days 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 Diane E. Adams wife of the said Benjamin H. Adams 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 14th day of December, 19 84

In the presence of --

Benjamin H. Adams

Diane E. Adams

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 14th day of December, 19 84, before me personally appeared Benjamin H. Adams and Diane E. Adams, Husband and Wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and NOTARIAL seal, this 14th day of December, A.D. 19 84

[SEAL] Edwin R. Adams Notary Public County of Sublette State of Wyoming My Commission Expires: July 28, 1988

My commission expires 7/28/88

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

U.S. GOVERNMENT PRINTING OFFICE : 1980-682-321

RIDER TO FHA FORM 2196 m

This rider is made this 14th day of December, 19 84, 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 THE RICHARD GILL COMPANY (the Lender) of the same and located at 1265 Piney Drive (property address)
Big Piney, Wyoming 83113

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 section (a) of paragraph 2.

2. Delete in its entirety the following verbage in paragraph 3, sentence 3: "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"

3. Delete in its entirety item (I) of section C in paragraph 2.

4. Delete in its entirety the following verbage in paragraph 3, sentence 4: "and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

5. Add the following sentence to paragraph 10. This option may not be exercised by the mortgagee when the ineligility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

By signing this rider, the borrower agrees to all of the above.

Benjamin H. Adams
Benjamin H. Adams

Diane E. Adams
Diane E. Adams

Subscribed and Sworn before me this 14th day of December, 19 84 .

Edwin R. Adams
Notary Public

Edwin R. Adams
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires: July 28, 1988

My Commission Expires:

SECOND

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LESTER W. ANDERSON, a/k/a LES ANDERSON, and GRACE B. ANDERSON, a/k/a GRACE ANDERSON, husband and wife, and NAN C. WILSON, an unremarried widow,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Ten Thousand Five Hundred and N0/100 ($10,500.00) ---------- Dollars, due 9/18/85 with interest from 9/18/84 at the rate of sixteen (16%) per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, payable in full with accrued interest thereon at the rate of 16% per annum; due 9/18/85.

do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. B ox 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M., SUBLETTE COUNTY, WYOMING.

Section 2: SW¼

Section 11: NW¼

TOWNSHIP 34 NORTH, RANGE 109 WEST, 6th P.M., SUBLETTE COUNTY, WYOMING.

Section 34: NE¼SE¼, S½SE¼.

TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and to prior mineral reservations of record.

This is a second mortgage to that certain Real Estate Mortgage concerning the same property and in favor of the Federal Land Bank of Omaha, a corporation, recorded at Book 19 of Mortgages, page 448 in the office of the Sublette County Clerk, 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 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 18th day of September A. D. 1984.

In the presence of

Les Anderson
LESTER W. ANDERSON a/k/a LES ANDERSON

Grace Anderson
GRACE B. ANDERSON a/k/a GRACE ANDERSON

Nan C. Wilson
NAN C. WILSON

RECORDED December 17 1984 10:00 A.M.
IN BOOK 42 Misc PAGE 798
FEES $6.25 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Devine

Rlse Book 13, Page 118

204552

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by LESTER W. ANDERSON, AND GRACE B. ANDERSON AND NAN C. WILSON,

this 18th day of September, 19 84

Witness my hand and official seal.

Jane M. Taylor
Signature

NOTARY PUBLIC
Title of Officer

My Commission Expires: 1/2/87

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 WITH RELEASE OF HOMESTEAD

NAN C. WILSON, a single woman, formerly known as NAN C. ANDERSON,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Fifty-Three Thousand and N0/100 ($53,000.00) Dollars, due 9/18/85 with interest from 9/18/84 at the rate of sixteen (16%) per cent per annum, payable annually evidenced by Two (2) promissory note S, of even date herewith, payable in full with accrued interest thereon at the rate of 16% per annum; due 9/18/85,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P.O. Box 519

PINEDALE, WYOMING 82941

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

PARCEL NO. 1: That part of Lot Three (3), Section 4, Township 33 North, Range 109 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows: BEGINNING at a point on the East line of Lot Three (3), Fifty (50') feet South of the Northeast Corner of Lot Three (3), Section 4, Township 33 North Range 109 West, 6th P.M., thence Westerly 166 feet in a line parallel to the North line of said Lot Three (3); thence southeasterly 260 feet to a point on the East line of said Lot Three (3); thence in a northerly direction to the point of beginning.

PARCEL NO. 2: Lots One (1), Two (2), Three (3), Four (4) and Five (5) of Block One (1) of the Jones Addition to the Town of Pinedale, Sublette County, Wyoming.

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; prior mineral reservations of record.

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

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

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

Dated this 18th day of September A. D. 19 84.

In the presence of

Nan C. Wilson

NAN C. WILSON formerly known as NAN C. ANDERSON

RECORDED: December 17 1984 10:00 AM
IN BOOK 42 Mtg PAGE 800
FEES $6.00 Nancy Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

RISE Book 13, Page 119

204553

801

State of WYOMING }
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Nan C. Wilson formerly known as Nan C. Anderson, this 18th day of September, 19 84.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

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, $

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robert G. Linn and Helena F. Linn, Husband and Wife herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Three Thousand One Hundred Twelve and no/100---------- Dollars ($3,112.00), with interest as evidenced by a promissory note dated December 10, 1984 herewith to the order of

First Wyoming Bank N.A.-Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

, hereinafter designated Mortgagee, principal and interest payable in one installments of $3,383.55 each on the 10th day of each month, beginning on the 10th day of January, 1985, 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 installment on July 10, 1985 hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Tract B, to-wit:

That part of the E½NE¼ and Lot 7 (NE¼SE¼) of Section 15 T30N, R110W, Sublette County, Wyoming described as follows:

SEE ATTACHED SCHEDULE A

204630

RECORDED December 20, 19 84 10:30 A.M
IN BOOK 42 Misc PAGE 802
FEES $ 10.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Lewis

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

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 Helena F. Linn wife of the said Robert G. Linn 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 our hand(s) this 10th day of December , 1984.

In the presence of—

x Robert G. Linn

& Helena F. Linn

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 10th day of December 1984, before me personally appeared Robert G. Linn Helena F. Linn to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notary seal, this 10th day of December , A. D. 19 84

(Seal)

My commission expires
September 1, 1985

Notary Public.

E04

SCHEDULE A

BEGINNING at the northeast corner of said Section 15 identical with the southeast corner of that tract of record in the Office of the Clerk of Sublette County in Book 20 of Deeds on Page 281 where found a 2" galvanized steel pipe with brass cap marked "T30N R110W S10 S11 1968";
S15 S14

thence S01°-18' E, the base bearing for this survey, 2640.29 feet, more or less, along the east line of said Section 15 to an intersection with the center-line of State Highway 351;

thence S69°-42.5'W, 1001.30 feet, more or less, along said centerline to an intersection with the east line of that tract of record in the said Office in Book 18 of Deeds on page 385;

thence along the east line of said tract of record in Book 18 as follows:

thence N07°-48' -48"W, 102.35 feet to a corner on the northerly right-of-way line of said Highway;

thence continuing N07°-48'-48"W, 137.98 feet to a 3/8" x 12" steel spike on the north line of said Lot 7, S87°-13'-48"E, 354.00 feet from the northwest corner of said Lot 7;

thence continuing N07°-48'-48"W, 916.25 feet to a corner;

thence N08°-48'-48"W, 639.72 feet to a corner;

thence N00°-00'-48"W, 91.73 feet to a corner;

thence N12°-52'- 12"E, 613.12 feet to a corner and leave said east line;

thence N61°-15'E, 604.47 feet to the southwest point of said tract of record in Book 20;

thence N67°-08.5' E, 512.28 feet along the southerly line of said tract of record in Book 20 to the CORNER OF BEGINNING:

ENCOMPASSING an area of 63.35 acres, more or less;

x Robert M. Linn

x Helena F. Linn

MORTGAGE

THIS MORTGAGE is made this 18th day of December, 19 84, between the Mortgagor, KURT W. BABCOCK and CARLENE J. BABCOCK HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, FIRST WYOMING BANK, N.A.-BIG PINEY, a corporation organized and existing under the laws of WYOMING whose address is 440 Budd Ave. Big Piney, Wyoming 83113 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Five Thousand and no/100---------Dollars, which indebtedness is evidenced by Borrower's note dated December 18, 1984 (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 17, 1985;

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

SEE ATTACHED

A parcel of land located in the SW¼NW¼, and the NW½SW¼ 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; and point being on the centerline of the Daniel-Merna County Road No. 23-112, of record in the Sublette County Clerk's office, Sublette County, Wyoming, Book 25 Miscellaneous, page 408; thence N.05°19'10"E., a distance of 1061.78 feet; thence S. 73°20'07"E., a distance of 423.94 feet; thence S.02°23' 36"W., a distance of 1126.89 feet; thence N.67°25'04"W., along the center line of said Daniel-Merna County Road a distance of 495.51 feet to the point of beginning. Said parcel of land contains 11.08 acres, more or less.
TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and to prior mineral reservations of record.
RESERVING TO GRANTOR all remaining oil, gas and other minerals together with the rights of ingress and egress to prospect for, mine and remove same.

204635

RECORDED December 20, 19 84 1:30 P.M.
IN BOOK 42 Misc. PAGE 806
FEES $10.00 Doris J. Wiser COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis DANIEL

which has the address of _____ [Street], _____ [City],
WYOMING 83115 [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.

R/SE - B.13, P.246 806

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 [redacted] ower's and Lender's written agreement or [redacted]le law. Borrower shall pay the amount of [redacted]ge insurance premiums in the manner provided under paragraph 2 hereof.

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 specifing: (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 and other persons signing below hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Kurt W Babcock
Borrower

Carlene J. Babcock
Borrower

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this December 18, 1984 by
(date)

KURT W. BABCOCK and CARLENE J. BABCOCK
(person acknowledging)

My Commission expires:
09/01/85

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

[redacted] Sublette County, Wyoming [redacted]
Real Estate Records

Energetics, Inc.

Group OAG
PC 1091
Acct. # 4023728

ASSIGNMENT OF MORTGAGE

Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Continental Bank"), for good and sufficient consideration, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver unto the Federal Deposit Insurance Corporation (the "FDIC") all right and claim of Continental Bank in, to and in respect of the mortgage documentation described on Exhibit A hereto, which mortgage documentation covers the property described on Exhibit B hereto.

This Assignment of Mortgage is made pursuant to, and is subject to the terms and provisions of, that certain Conveyance dated September 26, 1984 from Continental Bank to the FDIC, a copy of which Conveyance (without its Exhibit 1) is attached as Exhibit C hereto.

This Assignment of Mortgage may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which are identical, except that, to facilitate recordation or filing, in any particular counterpart portions of Exhibit B hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded or filed may have been omitted.

S. Curran and R. Steck, as trustees for Continental Bank under the mortgage documentation described on Exhibit A hereto, hereby join in the execution of this Assignment of Mortgage to evidence their consent to such assignment by Continental Bank.

IN WITNESS WHEREOF, Continental Bank and S. Curran and R. Steck, as Trustees, have executed this Assignment as of the 26th day of September, 1984.

SECURED PARTIES

S. Curran, Trustee

R. Steck, Trustee

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By _____
Vice President

Attest:
Title: Banking Officer
[Corporate Seal]

204637

RECORDED December 21 1984 8:00 AM
IN BOOK 42 Misc PAGE 810
FEES $5.25 Nancy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Names and Mailing Addresses of Trustees:

S. Curran, Trustee, and R. Steck, Trustee
231 South LaSalle Street
Chicago, Illinois 60697

Name and Mailing Address of Continental Bank:

Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

Name and Mailing Address of the FDIC:

Federal Deposit Insurance Corporation
550 17th Street, N.W.
Washington, D.C. 20429
Attention: Director, Division of Bank Supervision

This instrument was prepared by:

Catharine A. Haake, Esq.
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604

Name and Mailing Address of Debtor:

Energetics, Inc.
116 Inverness Drive East
Englewood, Colorado 80112-5397

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

BE IT REMEMBERED that I, Patricia Smith, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 26 day of September, 1984, there appeared before me severally each of the following persons, each being either a Trustee or else the designated officer of the association set opposite his name, and each such Trustee and association being a party to the foregoing instrument:

Fred F. Heuer, Vice President, and William P. Costa, Banking Officer, of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, whose address is 231 South LaSalle Street, Chicago, Illinois 60697; and

S. Curran
R. Stack
, whose addresses are 231 South LaSalle Street, Chicago, Illinois 60697, as Trustees.

CALIFORNIA — Before me personally appeared the aforementioned persons, known to me to hold the offices in the association set forth opposite their names above that executed the within instrument (or known to me to be Trustees, as the case may be), and known to me to be the person who executed the within instrument on behalf of the association therein named (or as Trustees, as the case may be), and acknowledged to me that such association (or Trustees, as the case may be) executed the same.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said association, or himself, as a Trustee, as the case may be.

ILLINOIS — The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the association set opposite their names (or as Trustees, as the case may be) on behalf of said association (or themselves, as Trustees, as the case may be).

KANSAS — The foregoing instrument was acknowledged before me this day by each such person, being the designated officer of the association set opposite his name (or a Trustee, as the case may be), on behalf of said association (or of himself, as a Trustee, as the case may be).

MONTANA and NORTH DAKOTA — Before me personally appeared each such person, each of whom is known to me to be the officer of the association described in and that executed the within instrument (or a Trustee, as the case may be), and acknowledged to me that such association (or Trustee, as

the case may be) executed the same.

NEBRASKA
and
NEW MEXICO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said association or himself as a Trustee, as the case may be.

OKLAHOMA — Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names of the respective makers thereof to the foregoing instrument in the capacities set forth opposite the names of such persons above, and each such person acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the association set opposite his name (or of himself as Trustee, as the case may be) for the uses and purposes therein set forth.

SOUTH
DAKOTA — On this day before me personally appeared each such person, each of whom is known to me to be the person whose name is subscribed to the foregoing instrument, and who (as the case may be) acknowledged himself to be the designated officer of the association set opposite his name, or a Trustee, as the case may be, and each acknowledged to me that (as the case may be, as such designated officer being authorized so to do) he executed the foregoing instrument for the purposes therein contained, by (as the case may be) signing the name of said association by himself as such designated officer (or by signing his name as Trustee, as the case may be).

TEXAS — This instrument was acknowledged before me on this day by each such person as the designated officer of the association set opposite his name (or a Trustee, as the case may be), on behalf of said association set opposite his name (or of himself as Trustee, as the case may be).

WYOMING — The foregoing instrument was acknowledged before me by the above individuals on this day.

WITNESS my hand and official seal.

Patricia Swiatly
Notary Public
Residing at 231 South LaSalle Street
Chicago, Illinois 60604

My commission expires:

My Commission Expires June 26th, 1986

EXHIBIT A

1. Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of August 1, 1983 from Energetics, Inc. to Continental Bank and trustees for Continental Bank, which document has been recorded and filed as set forth in Schedule I attached hereto.

2. First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of February 3, 1984 from Energetics, Inc. to Continental Bank and trustees for Continental Bank, which document has been recorded and filed as set forth in Schedule I attached hereto.

3. Second Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of May 1, 1984 from Energetics, Inc. to Continental Bank and trustees for Continental Bank, which document has been recorded and filed as set forth in Schedule I attached hereto.

4. Third Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of July 30, 1984 from Energetics, Inc. to Continental Bank and trustees for Continental Bank, which document has been recorded and filed as set forth in Schedule I attached hereto.

Schedule I

A. Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983, from Energetics, Inc. was recorded and filed as follows:

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
California Secretary of State - UCC Records	8-8-83 8:00 a.m.	No. 83167009
Ventura County, California - Official Records	8-9-83 8:31 a.m.	No. 86640
Colorado Secretary of State - UCC Records	9-21-83 9:46 a.m.	No. 655283
Morgan County, Colorado		
1. Real Estate Records	8-8-83 8:30 a.m.	Book 845, Page 936 (Reception No. 673625)
2. UCC Records	8-8-83 8:30 a.m.	Reception No. 49393
Rio Blanco County, Colorado		
1. Real Estate Records		
a. Mortgage	8-8-83 10:15 a.m.	Book 430, Page 819 (Reception No. 212520)
b. Financing Statement	8-8-83 10:15 a.m.	Book 430, Page 863 (Reception No. 212521)
2. UCC Records	8-8-83 10:15 a.m.	Reception No. 212521
Kansas Secretary of State - UCC Records	8-8-83 2:18 p.m.	No. 734651
Comanche County, Kansas		
1. Real Estate Records	8-11-83 9:00 a.m.	Vol. 66, Page 599
2. UCC Records	8-11-83 9:00 a.m.	No. 9022
Mississippi Secretary of State - UCC Records	8-8-83 8:00 a.m.	No. 1704
Simpson County, Mississippi		
1. Real Estate Records		
a. Mortgage	8-8-83 9:30 a.m.	Deed Book No. 755, Page 365
b. Financing Statement	8-8-83 9:00 a.m.	Deed Book No. 755, Page 573
2. UCC Records	8-8-83 9:00 a.m.	No. 83-805
Montana Secretary of State - UCC Records	8-8-83 3:46 p.m.	No. 141913

[redacted] [redacted] [redacted]

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Blaine County, Montana		
1. Real Estate Records	8-8-83 8:46 a.m.	Mortgage Book 64, Page 632 (No. 296256)
2. UCC Records	8-8-83 8:47 a.m.	No. 18012
Richland County, Montana		
1. Real Estate Records	8-9-83 8:50 a.m.	Mortgage Book B-116, Page 280 (Document No. 403705)
2. UCC Records	8-9-83 8:52 a.m.	Financing Statement No. 16492 (No. 403706)
Nebraska Secretary of State - UCC Records	8-8-83 9:31 a.m.	No. 060834
Cheyenne County, Nebraska		
1. Real Estate Records	8-8-83 11:00 a.m.	Book 160, Page 96 (No. 16550)
	8-8-83 11:00 a.m.	Book 160, Page 128 (No. 16551)
2. UCC Records	8-8-83 11:30 a.m.	No. 198 64
Deuel County, Nebraska		
1. Real Estate Records		
a. Mortgage	8-8-83 2:00 p.m.	Mortgage Book 46, Page 116 (No. 13517)
b. Financing Statement	8-8-83 2:15 p.m.	Mortgage Book 46, Page 148 (No. 13518)
2. UCC Records	8-8-83 2:25 p.m.	No. 78-13765
Garden County, Nebraska		
1. Real Estate Records	8-8-83 2:30 p.m.	Mortgage Book 34, Page 136
2. UCC Records	8-8-83 2:30 p.m.	No. 44421
New Mexico Secretary of State - UCC Records	8-8-83 10:20 a.m.	File No. 64,788
San Juan County, New Mexico		
1. Real Estate Records	8-8-83 12:50 p.m.	Book 971, Page 624 (Reception No. 26252)
2. UCC Records	8-8-83 12:50 p.m.	File No. 90482
North Dakota Secretary of State - UCC Records	8-8-83 4:45 p.m.	File No. 127,639
McKenzie County, North Dakota		
1. Real Estate Records	8-9-83 11:30 a.m.	Microfilm Document No. 253814
2. UCC Records	8-9-83 11:35 a.m.	No. 15149

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Williams County, North Dakota 1. Real Estate Records	8-8-83 9:48 a.m.	Microfilm Document No. 453702
2. UCC Records	8-8-83 9:49 a.m.	No. 35992
Oklahoma County Clerk - Central Filing UCC Records	8-8-83 2:16 p.m.	No. N005952
Custer County, Oklahoma 1. Real Estate Records	8-8-83 8:56 a.m.	Book 570, Page 642 (No. 11006)
2. UCC Records	8-8-83 9:10 a.m.	No. 2410
South Dakota Secretary of State - UCC Records	8-8-83 3:44 p.m.	No. 204147
Harding County, South Dakota 1. Real Estate Records	8-8-83 1:00 p.m.	Mortgage Book 69, Page 1 (No. 83-933)
2. UCC Records	8-8-83 1:00 p.m.	No. 83-157
Texas Secretary of State - UCC Records	8-8-83 8:00 a.m.	No. 177319
Brazos County, Texas 1. Deed of Trust Records	8-8-83 10:00 a.m.	Vol. 372, Page 208 (No. 272916)
	8-8-83 10:00 a.m.	Vol. 372, Page 229 (No. 272917)
2. UCC Records	8-8-83 10:00 a.m.	No. 2680
Colorado County, Texas 1. Real Estate Records	8-9-83 8:30 a.m.	Bond and Mortgage Vol. 255, Page 248 (No. 73459)
2. UCC Records	8-9-83 8:30 a.m.	No. 3792
Fayette County, Texas 1. Deed of Trust Records a. Mortgage	8-8-83 11:00 a.m.	Vol. 637, Page 798
b. Financing Statement	8-8-83 11:00 a.m.	Vol. 637, Page 827
2. UCC Records	8-8-83 11:00 a.m.	No. 17560
Gonzales County, Texas 1. Deed of Trust Records	8-8-83 2:00 p.m.	Vol. 161, Page 535 (No. 135234)
	8-8-83 2:00 p.m.	Vol. 161, Page 564 (No. 135235)
2. UCC Records	8-8-83 2:00 p.m.	No. 15465

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Lee County, Texas 1. Deed of Trust Records	8-8-83 1:50 p.m.	Vol. 96, Page 103 (Reception Record 4555)
2. UCC Records	8-8-83 1:50 p.m.	No. 11043
Wyoming Secretary of State - UCC Records	9-22-83 9:30 a.m.	No. 209235
Campbell County, Wyoming 1. Real Estate Records	8-8-83 12:22 p.m.	Photos Book 696, Page 555 (No. 533470)
2. UCC Records	8-8-83 2:40 p.m.	No. U99271
Johnson County, Wyoming 1. Real Estate Records	8-8-83 1:55 p.m.	Book 197, Page 202 (No. 27790)
2. UCC Records	8-8-83 1:55 p.m.	Security Agreement No. 25524 (No. 27791)
Sublette County, Wyoming 1. Real Estate Records	8-24-83 8:00 a.m.	Mortgage Book 40, Page 278 (No. 197633)
2. UCC Records	8-24-83 8:00 a.m.	No. U19060 (No. 197632)
Sweetwater County, Wyoming 1. Real Estate Records	9-22-83 9:00 a.m.	Book 744, Page 1175 (No. 909440)
2. UCC Records	9-22-83 9:00 a.m.	No. U-125612 (No. 909441)
Montana Department of State Lands	8-17-83	Lease Files
Texas General Land Office	9-24-83	Lease File No. M-86493
Bureau of Land Management - Wyoming State Office	9-28-83 9:30 a.m.	Lease Files

B. First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of February 3, 1984, from Energetics, Inc. was recorded and filed as follows:

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Colorado Secretary of State - UCC Records	2-9-84 3:12 p.m.	No. 686215
North Dakota Secretary of State - UCC Records	2-13-84 4:45 p.m.	File No. 133,607

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
McKenzie County, North Dakota 1. Real Estate Records	2-13-84 11:45 a.m.	Microfilm Document No. 259144
2. UCC Records	2-13-84 1:05 p.m.	Microfilm Document No. 15653
Wyoming Secretary of State - UCC Records	2-10-84 8:30 a.m.	No. 213595
Johnson County, Wyoming 1. Real Estate Records	2-10-84 1:05 p.m.	Book 201, Pages 629-45 (No. 32937)
2. UCC Records	2-10-84 1:05 p.m.	Security Agree- ment Number 26342
Sweetwater County, Wyoming 1. Real Estate Records	2-10-84 9:00 a.m.	Book 748, Pages 25-42 (No. 918372)
2. UCC Records	2-10-84 9:00 a.m.	No. U125612 (No. 918373)
Bureau of Land Mangement - Wyoming State Office	2-13-84 9:30 a.m.	Lease Files

C. The Second Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of May 1, 1984, from Energetics, Inc. to S. Curran and R. Steck, Trustees, and Continental Illinois National Bank and Trust Company of Chicago, was recorded and filed, among other places, as follows:

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Colorado Secretary of State - UCC Records	5-9-84 3:58 p.m.	No. 708753
North Dakota Secretary of State - UCC Records	5-14-84 4:50 p.m.	No. 137,035
McKenzie County, North Dakota 1. Real Estate Records	5-7-84 1:24 p.m.	Microfilm Document No. 261521
2. UCC Records	5-7-84 1:26 p.m.	Microfilm Document No. 16006
Wyoming Secretary of State - UCC Records	5-9-84 10:15 a.m.	No. 216831
Johnson County, Wyoming 1. Real Estate Records	5-7-84 4:30 p.m.	Book 205, Page 106 (No. 35529)
2. UCC Records	5-7-84 4:30 p.m.	No. 35530
Sweetwater County, Wyoming 1. Real Estate Records	5-8-84 3:05 p.m.	Book 752, Page 267 (No. 924547)
2. UCC Records	5-8-84 3:05 p.m.	No. 924546

[redacted] -[redacted] [redacted]

JURISDICTION	DATE/TIME	RECORDING AND FILING DATA
Bureau of Land Management Wyoming State Office	5-9-84 9:45 a.m.	Lease Files

D. Schedule of Recording and Filing Information

The Third Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of July 30, 1984, from Energetics, Inc. to Continental Illinois National Bank and Trust Company of Chicago, and S. Curran and R. Steck, Trustees, was recorded and filed as follows:

JURISDICTION	DATE/TIME	RECORDING & FILING DATA
Colorado Secretary of State - UCC Records	7/31/84 3:26 p.m.	No. 728503
North Dakota Secretary of State - UCC Records	8/3/84 11:30 a.m.	File No. 139738
McKenzie County, North Dakota		
1. Real Estate Records	7/31/84 11:00 a.m.	Microfilm Document No. 263848
2. UCC Records	7/31/84 11:02 a.m.	Microfilm Document No. 16249
Wyoming Secretary of State - UCC Records	7/31/84 10:17 a.m.	No. 219742
Johnson County, Wyoming		
1. Real Estate Records	7/31/84 9:00 a.m.	Book 207, Page 318 (No. 38173)
2. UCC Records	7/31/84 9:00 a.m.	SA No. 25524/ 26342
Sweetwater County, Wyoming		
1. Real Estate Records	7/31/84 9:05 a.m.	Book 754, Page 131 (No. 930295)
2. UCC Records	7/31/84 9:05 a.m.	No. 930296
Bureau of Land Management, Wyoming State Office	7/31/84 11:17 a.m.	Lease Files

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EXHIBIT B

[List of property descriptions]

Exhibit B to this Assignment of Mortgage consists of 196 pages (including this page), described as follows:

Page 1 - this page.

Pages 2 through 8 - pages listed as Exhibit AA to the First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of February 3, 1984 from Energetics, Inc. to Continental Bank and trustees for Continental Bank.

Pages 9 through 196 - pages listed as Exhibit A to the Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of August 1, 1983 from Energetics, Inc. to Continental Bank and trustees for Continental Bank.

Pursuant to the third paragraph of the first page of this Assignment of Mortgage, to facilitate recordation or filing, in any particular counterpart portions of this Exhibit B which may describe properties situated in counties other than the county in which such counterpart is to be recorded or filed may have been omitted.

Exhibit A to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983, from Energetics, Inc. to S. Curran and R. Steck and Continental Illinois National Bank and Trust Company of Chicago.

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
Federal 10-32	BPO 24.638342% APO 24.638342%	BPO 18.232373% APO 18.232373%	6/1/78	66	168	USA-W-63490	Superior Oil Corporation	T27N-R111W Sec. 32: NW/4 Sublette County, WY
Federal 30-32	BPO 18.478756% APO 18.478756%	BPO 13.674279% APO 13.674279%	6/1/78	66	168	USA-W-63490	Superior Oil Corporation	T27N-R111W Sec. 32: Lot 2 (29.65ac), SE/4SW/4, N/2SW/4
			12/1/66	47	447	USA-W-2690	Margaret E. Allen	T27N-R111W Sec. 32: Lot 1 (29.45 ac) Sublette County, WY

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Exhibit A to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983, from Energetics, Inc. to S. Curran and R. Steck and Continental Illinois National Bank and Trust Company of Chicago.

Mortgage
Energetics, Inc.
Sublette County,
Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
Federal 10-20	BPO 27.67147100% APO 16.42556100%	BPO 20.75360300% APO 13.22257600%	7/1/79	59	7	USA-W-68117	Ole M. Hanson	T27N-R111W Sec. 20: NW/4, NW/4SW/4, S/2SW/4
			9/1/77	64	278	USA-W-59776	Dorothy Langley	T27N-R111W Sec. 20: NE/4SW/4 Sublette County, WY
Federal 20-20	BPO 21.16648400% APO 19.30557900%	BPO 16.92271500% APO 15.54099100%	4/1/76	64	562	USA-W-54137	Melvin Meester	T27N-R111W Sec. 20: NE/4 Sublette County, WY
Federal 30-20	BPO 16.42556100% APO 16.42556100%	BPO 13.22257600% BPO 13.22257600%	7/1/79	59	7	USA-W-68117	Ole M. Hanson	T27N-R111W Sec. 20: NW/4SW/4, S/2SW/4
			9/1/77	64	278	USA-W-59776	Dorothy Langley	T27N-R111W Sec. 20: NE/4SW/4 Sublette County, WY
Federal 40-17	BPO 16.60288200% APO 16.60288200%	BPO 13.36532100% APO 13.36532100%	4/1/76	64	562	USA-W-54137	Melvin Meester	T27N-R111W Sec 17: SE/4 Sublette County, WY
Federal 40-20	BPO 22.04851600% APO 16.51422100%	BPO 17.21040000% APO 13.00494900%	7/1/79	59	7	USA-W-68117	Ole M. Hanson	T27N-R111W Sec. 20: SE/4 Sublette County, WY

Exhibit A to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983, from Energetics, Inc. to S. Curran and R. Steck and Continental Illinois National Bank and Trust Company of Chicago.

Mortgage
Energetics, Inc.
Sublette County, Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description
Federal 10-31	BPO 7.536749% APO 7.536749%	BPO 6.067083% APO 6.067083%	5/1/78	65	556	USA-W-62791	Robert W. Myers	T28N-R111W Sec. 31: Lot 1 (26.11ac), Lot 2 (26.34ac), E/2NW/4 Sublette County, WY
Federal 30-31	BPO 13.584559% APO 7.536749%	BPO 10.188419% APO 6.067083%	5/1/78	65	556	USA-W-62791	Robert W. Myers	T28N-R111W Sec. 31: Lot 3 (26.56ac), Lot 4 (26.79ac), E/2SW/4 Sublette County, WY
Federal 40-31	BPO 3.768374% APO 3.768374%	BPO 3.033541% APO 3.033541%	5/1/78	65	556	USA-W-62791	Robert W. Myers	T28N-R111W Sec. 31: W/2SE/4 Sublette County, WY

EXHIBIT B 16 of 196

Exhibit A to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983, from Energetics, Inc. to S. Curran and R. Steck and Continental Illinois National Bank and Trust Company of Chicago.

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
Federal 10-19	BPO 78.750000% APO 78.750000%	BPO 63.393750% APO 63.393750%	5/1/77	54	470	USA-W-58724	John B. Cuccia	T27N-R111W Sec. 19: Lots 1, 2, E/2NW/4 Sublette County, WY
Federal 10-30	BPO 78.750000% APO 78.750000%	BPO 63.829632% APO 63.829632%	5/1/77	54	470	USA-W-58724	John B. Cuccia	T27N-R111W Sec. 30: Lots 1, 2, E/2NW/4 141.36 acres, more or less. Sublette County, WY
Federal 20-19	BPO 19.687500% APO 19.687500%	BPO 15.848438% APO 15.848438%	6/4/79	62	46	USA-W-67808	Houston G. Williams	T27N-R111W Sec. 19: E/2NE/4
			5/1/77	54	470	USA-W-58724	John B. Cuccia	T27N-R11W Sec. 19: SW/4NE/4
			4/1/74	68	527	USA-W-44283	F. L. Shogrin	T27N-R111W Sec. 19: NW/4NE/4 Sublette County, WY
Federal 20-30	BPO 78.750000% APO 78.750000%	BPO 63.393750% APO 63.393750%	5/1/77	54	470	USA-W-58724	John B. Cuccia	T27N-R111W Sec. 30: NE/4 Sublette County,WY
Federal 30-30	BPO 78.750000% APO 78.750000%	BPO 63.829632% APO 63.829632%	5/1/77	54	470	USA-W-58724	John B. Cuccia	T27N-R111W Sec. 30: Lot 3, E/2SW/4 111.13 acres
			5/1/77	58	319	USA-W-62875	Energetics, Inc.	T27N-R111W Sec. 30: Lot 4, 31.43 acr Sublette County, WY
Federal 40-30	BPO 78.750000% APO 78.750000%	BPO 63.393750% APO 63.393750%	5/1/77	54	470	USA-W-58724	John B. Cuccia	T27N-R111W Sec. 30: SE/4 Sublette County, Wy

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Exhibit A to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983, from Energetics, Inc. to S. Curran and R. Steck and Continental Illinois National Bank and Trust Company of Chicago.

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
Federal #42-11	BPO 26.050000% APO 22.350000%	BPO 20.644625% APO 19.109250% BPO 1.050000% (ORR)	12/1/78	64	675	USA-W-65390	Energetics, Inc.	T27N-R111W Sec. 11: NE/4 Sublette County, WY

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Exhibit A to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983, from Energetics, Inc. to S. Curran and R. Steck and Continental Illinois National Bank and Trust Company of Chicago.

Mortgage
Energetics, Inc.
Sublette County,
Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description
Federal #10-28	BPO 14.091976% APO 14.091976%	BPO 10.428063% APO 10.428063%	2-1-78	67	646	USA-W-62117	R. Ken Williams	T27N-R111W Sec. 28: NW/4 Sublette County, WY
Federal #30-28	BPO 14.091976% APO 14.091976%	BPO 10.428063% APO 10.428063%	2-1-78	67	646	USA-W-62117	R. Ken Williams	T27N-R111W Sec. 28: N/2SW/4, SE/4SW/4 Sublette County, WY.
			9-1-79	67	653	USA-68454	Edward H. Judson	T27N-R111W Sec. 28: SW/4SW/4 Sublette County, WY.

1983

EXHIBIT B 188 of 194

EXHIBIT C

[Conformed copy of Conveyance]

Conformed Copy

EXHIBIT C

CONVEYANCE

This Conveyance from Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Continental Bank"), to the Federal Deposit Insurance Corporation (the "FDIC").

W I T N E S S E T H:

1. Continental Bank, for good and sufficient consideration, and subject to the terms and provisions hereof, by these presents does grant, bargain, sell, convey, assign, transfer, set over and deliver unto the FDIC all right and claim of Continental Bank in, to and in respect of those loans described in Exhibit I hereto and all rights, collateral and other assets relating thereto including, without limitation, (i) all accrued interest, claims in litigation, claims for amounts written off on the general books of Continental Bank, claims for breach of covenant and counterclaims by Continental Bank, to claims made against Continental Bank in respect of such loans, (ii) all the collateral and security interests relating to such loans, and (iii) all claims against guarantors of and obligors and co-obligors on, and other persons or parties in any way obligated in respect of, such loans, together with all agreements, promissory notes and documentation relating thereto in the possession of Continental Bank (collectively "Transferred Loans"), to have and to hold the Transferred Loans unto the FDIC, its successors and assigns, forever.

2. This Conveyance is made without any covenant or representation of title or warranty of title of any kind, express or implied, and without recourse against Continental Bank in the event of any failure of title to the Transferred Loans or any part thereof (except as specifically provided in Section 2.5 of the Implementation Agreement, dated as of August 23, 1984, among Continental Bank, the FDIC and the other parties thereto and except for warranty against prior conveyance, pledge of or granting of a security interest (other than the security interest of the Federal Reserve Bank of Chicago pursuant to a Security Agreement dated June 11, 1984) in any Transferred Loan or any part thereof by Continental Bank), but is made with full substitution and subrogation of the FDIC in and to all covenants and warranties by others heretofore given or made with respect to the Transferred Loans, respectively, or any part thereof. Settlement for breach of warranty shall be by substitution of other loans as to which there is no breach.

3. Notwithstanding Section 2, Continental Bank represents and warrants that the transfer of each Transferred Loan effected hereby is a valid transfer and that no consent, waiver or approval to the transfer effected hereby is required under the terms of any Transferred Loan transferred hereby, except such as have been obtained.

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4. With respect to any portion of any Transferred Loan which consists of collateral or security interests relating to loans described in Exhibit I hereto not delivered to the FDIC contemporaneously with the execution and delivery of this Conveyance, which collateral is in the possession of Continental Bank or which security interest is perfected by possession, Continental Bank hereby agrees and acknowledges that it possesses such collateral and security interests exclusively and solely as agent of the FDIC until such time as delivery of such collateral and security interests to the FDIC is made.

5. Continental Bank hereby constitutes and appoints the FDIC, its successors and assigns, the true and lawful attorney and attorneys of Continental Bank with full power of substitution, in the name and stead of Continental Bank but on behalf and for the benefit of the FDIC, its successors and assigns, to demand and receive any and all of the Transferred Loans, or any part of any Transferred Loan, transferred to the FDIC, its successors and assigns, whether by this Conveyance or otherwise, and to give receipts and releases in respect of any such Transferred Loan or any part thereof, to endorse any claim or right of any kind in respect of any such Transferred Loan or any part thereof, to execute further conveyances in respect of any such Transferred Loan or any part thereof, and to do all acts and things in rela-

tion to such Transferred Loans which the FDIC, its successors or assigns may deem desirable, Continental Bank hereby declaring that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by Continental Bank or its successors and assigns or by its dissolution or in any other manner or for any reason whatsoever.

6. Continental Bank expressly agrees and acknowledges that the transfer effected hereby is a transfer to the FDIC, its successors and assigns, of all the benefits and proceeds of, and all rights and interests in, the Transferred Loans, and such transfer is not in any way subject to the assumption by the FDIC of any of the liabilities, obligations or responsibilities relating to the Transferred Loans or any part thereof, except where the transfer would result in the obligation of the FDIC to pay the reasonable and necessary expenses of collection of such Transferred Loans and reasonable and necessary expenses with respect to collateral, assets, security interests and guarantees relating to such Transferred Loans. Specifically, Continental Bank expressly agrees and acknowledges that, as provided in Section 2.3 of the Implementation Agreement, the FDIC will not, except as it may specifically agree or as provided in the next paragraph, be responsible for further advances with respect to the Transferred Loans. Continental Bank agrees to indemnify

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and defend the FDIC and to hold it harmless against any loss or liability incurred by the FDIC due to any claim that the FDIC assumed any liabilities, obligations or responsibil - ties relating to the Transferred Loans or any part thereof not expressly assumed hereby.

The FDIC hereby assumes the obligation of Continental Bank to make any advances Continental Bank is required to make (whether as the result of a drawing under a letter of credit or loan commitment or otherwise) after the date hereof pursuant to any obligation to make such advance which was legal, valid and binding upon Continental Bank on May 31, 1984 (but not including advances made pursuant to roll-overs, extensions, renewals and the like allowed after May 31, 1984, unless Continental Bank had a legal, valid and binding obligation to effect any such roll-over, extension, renewal or the like on May 31, 1984), and which advance, if made immediately prior to this Conveyance, would have been secured by collateral or security interests transferred to the FDIC hereby or pursuant hereto. In respect of any such advance made by the FDIC, (i) Continental Bank will, upon request, pay to the FDIC an amount equal to the amount of such advance, and (ii) such payment by Continental Bank shall be applied as a cash payment in reduction of the Continental Bank Note as provided in Section 2.2 of the Implementation Agreement. If, as a result of the FDIC having made such advance(s), it is claimed that the FDIC

incurred any loss or liability for (i) further advances to the same borrower or (ii) other liabilities, obligations or responsibilities relating to or arising from the making of such advance(s) not expressly assumed by the FDIC hereby, Continental Bank hereby agrees to defend, indemnify and hold harmless the FDIC against such loss or liability. The FDIC does not hereby assume any obligation to fund any advance as provided herein unless such advance, if made by Continental Bank, would be eligible for sale to the FDIC without the consent of the FDIC as a Transferred Loan pursuant to Section 2.2 of the Implementation Agreement at the time the advance is to be made. The obligation created by any advance by the FDIC hereunder shall, after the making thereof, be deemed to be a Transferred Loan for all purposes of the Implementation Agreement.

7. Continental Bank expressly agrees and acknowledges that in any case in which any collateral, assets, security interests, guarantees or obligations of any person or persons relating to a Transferred Loan also relate to a loan or obligation of Continental Bank that is not transferred hereby to the FDIC, the transfer effected hereby is a transfer to the FDIC of any and all such collateral, assets, security interests, guarantees or obligations of any person or persons, and Continental Bank shall not retain any interest in any such collateral, assets, security interests, guarantees or obligations of any person or persons.

8. Continental Bank agrees promptly to use its best efforts to execute and deliver or record and file all such other additional instruments, notices and other documents and to do all such other and further acts and things as may be reasonably necessary or as may be reasonably requested by the FDIC to more fully and effectively grant, convey and assign to the FDIC the Transferred Loans hereby.

9. This Conveyance and the rights and obligations hereunder shall be governed by and construed in accordance with the Federal law of the United States (including statutes, case law, regulations, rulings, or interpretations of the United States or any agency thereof) and the law of the State of Illinois to the extent that state law is not inconsistent with Federal law.

IN WITNESS WHEREOF, Continental Bank has executed this Conveyance this 26th day of September, 1984.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO

By: Richard S. Brennan
Title Executive Vice President

Attest:

Kevin J. Hallagan
Title Senior Vice President,
Associate General Counsel and
Assistant Secretary of
The Board of Directors

FEDERAL DEPOSIT INSURANCE
CORPORATION

By: Paul G. Fritts
Title Regional Director

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JAMES T. MARIANO and BEVERLY A. MARIANO, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common,

mortgagors, of Sublette County, State of Wyoming, to secure the payment of Sixty-five Thousand and no/100 Dollars, due December 24, 1994 with interest from Dec. 24, 1984 at the rate of 12% per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, payable in 120 equal monthly payments of $932.57 which includes interest at the rate of 12% per annum; ~~the first said payment due January 24, 1985 and monthly thereafter until~~ paid in full; James T. Mariano and Beverly A. Mariano do hereby mortgage to Western Services, Inc., a Wyoming corporation, mortgagee, whose address is P.O. Box 99, Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

East forty (40) feet of Lots 17 and 18, and the South seven (7) feet of Lot 16, Block 4, original townsite of Pinedale, Sublette County, Wyoming; as the same appears of record on the official plat thereof as filed and of record in the office of the County Clerk, 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 or of record and to easements and rights-of-way of record or in use; and
SUBJECT TO: prior mineral reservations of record.

204666

RECORDED December 26, 19 84 4:15 P. M.
IN BOOK 42 Mtg. PAGE 836
FEES $6.00 Louise Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Lewis

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 26 day of December A. D. 19 84.

In the presence of

James T. Mariano
JAMES T. MARIANO

Beverly A. Mariano
BEVERLY A. MARIANO

Released 12/1/92
Book 16 Rel
Page 165

State of WYOMING }
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by James T. Mariano and Beverly A. Mariano, this 28th day of December, 1984.

Witness my hand and official seal.

Elaine Hart
Signature
Notary Public
Title of Officer

My Commission expires January 5, 1988

My Commission Expires: _____

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of _____ } ss.

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

_____
County Clerk and Ex-Officio Register of Deeds.

By _____
Deputy Clerk

No. _____ Fees, $_____

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Donald R. Lamb and Orla V. Lamb, husband and wife herein designated as Mortgagor, of , County of Sublette , State of Wyoming , to secure the payment of the principal sum of THIRTY THOUSAND, TWELVE AND NO/100---------- Dollars ($30,012.00), with interest as evidenced by a promissory note dated December 17, 1984 herewith to the order of

AMERICAN NATIONAL BANK LARAMIE

FULL AT MATURITY , hereinafter designated Mortgagee, principal and interest payable in [illegible] each on the first day of each month, beginning on the first day of [illegible], 19[illegible], 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 15, 1985 , hereby mortgages to said Mortgagee, the following-described real estate situated in County, State of Wyoming, to wit:

Lot, parcel and tract number three (3) of Boulder Lake Country Estates, First Filing, a townsite additon to Sublette County, Wyoming, as depicted and described on the plat thereof which was recorded on July 10, 1972, in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, in Book 28 of Miscellaneous Records at Page 239, and which addition is platted over portions of Sections three (3) and ten (10) in Township 33 North, Range 107 West of the 6th P.M., said County and State; TOGETHER with all improvements thereon, and easements, appurtenances, incidents and rights belonging and appertaining thereto and used in connection therewith; SUBJECT, however, to all reservations, restrictions and covenants of record, including those contained in the Declaration of Protective Covenants recorded in said office on July 10, 1972, in Book 28 of Miscellaneous Records, at page 236.

204713

RECORDED December 31 1984 9:00 A.M.
IN BOOK 42 Mortgages PAGE 838
FEES $8.00 Lois J. Yake! COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney

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 payment date prior to maturity.

2. That the Mortgagor will be responsible for and will pay all ground rents, taxes, assessments, water rents and other governmental or other lawful charges, and will pay same in the following manner:

Released BK. 15 Rel e pg. 339

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:

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

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

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

(II) interest on the indebtedness secured hereby; and

(III) amortization of the principal of said indebtedness.

The Mortgagee shall hold such sums without interest and use the same to pay the premiums, ground rents, taxes, and assessments, refunding any excess to the Mortgagors or crediting the Mortgagors with the same; but if the amounts paid monthly shall be insufficient to pay the premiums, ground rents, taxes and assessments when due, then the Mortgagors shall pay the deficiency to the Mortgagee on demand. Mortgagee reserves the right to apply all sums as provided for in this paragraph to payment of any amount due and otherwise unpaid on the Mortgage note and this Mortgage. Mortgagee has the option to waive the requirement of paying sums in addition to the monthly installments of principal and interest payable under the terms of the note secured hereby such as are provided for in this paragraph, but the granting of this option howsoever often shall not constitute a waiver of the right to the enforcement of the requirements of this paragraph upon notice to the Mortgagor.

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 all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

7. It is further agreed that this mortgage shall become due and payable in full forthwith at the option of the mortgagee if the mortgagor, his executors, administrators or assigns convey away said premises or if title thereto shall become vested in any person or persons in any manner whatsoever, and the acceptance of any monthly payments by the mortgagee shall not constitute a waiver of the option herein contained.

8. 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 r[redacted] note and all other obligations, [redacted]or contingent, of any maker or endorser hereof to payee [redacted] become due and payable immed[redacted]ithout notice or demand. [redacted]

of any insta[redacted]hereof, or any part thereof, or in [redacted] breach of any covenant or agree[redacted]ein 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 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.

9. 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.

10. 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.

11. 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 Orla V. Lamb wife of the said Donald R. Lamb 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 17th day of December, 1984.

In the presence of—

Jodi Sprague

X Donald R. Lamb

X Orla V. Lamb

THE STATE OF WYOMING }
COUNTY OF Albany } ss:

On this 17th day of December 1984, before me personally appeared Donald R. Lamb and Orla V. Lamb 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 17th day of December, A. D. 1984.

Jodi E. Sprague
Court (Seal)
Albany
Notary Public
[illegible]

My commission expires [illegible]

Jodi E. Sprague
Notary Public.

Frontier Printing & Mailing Co.
—Cheyenne—

841

Released Rec'd Feb 1985 pg 157

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MASON & TWICHELL, P.C., a professional corporation

mortgagor, of Sublette County, State of Wyoming, to secure the payment of One Hundred Eighteen Thousand and no/100----- Dollars, due 6/20/95 with interest from 12/20/84 at the rate of 15, per cent per annum, payable semi-annually evidenced by one promissory note, of even date herewith, payable in 20 semi-annual payments of $11,574.88 each which include interest at the rate of 15% per annum; first said payment due 6/20/85 and semi-annually until paid in full do es hereby mortgage to

mortgagee, whose address is FIRST NATIONAL BANK OF PINEDALE
Box 519, Pinedale, Wy. 82941

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

Lots Fifteen (15), Sixteen (16) and Seventeen (17), Block Nine (9), Excepting the West Thirty-Five (35) Feet of Lot Seventeen (17), Block Nine (9), Patterson's First Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears of record on the official map or plat thereof file 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 or of record and to easements and rights of way of record or in use; and to prior mineral reservations of record.

20479

RECORDED December 31, 19 84 8:00 A. M.
IN BOOK 43 Mtg. PAGE 541
FEES $6.00 Lora J. Yahl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M Deuel

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

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

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

Dated this 20th day of December A. D. 19 84.

In the presence of

ATTEST: SEAL

BY

Its: Secretary William A. Twichell

Mason & Twichell, P.C.

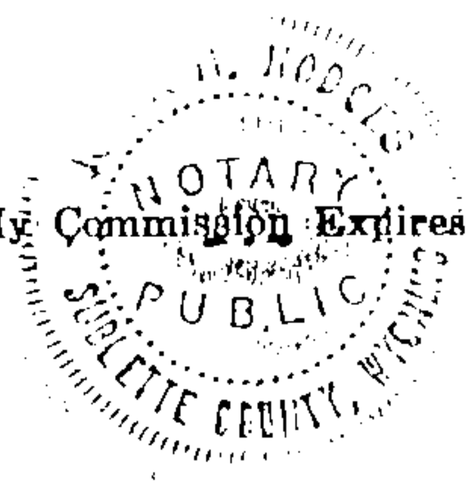
By Donald R. Mason

Its: President

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Mason & Twichell, P.C., a professional corporation, by _____, (Its) _____, this 20 day of December, 19 84.

Witness my hand and official seal.



Johnnie M. Hodges
Signature
Notary Public
Title of Officer

My Commission Expires: Nov. 19, 1987

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, $ ...

9-26-86

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 31, 19 84 The mortgagor is Randy C. Tolman and Jill Tolman, husband and wife ("Borrower"). This Security Instrument is given to Rocky Mountain Federal Savings & Loan Association, which is organized and existing under the laws of The United States of America, and whose address is 2020 Carey Avenue ("Lender"). Borrower owes Lender the principal sum of--------seventy nine thousand and no/100---------- Dollars (U.S. $ 79,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in Uinta County, Wyoming:

That Part of Lot 9, AMENDED MEADOW CANYON ESTATES, SUBLETTE COUNTY WYOMING described as follows:

Beginning at the northeast corner of said Lot 9 identical with the centerline of First North Road; thence S.01°00'00" W., 641.03 feet along the east line of said Lot 9; thence, continuing S.01°00'00"W., 46.90 feet along said east line to the southeast corner of said Lot 9; thence, N.87° 12'25.4'W., 315.51 feet along the south line in part of said Lot 9; thence N.01°00'00"E., 690.60 feet to an intersection with the North line of said Lot 9 identical with the said centerline of First North Road; thence, S86°43'22.7"E., 315.61 feet along said identical line to the corner of beginning.

204734

RECORDED December 31 1984 3:30 PM
IN BOOK 42 Misc. PAGE 843
FEES $10.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney

which has the address of 342 County Road [Street], Marbleton [City], Wyoming 83113 [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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

[redacted] [redacted] [redacted]

NON-UNIFORM COVENANTS. Borrower and Lender further c[illegible]nant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 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. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ 2-4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Randy C. Tolman (Seal) -Borrower

Randy C. Tolman (Seal) -Borrower

Jill Tolman (Seal) -Borrower

Jill Tolman (Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING)
COUNTY OF UINTA) SS

The foregoing instrument was acknowledged before me by Randy C. Tolman and Jill Tolmanh, husband and wife on this 31st day of December, 1984

My Commission expires: March 22-1988

Notary Public

847 Rsd Bk 12 pg 672
761

MORTGAGE

THIS MORTGAGE is made this Fourteenth day of December, 19 84, between the Mortgagor, Charles W. Seyfang, a single man and Doris J. Seyfang-Davis, fka Doris J. Seyfang, a married woman (herein "Borrower"), and the Mortgagee, AMERICAN STATE BANK OF JACKSON, JACKSON, WYOMING, a corporation organized and existing under the laws of , whose address is 990 West Broadway, P.O. Box 1808, Jackson, Wy. 83001 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Thousand and 00/100------ ---------- Dollars, which indebtedness is evidenced by Borrower's note dated December 14, 1984 (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 14, 1989.

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

Lots 1, 2, 3, 4, 5 and 6, Block 19 of the Hennick Addition to the Town of Pinedale, according to the official plat of record in the Office of County Clerk, Sublette County, Wyoming.

204803

RECORDED January 4 1985 9:30AM
IN BOOK 142 Mtg PAGE 847
FEES $10.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Charles W. Seyfang
Charles W. Seyfang, a single man —Borrower

Doris J. Seyfang-Davis
Doris J. Seyfang-Davis fka Doris J. Seyfang, a married woman —Borrower

STATE OF WYOMING,

County ss:

The foregoing instrument was acknowledged before me this Dec. 14, 1984 (date) by

Charles W. Seyfang, a single man and Doris J. Seyfang-Davis fka Doris J. Seyfang, a married woman
(person acknowledging)

My Commission expires:

Deborah A. Thurman
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

Rlse Mtg. Book 12, Page 696 851
6-6-85

204821

RECORDED January 7 1985 11:30 AM
IN BOOK 42 Mtg PAGE 851
FEES $10.00 Lavon J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 30th, 19 84 The mortgagor is Debra A Hecox, a single person ("Borrower"). This Security Instrument is given to SECURITY FIRST SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of THE STATE OF WYOMING, and whose address is 2501 E. Lincolnway Cheyenne, Wy 82001 ("Lender"). Borrower owes Lender the principal sum of Eighty-Five Thousand and no/100---------- ----------Dollars (U.S. $ 85,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1st, 1985. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in Sublette County, Wyoming:

Undivided 1/3 interest in and to:
Township 38 North, Range 110 West of the 6th P.M., Sublette County, Wyoming.
Section 36: NE¼ Excepting Therefrom the Gypsum Creek Subdivision, Gypsum Creek Subdivision No.2 Gypsum Creek Subdivision No.3, Gypsum Creek Subdivision No.4 and the tracts in the NE¼ of said Section 36 Conveyed in the following deeds:
Recorded August 25,1964 in Book 12 of Deeds, Page 335;
Recorded September 19,1974 in Book 17 of Deeds, Page 241;
Recorded June 17,1976 in Book 18 of Deeds, Page 430;
Recorded January 19,1977 in Book 19 of Deeds, Page 72;
Recorded February 11,1977 in Book 19 of Deeds, Page 124;
Recorded July 25,1977 in Book 19 of Deeds, page 344;
Recorded July 25,1977 in Book 19 of Deeds, page 345;
Recorded June 4, 1980 in Book 6 of Quitclaim Deeds, page 341 AND
Recorded June 4, 1980 in Book 6 of Quitclaim Deeds, page 343.
NOTE: See Copies of above mentioned conveyances attached hereto.

which has the address of P.O. Box 538 (Street) Pinedale (City)
Wyoming 82941 (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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

[redacted] [redacted] [redacted]

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

[redacted] [redacted] [redacted]

NON [redacted] COVENANTS. Borrower and Lender fur[redacted]enant and agree as follows: [redacted]

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 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. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ 2-4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Debra A. Hecox _____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING Laramie COUNTY ss:

The foregoing instrument was acknowledged before me this November 30,1984 by
(date)
Debra A. Hecox, a single person
(person acknowledging)

My Commission Expires: Cheryl A. Coyle
(Notary)

NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 10, 1987

UB-045 DEED OF TRUST, MORTGAGE, SECURITY AGREEMENT & ASSIGNMENT - OIL & GAS 1984

The State of Wyoming

Counties of Sublette

Deed of Trust, Mortgage, Security Agreement and Assignment

Know All Men By These Presents:

That the undersigned Doyle Hartman and wife Margaret Hartman

hereinafter sometimes referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid by Don B. Jones

Trustee, hereinafter called "Trustee", the receipt of which is hereby acknowledged, and for and in consideration of the debt and trusts hereinafter mentioned, does GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY unto Trustee, and to his successors in this trust, and to his or their respective successors and assigns hereunder forever, the oil, gas and mineral interests described on Schedule "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the aforesaid properties and interests, together with all and singular the rights, privileges, contracts, members, hereditaments, appurtenances and personal property and equipment, including but not limited to surface or subsurface physical equipment in all oil and gas wells, machinery, tanks, supplies, pipelines, water lines, casing, pumping equipment, structures, houses and improvements, now or hereafter at any time before the foreclosure or release hereof, in anywise appertaining or belonging thereto, unto the Trustee and to his successors hereunder and to his or their assigns, forever; and said Grantor hereby binds and obligates himself, his heirs, legal representatives, successors and assigns, to warrant and defend forever, all and singular, the said properties and interests unto the Trustee, his successors hereunder and to his or their assigns, forever, against the lawful claims of any and all persons whomsoever claiming or to claim the same or any part thereof.

1. This conveyance is made in trust, however, to secure payment of a promissory note of even date herewith, executed by Grantor, payable to United Bank, N.A., Midland, Midland County, Texas, hereinafter called "Mortgagee", or its order at the office of Mortgagee, as follows:

~~In the principal amount of $350,000.00 dated October 26, 1984, due April 26, 1985 with interest payable as described therein.~~

In the principal amount of $4,953,778.49 dated October 26, 1984, due October 26, ~~1985~~ 1989 with interest payable as described therein.

204847

RECORDED January 8 1985 8:24 AM
IN BOOK 42 Mtg PAGE 855
FEES 16.00 Lavina York COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McClure

bearing interest at the rate recited in said note, upon the unpaid principal amount thereof from time to time remaining unpaid, which said note contains provisions for acceleration of maturity and the payment of reasonable attorney's fees upon contingencies therein stated.

2. Notwithstanding any provision contained in this deed of trust which might be construed to the contrary, it is hereby expressly understood and agreed that this deed of trust and the lien herein created shall secure payment, not only of the indebtedness specifically described in and evidenced by the above described note, but also shall secure payment of any and all other debts presently owed by Grantor to Mortgagee, as well as any and all additional loans or advances hereafter made by Mortgagee to Grantor, and any and all renewals, extensions and rearrangements of all or any part of the indebtedness anywhere described or referred to herein and secured hereby.

3. If the said Grantor shall well and truly pay off and discharge at maturity thereof, according to the tenor and effect thereof, the above described note, together with any and all renewals and extensions thereof, and shall well and truly pay any and all other indebtedness secured hereby (all of such obligations being hereinafter referred to as "indebtedness"), and the Grantor shall well and truly perform all of the covenants contained herein, then this conveyance shall become null and void and this instrument shall be released in due form at Grantor's expense, otherwise to remain and continue in full force and effect.

4. Should Grantor default or fail to promptly and punctually pay the indebtedness hereby secured or any part thereof, principal or interest, as the same shall become due and payable, or if Grantor should default in the observance or performance of any of the covenants hereof, then it shall be the duty of Trustee, or his successor, as herein provided, at the request of the legal holder of said indebtedness, to enforce this trust and to sell, as an entirety or in parcels, as the Trustee acting may elect (all rights to a marshaling of the assets and properties of Grantor, including the property herein conveyed, being expressly waived), the said properties, or any part thereof at the Courthouse door of the County where said property is situated, on the first Tuesday of any month between the hours of ten o'clock a.m. and four o'clock p.m. to the highest bidder for cash at public auction, first giving at least twenty one (21) days notice of the time, place and terms of sale by publicly advertising the same by posting or causing to be posted, written or printed notices thereof at the county courthouse door in said county wherein said property is situated. If the property is situated in more than one county, then notices as herein provided shall be given in each such county, and the property may be sold in any of such counties, with such notices designating the county where the property will be sold. In addition, Mortgagee shall, at least twenty-one(21) days preceding the date of such sale, serve written notice of the proposed sale by Certified Mail on each debtor obligated to pay such debt according to the records of Mortgagee. Service of such notice shall be completed upon deposit of the written notice, enclosed in a postpaid wrapper, properly addressed to such debtor (or debtors) at the most recent address as shown by the records of Mortgagee, in a post office or official depository under the care and custody of the United States Postal Service. Said Trustee shall make due conveyance to the purchaser or purchasers, with a general warranty binding the Grantor, his heirs, legal representatives, successors and assigns. At any sale hereunder, whether by Trustee or under judicial foreclosure, the holder of the indebtedness secured hereby shall have the same right as any other person to bid and purchase, and may so purchase free of any claim of the Grantor to redeem or repurchase; and such holder of said indebtedness shall be entitled to have credited upon the purchase price of the property so purchased in lieu of cash payment, any and all sums properly payable out of the net proceeds of said sale to such holder of the indebtedness secured hereby, then owing and payable to such holder, upon giving appropriate credit therefor on the note or other evidence of such indebtedness so owing to such holder, but the balance, if any, of the bid or bids of such holder shall be payable by it in cash. Out of the proceeds arising from the sale as hereinabove provided, Trustee shall first pay all expenses of advertising, sale and conveyance, including a commission of five percent (5%) to the Trustee acting, and shall then pay the full amount of said indebtedness to the legal holders of the same, together with any and all other charges and advances secured by this instrument, and the balance, if any, shall be paid to the Grantor herein, his heirs, legal representatives, successors or assigns.

5. In case of the inability, refusal or failure of Trustee herein named, or any acting Substitute Trustee hereunder, to act after request by the holder of said indebtedness in person, or by letter addressed to the acting Trustee, or Substitute Trustee at his last known address, or if Mortgagee should determine that its best interests would be served by the appointment of another person to act as Trustee hereunder, then, in any such contingencies, a Successor or Substitute Trustee may be named, constituted and appointed by the holder of said indebtedness without procuring the resignation of the former Trustee and without other formality than an appointment and designation in writing by the holder of said indebtedness, and this conveyance shall vest in the Successor or Substitute Trustee all of the title, powers and duties herein vested in Trustee, and the conveyance of the Successor Trustee shall exist as often and whenever any of said contingencies should occur.

6. It is expressly agreed that the recitals in any conveyance made to the purchaser or purchasers at any foreclosure sale, either by Trustee, or any Successor or Substitute Trustee, shall be full proof and evidence of the matters therein recited, and no other proof shall be required of the performance of this trust; and all prerequisites of said sale, as to default, request to enforce this trust, advertising, resignation, failure or refusal of a Trustee to act, or appointment of a Substitute Trustee, and any and all requirements herein contained shall be presumed to have been performed, and any recitals in any deed from the Trustee or any Substitute Trustee may be taken and construed in any court as prima facie evidence of the facts recited. Any sale made upon the powers herein granted shall be a perpetual bar against the Grantor, his heirs, legal representative, successor and assigns, and all persons claiming under him.

7. In consideration of the indebtedness hereinabove described, Grantor specifically covenants and agrees as follows.

(a) The property interests above described are owned by Grantor free and clear of all encumbrances.

(b) Grantor will pay and discharge all taxes or assessments which may be levied or assessed on said property or which might constitute a lien thereon before the same become delinquent; and in the event Grantor shall fail or refuse to pay or discharge the same, the holder of said indebtedness or the then acting Trustee hereunder shall have the right, but shall not be obligated, to pay off said charges against said property and shall be subrogated to the rights, liens and equities thereof, and the amount so paid, together with interest at the rate which the principal of the indebtedness shall bear after default from the date of payment, shall be added to said indebtedness and shall be a part of the indebtedness secured by the lien hereby given.

[redacted] [redacted] [redacted]

(c) Grantor, without the written consent of the holder of said note, or other indebtedness secured hereby, will not sell, assign or mortgage said properties, or place any other lien against said properties or permit any such lien to be placed thereon as security for any sum.

(d) Grantor, during the existence of the indebtedness secured hereby, will furnish, or cause to be furnished, to the holder of said note monthly reports of minerals produced and saved, acceptable and satisfactory to such holder, as may be required or requested from time to time by such holder.

(e) Grantor, at the request of the holder of the indebtedness secured hereby, will execute and deliver all other and further instruments in writing necessary to vest in the Trustee the full and unencumbered rights, titles, interests and equities which are purported to be covered hereby.

(f) As to oil, gas and mineal leasehold estate working interests, if any, shown on the attached Schedule "A", Grantor will cause said leasehold estates to be developed and continuously operated in a good and workmanlike manner and in accordance with applicable laws, rules and regulations, will not surrender, abandon or release same, in whole or in part, without the written consent of Mortgagee, and will cause to be promptly and currently paid all costs and expenses hereafter incurred in connection with the development, operation and maintenance thereof.

8. As further security for the payment of the indebtedness secured hereby, Grantor does hereby transfer, assign and convey unto Mortgagee all proceeds of oil, gas and other minerals apportionable to the above described interests from and after the date of this deed of trust, and Grantor hereby authorizes and empowers Mortgagee to demand, collect and receive said oil, gas and other minerals, and the proceeds therefrom, produced or mined, and to be produced or mined from the interests of Grantor in said properties, and to execute any release, receipt, division order, transfer order and relinquishment or other instrument that may be required or necessary to collect and receive such production or the proceeds therefrom; and the Grantor hereby authorizes and directs all pipeline companies, gathering companies, and others purchasing production from said properties above described or having in their possession any production from said properties, or the proceeds therefrom, to pay and deliver to Mortgagee all such production or proceeds therefrom accruing; and Grantor agrees that all division orders, transfer orders, receipts and other instruments which Mortgagee may from time to time execute and deliver for the purpose of collecting or receipting for such production or the proceeds therefrom may be relied upon in all respects and that the same shall be binding upon Grantor, his heirs, legal representatives, successors and assigns. Grantor agrees to execute and deliver all necessary, convenient and appropriate instruments, including transfer and division orders, which may be required by Mortgagee in connection with the receipt by Mortgagee of such production or the proceeds therefrom and to indemnify and keep and hold Mortgagee free and harmless from all parties whomsoever having or claiming an adverse interest in said lease, properties and interests and the production and proceeds therefrom, and in this respect agree to pay all expenses, costs, charges and reasonable attorney's fees which may be incurred by Mortgagee or other holder of said indebtedness, as to any of said matters.

9. No pipeline company, gathering company or other person purchasing, handling or receiving the production from said property above described, or the proceeds therefrom, shall ever be required to see to the proper application by Mortgagee of such production or the proceeds therefrom, upon the indebtedness secured hereby, but the payment of such proceeds to Mortgagee by such pipeline company, gathering company or other person receiving, handling or purchasing such production shall operate as a full and final discharge of all liability of such pipeline company, gathering company or other person in the premises.

10. It is further understood and agreed that the receipt by the holder of the indebtedness secured hereby of any moneys, including but not limited to moneys received as proceeds from oil, gas and other minerals produced or mined from the interests of Grantor in said properties, or other security for the indebtedness secured hereby, shall not in any manner change or alter in any respect the obligations of the makers thereof upon any note or other evidence of indebtedness secured hereby, and nothing herein contained shall be construed as limiting the holder of the indebtedness secured hereby to the collection of the indebtedness secured hereby out of the production or the proceeds of the production from said property; it being expressly understood and agreed that such indebtedness shall continue as the absolute and unconditional obligation of the makers thereof to pay, as provided in said note or notes or other instruments evidencing such indebtedness, the amounts therein specified at the respective maturity date thereof, whether by acceleration or otherwise.

11. If default shall be made in the observance or performance of any of the covenants herein contained, or if the makers thereof shall fail to pay any part of the indebtedness secured hereby, with interest thereon, when and as the same become due; or if the Mortgagee at any time in good faith believes that the prospect of payment of any indebtedness secured hereby is impaired; or if it shall be discovered after the execution and delivery hereof that there exists a lien or similar encumbrance on said properties or any part thereof, equal to or superior in rank to the lien created hereby, adverse to this deed of trust, mortgage and assignment, and which will or may substantially impair, in the opinion of the Mortgagee, the security provided hereby; or if proceedings, voluntary or involuntary, shall be instituted by or against Grantor for insolvency or bankruptcy or for the appointment of a receiver, or for readjustment, extension or composition of his debts, or for any other relief under any present or future provisions of the Bankruptcy Act of the United States, as now or hereafter amended and supplemented; or of any assignment for the benefit of creditors shall be made by Grantor, or if final money judgment (after appeal, if any, has been decided adversly to Grantor, or after the time to appeal therefrom shall have expired) shall be entered against Grantor, and the same shall remain unsatisfied for more than thirty (30) days; then, and in any of such event, the holders of the indebtedness hereby secured shall be entitled, without notice or demand, to declare all of the note and indebtedness secured hereby to be immediately due and payable.

12. No other or additional security now existing or hereafter taken to secure the payment of said indebtedness shall be impaired or affected in any manner by the execution of this instrument. Renewals or extensions of this instrument, and all additional security that may be taken as security for the payment of said indebtedness shall be considered and held as cumulative, and shall not in anywise release, diminish or impair any of the rights or security hereby granted.

13. Any security now given or which may hereafter be given to enforce the payment of said indebtedness, may at any time be released in whole or in part without in anywise altering, varying or diminishing the force, effect or lien of this instrument. Renewals or extensions of said indebtedness may be granted (with no obligation on the part of the holder or holders of said indebtedness to grant such renewal or extension), without in anywise altering, diminishing or affecting this instrument or the rights granted hereunder.

14. All remedies and rights existing in favor of the holder of said indebtedness or the acting Trustee hereunder whether existing at law or in equity or under the terms of this instrument, shall be considered as cumulative and not as exclusive, and the granting of additional rights shall not in anywise affect, impair, diminish or lessen any rights, privileges or interests herein granted and now existing.

15. It is expressly understood and agreed that, until such time as default is made in the payment of said indebtedness or any part thereof, or until the failure of Grantor to fulfill and perform any of the covenants and agreements herein contained, Grantor shall have the exclusive right to operate the Mortgaged Property and be and remain in possession thereof, subject to the right of Mortgagee to collect and receive production and the proceeds therefrom and profits thereof as provided hereinabove; but in case of default in the payment of any such indebtedness or the failure of Grantor to perform any of the covenants and conditions hereof, the holder of said indebtedness shall have the right (in addition to any other rights or remedies held by it), but shall not be required, to enter upon and take possession of the Mortgaged Property and operate the same in any manner deemed advisable by such holder, or designate some person, firm or corporation to operate the same, without being liable to Grantor, in connection with such operations, except as to the use of ordinary care in the operation thereof; and, in case of any default, said holder of said indebtedness or the person, firm or corporation designated to operate said properties shall have the right to exercise every power, right and privilege of the Grantor with respect to the Mortgaged Property, and in such event, when the expenses thereof have been paid and the indebtedness secured hereby and other charges hereunder have been paid, the Mortgaged Property shall be returned to Grantor.

16. Each and every provision, stipulation and covenant in this deed of trust, mortgage and assignment shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of Grantor, Trustee and Mortgagee.

17. This instrument may be executed in any number of counterparts and each such counterpart executed and delivered is to be considered as an original, but all to constitute one and the same instrument; and any such executed counterpart hereof may be filed with the County Clerk of the County wherein such properties or a part thereof are located as a chattel mortgage or as a chattel mortgage on realty to secure payment of the aforesaid indebtedness.

18. Pronouns in number and gender, and verbs in their number shall be construed to conform to the number and sex of the parties hereto wherever necessary in any particular clause or phrase hereof.

19. This instrument shall be deemed and considered to be and may be enforced from time to time as an assignment, deed of trust, real estate mortgage, chattel mortgage, security agreement or financing statement, and from time to time as any one or more such instruments, if appropriate under the laws of any state within which any property, real or personal, described in Schedule "A" hereto may be located. Specifically, but not by way of limitation, if any of said real property is located within the State of New Mexico, this instrument shall be deemed a Mortgage as to said real property, and the payee named in the note above described shall be the Mortgagee hereunder with all powers of foreclosure as provided by the laws of the State of New Mexico. Pursuant to Section 39-5-19, New Mexico Statutes, Grantor agrees that as to any realty situated in the State of New Mexico, the redemption period will be shortened to one (1) month.

20. Without, in any manner, limiting the generality of any of the foregoing provisions hereof, some portion of the goods described above or to which reference is made herein are or are to become fixtures on the lands described or to which reference is made herein and hydrocarbons (minerals, including oil and gas) or accounts will be financed at the wellhead or minehead located on the lands described or to which reference is made herein.

21. With respect to that portion of said property situated in the State of Oklahoma, if any, it is agreed that the appraisement of any or all of such properties is expressly waived or not waived at the option of Trustee and/or Mortgagee, and that such option may be exercised prior to the time judgment may be rendered in any foreclosure thereof.

22. The term "oil, gas and mineral interests" as first used herein and the property which Grantor herein conveys to Trustee, means and is all interest owned by Grantor in and to the personal property, the oil and gas leases and oil, gas and mineral leases, sulphur leases or other mineral leases, subleases, farmout agreements, assignments, mineral interests, royalty interests, production payments, net profit interests and other such interests in oil, gas and other minerals, as described in Schedule "A" hereto.

23. The notes secured hereby are given in renewal and extension, but not in extinguishment, of:

IN WITNESS WHEREOF this instrument is executed this 26th day of October, 19 84.

MORTGAGEE:

UNITED BANK, N.A., MIDLAND, TEXAS

By: Scott A. Lovett
Scott A. Lovett, Executive Vice President

ATTEST:

By: Wendell K. Hoover
Wendell K. Hoover Cashier

TRUSTEE AND MORTGAGEE ADDRESS:
P.O. Box 1347
Midland, Texas 79702

GRANTORS:

Doyle Hartman

Margaret Hartman
Margaret Hartman

GRANTOR'S ADDRESS:
P.O. Box 10426
Midland, Texas 79702

INDIVIDUAL ACKNOWLEDGEMENT (TEXAS)

THE STATE OF TEXAS }
COUNTY OF Midland }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Doyle Hartman and wife Margaret Hartman known to be the person (s) whose name (s) (is) (are) subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of October, 19 84.

Kathryn Stone
Notary Public for State of Texas

Print Name: Kathryn Stone

My Commission Expires: 6/9/86

INDIVIDUAL ACKNOWLEDGMENT (NEW MEXICO)

THE STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by _____.

Print Name: _____

My Commission Expires: _____

_____
Notary Public in and for

[redacted] County, _____ [redacted]

CORPORATION ACKNOWLEDGMENT (TEXAS)

THE STATE OF TEXAS }

COUNTY OF MIDLAND }

BEFORE ME, the undersigned authority on this day personally appeared Scott A. Lovett, known to me to be the person whose name is subscribed to the foregoing instrument, as Executive Vice President of UNITED BANK N.A., MIDLAND, TEXAS, a national banking corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of October, 19 84.

Kathryn Stone
Notary Public for State of Texas

Print Name: Kathryn Stone

My Commission Expires: 6/9/86

CORPORATION ACKNOWLEDGMENT (TEXAS)

THE STATE OF _____ }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as _____ of _____, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 19_____.

_____
Notary Public in and for _____

Print Name: _____

My Commission Expires: _____ County, _____

CORPORATION ACKNOWLEDGMENT (NEW MEXICO)

THE STATE OF TEXAS }

COUNTY OF MIDLAND }

The foregoing instrument was ackowledged before me this _____ day of _____, 19_____, by _____, _____ of UNITED BANK N.A., MIDLAND, TEXAS, a national banking corporation, on behalf of said corporation.

_____
Notary Public for State of Texas

Print Name: _____

My Commission Expires: _____

CORPORATION ACKNOWLEDGMENT (NEW MEXICO)

THE STATE OF _____ }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, a _____ corporation, on behalf of said corporation.

_____
Notary Public in and for _____

Print Name: _____

My Commission Expires: _____ County, _____

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EXHIBITS "A", "B", "AB-1", "C", AND "D"
SCHEDULE "A"

Attached to and made a part of that certain Deed of Trust and Assignment dated the 14th day of September, 1984, by and between Doyle Hartman and Margaret Hartman Grantor, and Don B. Jones Trustee.

All of Grantor's oil, gas and mineral interests as defined in this Deed of Trust and Assignment in all the lands hereinafter described, regardless of the decimal interests set forth below.

as it pertains to the 50% NPI acquired from Prudential Insurance Co.
All of Grantor's oil, gas and mineral interests as defined in this Deed of Trust and Assignment in all the lands hereinafter described on Exhibits "A", "B" and "C" attached hereto, irregardless of the decimal interests set forth.

Exhibits "A" and "B" cover certain oil and gas properties situated in the states of Texas, Colorado, Louisiana, Oklahoma, and Wyoming. Grantors are the owners of an undivided 50% of a 50% net profits overriding royalty interest payable out of said oil and gas interests, except those interests shown on Exhibit "AB-1", as created in that certain Conveyance of Oil & Gas Properties, and Agreement with respect thereto dated November 8, 1961, effective as of August 1, 1961 by and between the Prudential Insurance Company of America as Assignor, and Texas Pacific Coal and Oil Company as Assignee, a complete counterpart of said Conveyance having been recorded in Volume 143, Page 180 of the Deed Records of Throckmorton County, Texas.

Exhibit "C" covers certain oil and gas properties situated in the states of New Mexico, Texas, and Oklahoma. Grantors are the owners of certain interests in a 50% net profits overriding royalty interest payable out of said oil and gas interests, as shown on Exhibit "D" attached hereto, except Tract No. 54 shown on page 39 of Exhibit "C" designated as the "Winningham Lease" and Tract No. 5 shown on page 51 of Exhibit "C" designated as the "Walton Lease", insofar as it covers the NW/4 of Section 10, Block 26, PSL, Winkler County, Texas, as created in that certain Conveyance of Paramount Production Payment and Reservation of Reserved Production Payment and Conveyance of Net Profits Overriding Royalty dated April 1, 1966, by and between the Prudential Insurance Company of America and Joseph Seagram & Sons, Inc., a complete counterpart of said conveyance having been recorded in Book 260 at Page 778 of the Miscellaneous Records of Lea County, New Mexico.

Doyle Hartman	3/8
James A. Davidson	1/8

EXHIBIT "A"

SUBLETTE COUNTY, WYOMING
OIL AND GAS LEASES—PRODUCING

I. LEASEHOLD INTERESTS

A 5% net profits interest in the Pinedale Unit, created by the Pinedale Unit Agreement dated April 1, 1954, by and between El Paso Natural Gas Company, as Operator, and Continental Oil Company et al, as Non-Operators, which net profits interest is created by a certain Net Profits Contract dated April 1, 1954, by and between Malco Refineries, Inc., El Paso Natural Gas Company, Continental Oil Company, and Novi Oil Company, both the Pinedale Unit Agreement and the Net Profits Contract being filed in the Office of the Bureau of Land Management, Cheyenne, Wyoming; reference being hereby made to the Pinedale Unit Agreement, and to the record thereof in the Bureau of Land Management, Cheyenne, Wyoming, for all purposes, including a description of the leases subject thereto and the lands covered thereby, and reference being hereby made to said Net Profits Contract and to the record thereof in the Bureau of Land Management, Cheyenne, Wyoming, for all purposes.

II. PRODUCTION PAYMENT INTEREST

That certain production payment in the original principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), more fully described in a conveyance from Woodson Oil Company, Novi Oil Company and Novi Gas Company, as Grantors, to David C. Bintliff, as Grantee, dated April 11, 1957, recorded in Vol. 16, Page 453, Oil & Gas Lease Records of Sublette County, Wyoming, payable out of certain percentages of production from the properties described above in this Exhibit "A" and other properties, described in such conveyance, located in other counties and states, which production payment was reacquired by Woodson Oil Company by conveyance effective as of January 1, 1958.

EXHIBIT "B"

SUBLETTE COUNTY, WYOMING

OIL AND GAS LEASES—NON-PRODUCING

All recordation references in this Exhibit are references to the Oil and Gas Records of Sublette County, Wyoming, and all lands described are in Sublette County, Wyoming.

I. LEASEHOLD INTERESTS

Lease No.: 71-1A

Date	Lessor	Lessee	Recorded Book	Page
12- 6-52	R. W. Lozier et ux	T. G. Dorough	5	29

The above described lease covers the entire mineral interest in 434.46 acres described as follows:

Section 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, and 13; SW/4 NE/4; SE/4 NW/4;

Section 6: Lot 9;

Section 8: NW/4 NW/4;

T-31-N, R-108-W, 6th P. M.;

said lease being subject, however, to the following:

ORR: 4.375%.

Net Profits Contract dated April 1, 1954, between Malco Refineries, Inc., El Paso Natural Gas Company, Continental Oil Company and Novi Oil Company.

Working Interest: None Net Interest: 6% Net Profits Interest

II. PRODUCTION PAYMENT INTEREST

That certain production payment in the original principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), more fully described in a conveyance from Woodson Oil Company, Novi Oil Company and Novi Gas Company, as Grantors, to David C. Bintliff, as Grantee, dated April 11, 1957, recorded, among other places, in Vol. 16, Page 463, Oil and Gas Lease Records, Sublette County, Wyoming, payable out of certain percentages of production from the properties described above in this Exhibit "B" and other properties, described in such conveyance, located in other counties and states, which production payment has been reacquired by Woodson Oil Company by conveyance effective as of January 1, 1958.

FILED: November 13 1961 at 8:55am

RECORDED: November 24 1961 at 4:00pm

Don Chandler
County Clerk, Throckmorton Co., Texas
By Betty Jones Deputy

204819 [redacted] [redacted] [redacted]

RECORDED January 8 1985 8:24 AM
IN BOOK 42 MTG PAGE 862
FEES 284.75 Lena Yade COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy M. Stone

MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ~~ASSIGNMENT~~ AND FINANCING STATEMENT

THIS MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT AND FINANCING STATEMENT (this "Instrument"), dated as of December 31, 1984, at 10:01 a.m., Mountain Standard Time, is from AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership ("Debtor"), with an address of 717 Seventeenth Street, Denver, Colorado 80202, to:

1. CITIBANK, N.A. ("Citibank"), with an address at 399 Park Avenue, New York, New York 10043, Attention: Petro-Lewis Account Officer, NABG-Customer Services Division, 11th Floor, Zone 16 (Re Loan No. 73403531), in its capacity as agent for the Banks (as hereinafter defined), as to any and all portions of the Collateral (as hereinafter defined) EXCEPT those portions of the Collateral which (i) encumber Burdened Interests (as defined in the Conveyance or the PLDIP-PL Assignment, as the case may be) located in (or in offshore locations adjacent to) any of the States of California, Mississippi or Texas, and (ii) constitute interests in or to real property under the law of the state in which located (or, if such Collateral encumbers Burdened Interests not located within the boundaries of any of said states but, rather, located in federal waters on the Outer Continental Shelf of the United States adjacent to any of such states, constitute interests in or to real property in accordance with applicable law) (which excepted Collateral is referred to herein as the "CMT Collateral"), and

2. JOHN W. GRINNEY, as trustee, with an address of c/o NABG-Customer Services Division, 11th Floor, Zone 16, Attention: Petro-Lewis Account Officer, Citibank, N.A., 399 Park Avenue, New York, New York 10043 ("Trustee"), for the benefit of Secured Party (as hereinafter defined), but only as to the CMT Collateral.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES, IT BEING CONTEMPLATED THAT OWNER MAY HEREAFTER BECOME INDEBTED TO ANY OR ALL OF THE BANKS IN FURTHER SUM OR SUMS.

SUBJECT TO THE PROVISIONS OF SECTION 8.12 HEREOF, THOSE PORTIONS OF THE COLLATERAL WHICH ARE 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 WELLHEADS OF THE WELLS LOCATED ON THE LAND DESCRIBED OR REFERRED TO IN EXHIBIT A TO THE CONVEYANCE (AS DEFINED BELOW) ("CONVEYANCE EXHIBIT 'A'") AND EXHIBIT A TO THE PLDIP-PL ASSIGNMENT (AS DEFINED BELOW) ("ASSIGNMENT EXHIBIT 'A'"). CONVEYANCE EXHIBIT "A" AND ASSIGNMENT EXHIBIT "A" ARE HEREIN COLLECTIVELY CALLED EXHIBIT "A" AND ARE INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF EACH COUNTY DESCRIBED IN EXHIBIT "A."

DEBTOR IS THE OWNER OF A RECORD INTEREST IN THE REAL ESTATE CONCERNED.

THE AMOUNT INVOLVED IS $200 OR MORE.

Citibank is acting as agent for the banks listed in Section 1.1.A of this Instrument pursuant to the terms of the Credit Agreement dated as of December 31, 1984, between Debtor and said banks, in connection with a loan to Debtor by said banks in the aggregate principal amount of $300,000,000. Said Credit Agreement, as amended, modified, supplemented or replaced from time to time is referred to herein as the "Credit Agreement." Each of said banks (or its then respective successor or assign in or to the promissory note described in Section 1.1.A hereof as payable to or to the order of such bank, or in or to any amendment, renewal, extension or replacement of or substitution for such note) and any other holder of any other obligation secured hereby, may be referred to herein as a "Bank."

Each of the Banks is intended to have the benefit, through Citibank or its successor as agent for the Banks under the Credit Agreement (Citibank, in such capacity, or such successor, is referred to herein as "Secured Party"), and in accordance with the terms of the Credit Agreement, of its pro rata share of the security provided hereby and of the proceeds hereinafter assigned; and Secured Party (and Trustee, as to the CMT Collateral) is to act hereunder for the benefit of the Banks in accordance with the terms of this Instrument and of the Credit Agreement. As provided in the Credit Agreement, all persons shall be entitled to rely on the written acts of Secured Party with respect to this Instrument and the Collateral without inquiry into the necessity for or existence of consents or approvals by any of the Banks therefor.

By that certain Conveyance of Overriding Royalty Interests dated as of December 31, 1984, a copy of which is attached hereto as Annex I and is hereby incorporated herein and made a part hereof (the "Conveyance"), American Royalty Producing Company, a Colorado general partnership (in the Conveyance and herein called "Owner"), et al. conveyed to Debtor those certain royalty interests (herein collectively called the "Royalty Interest") described and defined in the Conveyance. By virtue of the Conveyance, Debtor owns the Royalty Interest, which encumbers the Burdened Interests described on Conveyance Exhibit "A."

By that certain Assignment, Bill of Sale and Conveyance dated as of December 31, 1984, a copy of which is attached hereto as Annex II and is hereby incorporated herein and made a part hereof (the "PLDIP-PL Assignment"), Petro-Lewis Deferred Income Program Limited Partnership 1981-1, a Colorado limited partnership ("PLDIP"), conveyed to PLC-ARPC, Inc., a Colorado corporation ("Beta Owner"), certain working interests and related rights in the Beta field, located on the Outer Continental Shelf offshore to California, reserving a production payment (the "Production Payment") described and defined in the PLDIP-PL Assignment. By Assignment of Production Payment dated as of December 31, 1984 (the "PLDIP-ARP Assignment"), PLDIP assigned the Production Payment to Debtor. The PLDIP-PL Assignment and the PLDIP-ARP Assignment are herein collectively called the "Assignment." By virtue of the Assignment, Debtor owns the Production Payment, which encumbers the Burdened Interests described on Assignment Exhibit "A."

The Royalty Interest and the Production Payment, and all rights, titles, interests, estates, remedies, powers and privileges vested in Debtor as the owner of the Royalty Interest and the Production Payment or which Debtor now has or may become entitled to under or by virtue of the Conveyance or the Assignment, together with all of the accounts,

contract rights and general intangibles now or hereafter arising in connection with all or any portion of the Royalty Interest, the Production Payment and the Minerals (as defined below), and all of the proceeds and products of the property described above (including, without limitation, to the extent they may constitute proceeds, instruments and securities) are herein collectively called the "Collateral"; provided that in no case shall any distributions which have been made by Debtor to its general partners as permitted under the Credit Agreement be considered Collateral.

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid by Secured Party to Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby:

A. Grants, bargains, sells, assigns, transfers, pledges, mortgages and conveys, and grants a security interest in, the Collateral, other than the CMT Collateral, to Secured Party, WITH POWER OF SALE pursuant to this Instrument and applicable law, but subject to the rights of Secured Party under the assignment made in paragraph D below; and

B. Grants, bargains, sells, assigns, transfers and conveys the CMT Collateral to Trustee, WITH POWER OF SALE pursuant to this Instrument and applicable law, for the benefit of Secured Party, but subject to the rights of Secured Party under the assignment made in paragraph D below; and

C. Grants to Secured Party a security interest in those portions of the Collateral which: (i) are located in (or in offshore locations adjacent to) any of the States of California, Mississippi or Texas, and (ii) do not constitute CMT Collateral;

TO HAVE AND TO HOLD the Collateral, other than the CMT Collateral to Secured Party and its successors and assigns forever, and TO HAVE AND TO HOLD the CMT Collateral to Trustee and its successors and assigns forever, in trust, subject to all of the terms, conditions, covenants and agreements herein set forth, for the security and benefit of the Banks.

D. Assigns to Secured Party any and all of Debtor's rights in respect of the severed and extracted Subject Minerals (as defined in the Conveyance and the Assignment) produced from or attributed to the Royalty Interest or the Production Payment (the "Minerals"), including, without limitation, all of the proceeds thereof.

AND, in furtherance thereof, Debtor warrants, represents, covenants and agrees as follows:

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. Payment of and performance of all obligations of Debtor under the promissory notes (the "Notes") dated December 31, 1984, made by Debtor, in the face amounts set forth below, payable to the respective banks set forth below at the office of Citibank, N.A. in New York, New York,

or to their order, on or before December 31, 1992, with interest at the rate specified in the Credit Agreement, which rate at the date hereof is an annual rate equal to: (1) during the period commencing December 31, 1984 to and including December 31, 1987: (a) the fluctuating interest rate announced publicly by Citibank, N.A. in New York, New York, from time to time, as its base rate (the "Base Rate"), plus five-eighths percent, or (b) the applicable "Eurodollar Rate" as determined pursuant to the Credit Agreement (the "Eurodollar Rate") plus one and one-eighth percent, or (c) the applicable "CD-Bid Rate" as determined pursuant to the Credit Agreement (the "CD-Bid Rate") plus one and one-quarter percent; (2) during the period commencing January 1, 1988, to and including December 31, 1989: (a) the Base Rate plus seven-eighths percent, or (b) the Eurodollar Rate plus one and three-eighths percent, or (c) the CD-Bid Rate plus one and one-half percent; (3) during the period commencing January 1, 1990 to and excluding December 31, 1992: (a) the Base Rate plus one and one-eighth percent, or (b) the Eurodollar Rate plus one and five-eighths percent, or (c) the CD-Bid Rate plus one and three-quarters percent; and (4) after maturity, whether by acceleration or otherwise, the Base Rate in effect on such date as the same may increase (but not decrease) from time to time plus five percent:

Payee of Note	Face Amount of Note
Citibank, N.A.	$39,000,000
Bank of Montreal	$33,000,000
Bankers Trust Company	$30,000,000
Chemical Bank	$33,000,000
First City National Bank of Houston	$24,000,000
First Interstate Bank of California	$30,000,000
Manufacturers Hanover Trust Company	$33,000,000
MBank Dallas, N.A.	$24,000,000
Morgan Guaranty Trust Company of New York	$21,000,000
Morgan Bank (Delaware)	$ 9,000,000
RepublicBank Dallas, N.A.	$24,000,000

B. Payment of all indebtedness and liabilities and performance of all obligations of every kind and character, now existing or hereafter arising, of Debtor to any or all of the Banks pursuant to the Credit Agreement;

C. Payment of all sums advanced and costs and expenses (including, without limitation, all legal and engineering fees) incurred by Secured Party (whether directly or indirectly on its behalf by Trustee) 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 or incurred at the request of Debtor, Trustee or Secured Party;

D. Payment of all other indebtedness and liabilities and performance of all other obligations of Debtor to any or all of the Banks arising pursuant to this Instrument or in connection herewith, each of which (unless otherwise specified in the writing creating such Obligation) shall be due and payable 90 days after demand for payment is made upon Debtor by Secured Party and shall bear interest at the then applicable rate for Base Rate plus five percent; and

E. All renewals, extensions, amendments and changes of, or substitutions or replacements for, all or any

[redacted] -[redacted] [redacted]

part of the items described under A through D above; provided that such renewals, extensions, amendments and changes of, or substitutions or replacements for, all or any part of the foregoing:

(1) shall not together in unpaid principal amount aggregate more than $500,000,000 at any time, which amount contemplates all future advances;

(2) shall have been made prior to December 31, 1995;

(3) shall completely mature prior to December 31, 2005; and

(4) shall, prior to the due date, bear interest on the unpaid balance at an annual rate not exceeding the sum of the Base Rate plus 10 percent per year.

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 $500,000,000.

ARTICLE II

Warranties, Representations and Covenants

Section 2.1 Subject to Section 8.13, Debtor covenants that, so long as any part of the Obligations remains unpaid or unsatisfied, unless Secured Party shall have otherwise consented in writing:

A. Debtor shall pay or perform, or cause to be paid or performed, 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, this Instrument and the Obligations, or any of them, and assessed or imposed upon Debtor because of Debtor's ownership thereof, or upon Secured Party (or Trustee, as to the CMT Collateral) 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, unemployment, disability, retirement and similar taxes, payments and contributions for which Debtor may be liable, in each instance before the same become delinquent, or, as to any thereof which are being contested in good faith by appropriate proceedings and (i) such proceedings conclusively operate to prevent the sale of all or any part of the Collateral to satisfy such tax, assessment or charge prior to the final determination of such contest, or (ii) Debtor has provided a good and sufficient undertaking as required or permitted by law to accomplish a stay of such sale, or (iii) Debtor has provided a bond or surety satisfactory to Secured Party, 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, or cause to be filed or refiled, 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, encumbrance and security interest intended to be created hereby and the rights and remedies of Secured Party (and of Trustee, as to the CMT Collateral) hereunder, and shall promptly furnish to Secured Party evidence satisfactory to Secured Party of all such filings and refilings and otherwise shall do or cause to be done all things necessary or expedient to be done to effectively create, perfect, maintain and preserve the lien, encumbrance and security interest intended to be created hereby as a first lien on the real property and as a first and prior security interest in the personal property which constitute the Collateral and to create, perfect, maintain and preserve the assignment made in paragraph D of the granting clause of this Instrument;

D. Debtor shall not: (1) amend, modify or otherwise revise the Conveyance or the Assignment; (2) release, surrender, abandon or forfeit the Collateral or any part thereof; (3) sell, alienate, convey or assign (except to the extent permitted by the Credit Agreement or pursuant to the options granted in Section 4.06(a) of the Conveyance and in Section 4.05(a) of Exhibit B to the PLDIP-PL Assignment), or lease, sublease, mortgage or grant security interests in or otherwise dispose of or encumber the Collateral or any part thereof, except for the lien, encumbrance 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 in accordance with paragraph B of this Section; or (4) consent to or permit any such act (to the extent it has the power to prevent any such act) by another party in respect of the Collateral or any part thereof;

E. 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 more fully identify and subject to the lien, encumbrance, security interest and assignment created hereby any property intended by the terms hereof to be covered hereby, to assure the first priority thereof, and otherwise to effect the intent of this Instrument, promptly upon request of Secured Party and at Debtor's expense;

F. If the title, interest, lien or encumbrance, as the case may be, of Debtor or Secured Party to the Collateral (or of Trustee to the CMT Collateral) or any part thereof, or the security of this Instrument, or the rights or powers of Secured Party or Trustee hereunder, shall be attacked, either directly or indirectly, or if any legal proceedings are commenced involving Debtor or its properties, 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 (and Trustee, as to the CMT Collateral) may take such independent action on its own behalf 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 (and by Trustee) in connection therewith shall be a part of the Obligations described in Section 1.1.D above;

G. Debtor shall, at the expense of Debtor: (1) promptly take such actions as may be available to Debtor to enforce or secure the observance or performance of all terms, covenants, agreements and conditions of the Conveyance to be observed or performed by Owner thereunder and of the Assignment to be observed or performed by Beta Owner thereunder; and (2) upon the written request of Secured Party, reasonably made, exercise any of its rights, remedies, powers and privileges under the Conveyance or the Assignment, all in accordance with the terms of the Conveyance or the Assignment and the request of Secured Party; and

H. 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, or change its executive and principal office from Denver, Colorado.

Section 2.2 To the fullest extent that it lawfully may, Debtor hereby agrees that, during the continuance of an Event of Default, Secured Party shall be entitled at any time or from time to time to exercise all of the rights, remedies, powers and privileges vested in Debtor under the Conveyance and under the Assignment and by virtue of its ownership of the Royalty Interest and the Production Payment, and to give or withhold or make all consents, directions, notices, approvals and waivers required or permitted therein which Debtor would otherwise be entitled to give or withhold. Debtor further agrees that, whether or not an Event of Default shall have occurred or be continuing, Secured Party shall be entitled to exercise, to the maximum extent permitted by the Conveyance or the Assignment, as the case may be, all rights and powers of the Secured Lenders (as defined in the Conveyance and the Assignment) provided for therein.

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 incurred by Secured Party in connection therewith shall be a part of the Obligations described in Section 1.1.D above, and Secured Party shall be subrogated to all of the rights of the party receiving such payment.

ARTICLE III

Collection of Production and Proceeds

Section 3.1 Pursuant to the assignment made by Debtor in paragraph D of the granting clause of this Instrument, Secured Party is entitled to receive all of the Minerals, together with all of the proceeds thereof, effective as of December 31, 1984, at 10:01 a.m., Mountain Standard Time. Debtor acknowledges and agrees that said assignment is intended to be an absolute and unconditional assignment and not merely a pledge of or creation of a security inter-

est therein or assignment as additional security. Debtor hereby authorizes and directs Owner, Beta Owner and their respective successors and assigns in and to the interests burdened by the Royalty Interest and the Production Payment (herein collectively called "Payors") to treat and regard Secured Party as the party entitled, in Debtor's place and stead, to receive said Minerals and proceeds and to exercise all rights of the Grantee (as to the Royalty Interest) and of Assignor (as to the Production Payment) with respect thereto; 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. For its convenience, Secured Party may, with respect to any or all such Minerals or proceeds, permit Debtor to receive such Minerals or proceeds until such time as Secured Party shall have made written demand therefor. Such election by Secured Party shall not in any way waive the right of Secured Party to demand and receive such Minerals and proceeds thereafter attributable to the Collateral and shall not in any way diminish the absolute and unconditional right of Secured Party to receive all of the Minerals and proceeds and cash proceeds not theretofore expended or distributed by Debtor. Debtor hereby agrees that upon (i) written demand of Secured Party, or (ii) upon the occurrence and during the continuance of an event which constitutes an Event of Default or which upon the giving (or receiving) of notice or lapse of time or both would constitute such an Event of Default, whichever shall first occur, all cash, proceeds, instruments and other property, of whatever kind or character, received by Debtor on account of the Collateral, whether received by Debtor in the exercise of its collection rights hereunder or otherwise, shall, in accordance with the instructions then given by Secured Party, be remitted to Secured Party or deposited to an account with Secured Party, in the form received (properly assigned or endorsed to the order of Secured Party or for collection and in accordance with Secured Party's instructions) not later than the first banking business day following the day of receipt, to be applied as provided in Section 3.2 hereof and, until so applied, may be held by Secured Party in a separate account on which Debtor may not draw. Debtor agrees not to commingle any such property, following the receipt of any such demand from Secured Party, with any of its other funds or property and agrees to hold the same upon an express trust for Secured Party until remitted to Secured Party.

Section 3.2 All of the proceeds received by Secured Party pursuant to Section 3.1 during a particular calendar month shall be applied by Secured Party in satisfaction of Obligations due during that calendar month, in such order of application as Secured Party shall determine, in its sole and absolute discretion, on the later of the due date of such Obligations or the date of receipt of such proceeds. If an Event of Default has occurred and is continuing, any balance remaining after such application shall be applied first to the creation of such reserves for the satisfaction of Obligations to become due within the next two succeeding calendar months as Secured Party reasonably determines to be necessary to satisfy such Obligations as they become due (provided that to the extent the proceeds are set aside for the satisfaction of Obligations which, at the time such reserves are created, are not reasonably anticipated to be due within the next succeeding calendar month, such proceeds shall be invested in one or more certificates of deposit of one or more banks or financial institutions having capital, surplus or undivided profits of at least $50,000,000, and, if practicable, maturing on a Payment Date (as defined in the Conveyance and the Assignment) and shall be held to maturity, and all interest accruing thereon shall

be applied by Secured Party to Obligations as they become due); and the remainder, if any, shall be paid to Debtor. If no Event of Default has occurred and is continuing, any such balance shall be paid to Debtor.

Section 3.3 Upon any sale of any of the Collateral by or for the benefit of Secured Party pursuant to Article V, the Minerals 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 and Trustee are hereby absolved from all liability for failure to enforce collection of any such Minerals or 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 (and Trustee) against all claims, actions, liabilities, judgments, costs, attorneys' fees and other charges of whatsoever kind or nature (herein called "Claims") made against or incurred by Secured Party (or Trustee) as a consequence of the assertion, either before or after the payment in full of the Obligations, that Secured Party (or Trustee) received Minerals or proceeds pursuant to this Article which were claimed by or due to third persons. Secured Party (and Trustee) shall have the right to employ attorneys and to defend against any Claims, and unless furnished with reasonable indemnity, Secured Party (or Trustee, in the case of claims asserted against Trustee) shall have the right to pay or compromise and adjust all Claims. Debtor shall indemnify and pay to Secured Party (or Trustee, as the case may be) all such amounts as may be paid in respect thereof or as may be successfully adjudicated against Secured Party (or Trustee, as the case may be). The liabilities of Debtor as set forth in this Section shall survive the termination of this Instrument.

Section 3.6 Secured Party shall have the immediate and continuing right 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 from any of the Payors. 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 of the Payors 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 Payor making payments to Secured Party at its 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 assignment 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. The indemnity agreement contained in the previous sentence is made for the direct benefit of and shall be enforceable by all such persons. 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 name of Debtor, or both.

Section 3.7 Nothing in this Instrument shall be deemed or construed to create a delegation to or assumption by Secured Party (or Trustee), of the duties and obligations of Debtor under any agreement or contract relating to the Collateral or any portion thereof, and all of the parties to any such contract shall continue to look to Debtor for performance of all covenants and other obligations and the satisfaction of all representations and warranties of Debtor Debtor thereunder, notwithstanding the assignment of production and proceeds herein made or the exercise by Secured Party (or by Trustee), prior to foreclosure, of any of its rights hereunder or under applicable law.

Section 3.8 The assignment of production and proceeds herein made shall not be construed to limit in any way Secured Party's other rights hereunder, including, without limitation, its right to accelerate the indebtedness evidenced by the Obligations upon an Event of Default. Monies received under the assignments herein made shall not be deemed to have been applied in payments of Obligations unless and until such monies actually are applied thereto by Secured Party. Nothing in this Instrument shall be deemed to indicate that Debtor has the right to take minerals in kind under the Conveyance or the Assignment. The assignment of production made pursuant to this Instrument is limited to the rights, if any, of Debtor, whether now owned or hereafter acquired, in and to such production.

ARTICLE IV

Termination

If all of the Obligations of Debtor shall be paid or performed in full pursuant to the terms and conditions of this Instrument and the instruments evidencing the Obligations, 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), or at the option of Secured Party (as to any other Event of Default), make all amounts of principal and interest then remaining unpaid on the Obligations and all other amounts secured hereby immediately due and payable, all without further demand, presentment, notice or other requirements of any kind, all of which are hereby expressly waived by Debtor, and the lien, encumbrance and security interest evidenced or created hereby shall be subject to foreclosure in any manner provided for herein or provided for by law:

A. Any "Event of Default" (as defined in the Credit Agreement) shall occur, including, without limitation, any such event caused by a failure to pay any fee due under the Credit Agreement or any installment of principal of or interest on the Obligations when due;

B. Debtor shall default in the performance or observance of any material term, covenant or condition required to be performed or observed by Debtor under this Instrument or any document or agreement (other than the Credit Agreement) executed by Debtor in connection with or relating to this Instrument, the Collateral, the Obligations or any part thereof, and such default shall not have been remedied or waived within 30 days after receipt of notice from Secured Party or the Banks of such failure;

C. Any representations or warranties of Debtor, made herein or in any document or agreement executed by Debtor in connection with or relating to this Instrument, the Collateral, the Obligations or any part thereof, or in any statement or certificate at any time given by Debtor in writing pursuant hereto or in connection herewith shall be false in any material respect on the date as of which made;

D. Debtor shall have an order for relief entered with respect to it or commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; Debtor shall make any assignment for the benefit of creditors; or Debtor shall be unable or fail, or shall admit in writing its inability, to pay its debts as such debts become due;

E. Any order, judgment or decree shall be entered against Debtor decreeing the dissolution or split up of Debtor and such order shall remain undischarged or unstayed for a period in excess of 30 days; or

F. A court having jurisdiction in the premises shall enter a decree or order for relief in respect of Debtor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or any other similar relief shall be granted under any applicable federal or state law; or a decree or order of a court having jurisdiction in the

premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Debtor or over all or a substantial part of its property, shall have been entered; or the involuntary appointment of an interim receiver, trustee or other custodian of Debtor shall occur; or the issuance of a warrant of attachment, execution or similar process against any substantial part of the property of Debtor shall occur and such warranty shall remain in effect for 30 days without being bonded or discharged.

Section 5.2 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, conferred or permitted by applicable law with respect to all of the Collateral other than the CMT Collateral; and, as to the CMT Collateral, Trustee shall have all the rights and remedies of a mortgagee and trustee under a deed of trust granted, conferred or permitted by applicable law, and Secured Party shall have all of the rights of a beneficiary thereunder.

Section 5.3 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party, with respect to any or all of the Collateral (and Trustee, as to the CMT Collateral), in lieu of or in addition to exercising any other power, right or remedy herein granted or by law or equity conferred, 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, right or remedy herein granted or by law or equity conferred, 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 5.4 Upon the occurrence of any of the Events of Default, or at any time thereafter, in addition to all other powers, rights and remedies herein granted or by law or equity conferred, Secured Party shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including, without limitation, the Uniform Commercial Code. The following presumptions shall exist and shall be deemed conclusive with regard to the exercise by Secured Party of any of its remedies with respect to personal property:

(a) 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.

(b) Without in any way limiting the right and authority of Secured Party to sell or otherwise dispose of Collateral in a commercially reasonable manner, the following, or any of them, shall be considered commercially reasonable: (i) Secured Party may hold a public sale of the

Collateral in New York, New York, Houston, Texas, or Los Angeles, California, after having provided Debtor with five (5) days' notice of such sale and after having published notice of such sale by an advertisement not less than three inches in height and one column in width in the Wall Street Journal, as Secured Party determines to be appropriate, (which advertisement may be placed in the "classified" section), for a period of not less than five (5) consecutive issues commencing not more than ten (10) days prior to the sale; (ii) the Collateral may be sold for cash; and (iii) Secured Party or any other person owning, directly or indirectly, any interest in any of the Obligations may be a purchaser at such sale.

(c) 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 5.5 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party may, with respect to all or any portion of the Collateral other than the CMT Collateral (or Trustee shall, with respect to all or any part of the CMT Collateral, and in response to Secured Party's request (which Debtor agrees shall be presumed to have been made)), subject to any mandatory requirements of applicable law, sell or have sold the real property or interests therein 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 by this Instrument, or, in the absence of any such requirement, as Secured Party (or Trustee, in the case of CMT Collateral) may deem appropriate. Secured Party (or Trustee, in the case of CMT Collateral) shall make a conveyance to the purchaser or purchasers thereof, and, subject to Section 8.13, Debtor shall warrant title thereto to such purchaser or purchasers. Secured Party (or Trustee, in the case of CMT Collateral) may postpone the sale of such real property or interests therein 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 or interests therein or any defective or irregular sale hereunder will not exhaust the power of sale, and sales may be made from time to time until all such property is sold without defect or irregularity or the Obligations are paid in full. Secured Party (or Trustee, in the case of CMT Collateral) shall have the right to appoint one or more attorneys-in-fact to act in conducting the foreclosure sale and executing a deed to the purchaser. 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 (or Trustee, in the case of CMT Collateral), 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 5.6 Secured Party (or any other person owning, directly or indirectly, any interest in any of the Obligations) 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 non-payment of the Obligations and advertisement and conduct of such sale in the manner provided herein or provided by law. Debtor does hereby ratify and confirm all legal acts that Secured Party (and Trustee, in the case of CMT Collateral) may do in carrying out the provisions of this Instrument.

Section 5.7 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, acknowledgment 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 forcible 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 5.8 Debtor acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights, under applicable law, with respect to this Instrument, the Obligations and the Collateral. Nevertheless, Debtor hereby waives and relinquishes, to the maximum extent permitted by law, and subject to any mandatory requirements of applicable law, Debtor hereby agrees that Debtor shall not at any time hereafter have or assert, any right under any law pertaining to: marshalling, whether of assets or liens, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisement, valuation, stay, extension, redemption, the maturing or declaring due of the whole or any part of the Obligations, notice (whether of defaults, advances, the creation, existence, extension or renewal of Obligations, or otherwise), subrogation, or abatement, suspension, deferment, diminution or reduction of any of the Obligations (including, without limitation, setoff), now or hereafter in force. 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, insofar as such provisions restrict the right of Secured Party (or Trustee) to sell more than 160 acres at a time. Debtor expressly agrees that Secured Party (or Trustee, in the case of CMT Collateral) may offer the Collateral as a whole or in such parcels or lots as Secured

Party, in its sole discretion elects, regardless of the manner in which the Collateral may be described.

Section 5.9 Upon the occurrence of any of the Events of Default, or at any time thereafter, Trustee may sell all or any part of the CMT Collateral included in the Collateral and located in the State of Texas at one or more sales, in its entirety or in parcels, and in such order as Trustee may elect, to the highest bidder for cash at public auction on the first Tuesday in any month between the hours of 10:00 A.M. and 4:00 P.M. Written or printed notices containing the time, place and terms of sale shall be posted at the courthouse door of the county or counties in which such property is located 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 at such sale will be provided with a general warranty conveyance binding Debtor. Sale of a part of such property will not exhaust the power of sale, and sales may be made from time to time until all such property is sold or the Obligations are paid in full. Trustee shall have the authority to appoint an attorney-in-fact to act in conducting the foreclosure sale and executing a deed to the purchaser. Should Trustee proceed under Section 51.002 of the Property Code of the State of Texas, Trustee shall give notice of each such proposed sale by posting written notice of the time, place and terms of sale for at least 21 consecutive days preceding the date of the sale at the courthouse door of the county in which the sale is to be made. Where such Collateral to be sold is situated in more than one county, one notice shall be posted at the courthouse door of each county in which a part of the Collateral to be sold is situated, and such notices shall designate the county where such Collateral will be sold, which may be any county in which a part of said Collateral is situated. In addition to the foregoing notice or notices to be posted by Trustee, the holder of the indebtedness to which the power of sale is related, shall, at least 21 days preceding the date of such 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, with respect to Collateral located both within and without the State of Texas, also expressly covenants, stipulates and agrees that: (a) the address of Debtor set out in the introduction to this Instrument 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) with respect to the sale of such property located in the State of Texas, 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 Section 51.002 of the Property Code of the State of Texas, as in force and effect on the date hereof, and in the event the requirement for any notice under such Section 51.002 shall be eliminated or the prescribed manner of giving same modified by future amendment to such Section 51.002, the requirement for such particular notice shall be stricken from or modified in this instrument in conformity with such amendment. The manner herein prescribed for serving or giving any notice, other than that to be posted or caused to be posted by Trustee, shall not be deemed exclusive but such notice or notices may be given in any other manner which may be permitted by applicable law. Trustee shall receive the proceeds of said sale or sales and apply the same as herein provided.

Section 5.10 All costs and expenses (including without limitation, reasonable attorneys' fees, legal expenses, filing fees, and mortgage, transfer, stamp and other excise taxes) incurred by Secured Party (and by Trustee) in perfecting, protecting and enforcing its rights hereunder, whether or not an Event of Default shall have occurred, shall be a part of the Obligations described in Section 1.1.D.

Section 5.11 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 (and of Trustee);

B. Second, to the payment or prepayment of the Obligations, in such order as Secured Party shall elect; and

C. Third, the remainder, if any, shall be paid to Debtor or such other person or persons as may be entitled thereto by law.

Section 5.12 Upon any sale made under the powers of sale herein granted and conferred, the receipt of Secured Party (or Trustee) 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 S cured Party, be obligated to see to the application thereof or be in any way answerable for any loss, misapplication or non-application thereof.

[redacted] -1[redacted] [redacted]

ARTICLE VI

Trustee

Section 6.1 Trustee may resign in writing addressed to Secured Party or be removed at any time with or without cause by an instrument in writing duly executed by Secured Party. In case of the death, resignation or removal of Trustee, a successor Trustee may be appointed by Secured Party without other formality than an appointment and designation in writing, unless otherwise required by applicable law. Such appointment and designation will be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation, this Instrument will vest in the named successor trustee all the right, title and interest of Trustee in all of the CMT Collateral, and said successor will thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon Trustee. All references herein to Trustee will be deemed to refer to the trustee from time to time acting hereunder.

Section 6.2 Secured Party shall indemnify Trustee against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature made against or incurred by Trustee, and arising out of the performance by Trustee of the duties of Trustee hereunder.

ARTICLE VII

Special Mortgage of Property in Louisiana

Section 7.1 The parties to this Instrument appeared before the undersigned notary public and the two witnesses executing this Instrument on the date set forth in the acknowledgments hereto, but effective as of the date first set forth above.

Section 7.2 It is hereby agreed that, insofar as the portions of the Collateral situated in the State of Louisiana are concerned, or as to which the laws of the State of Louisiana are applicable as a matter of federal law (the "Louisiana Collateral"), the provisions of this Article VII shall apply thereto (and to no other portion of the Collateral), and that, as to such property, general language of conveyance to Secured Party in this Instrument is intended and shall be construed as words of mortgage, pledge and hypothecation and not of conveyance, and this instrument shall be considered as an Act of Mortgage and Pledge and Assignment of Production under the laws of the State of Louisiana by Debtor in favor of the Banks, including any present or future holder or holders of the Notes. Whenever the terms "mortgage" and "pledge" appear herein such terms shall be construed to entitle the holder of any Note, without limitation, to all of the rights provided for in La. R.S. 9:4301-4304 and La. R.S. 31:197 et seq. To the extent not inconsistent with this Article VII and the laws of the State of Louisiana, all other provisions of this Instrument shall apply to the Louisiana Collateral.

Section 7.3 In order to secure full and punctual payment of the Notes at maturity, or when otherwise due hereunder, or as the same may be extended, and any and all of its other obligations secured by this Instrument, Debtor does, by these presents, mortgage, pledge and specially hypothecate in favor of the Banks, represented herein by Secured Party, the Louisiana Collateral.

Section 7.4 Debtor hereby confesses judgment in favor of Secured Party and the Banks up to the full amount of principal of the Notes and interest thereon, together with all costs, charges, expenses, taxes, assessments, fees and other amounts payable by Debtor in accordance with the terms hereof, and does by these presents consent and agree and stipulate that, upon the occurrence of an Event of Default, Secured Party may, at the option of Secured Party, without making demand and without notice or putting in default, the same being hereby expressly waived, cause all and singular the property of Debtor herein mortgaged to be seized and sold by executory process issued by any competent court, or to proceed with the enforcement of this Instrument in any manner prescribed by law, Debtor hereby waiving the benefit of any laws or parts of laws relating to the appraisement of the property seized and sold under executory process or other legal process, and consenting that the Louisiana Collateral be sold without appraisement to the highest bidder for cash. Secured Party is irrevocably appointed special attorney-in-fact for the Banks and vested with full power in their behalf to enforce the mortgage and pledge hereby constituted for their benefit, or otherwise to act as provided for herein.

Section 7.5 Debtor agrees that its interest in the Louisiana Collateral shall remain mortgaged, hypothecated and pledged until full and final payment of the principal of and interest on the Notes and any and all other amounts owing by Debtor and secured by this Instrument.

Section 7.6 Anything in this Instrument to the contrary notwithstanding, the amount of the Obligations in addition to those set forth in Section 1.1.A which may be secured by the Louisiana Collateral shall in no event exceed 25% of the original aggregate principal amount of the Notes.

Section 7.7 For the purposes of identification of the Notes according to Louisiana law, the Notes have been paraphed "Ne Varietur" for identification with this Instrument by the undersigned Notary Public.

Section 7.8 To the extent allowed by law, Debtor hereby waives: (i) the benefit of appraisement as provided in Article 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws conferring the same; (ii) the demand and three days' delay accorded by Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (iii) the notice of seizure required by Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three days' delay provided by Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; (v) the benefit of the other provisions of Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (vi) any other articles not specifically mentioned above. The parties hereto expressly waive the production of mortgage certificates and hereby release and hold the Notary Pubic whose name is hereunder signed harmless for and by reason of the non-production and non-annexation thereof to this Instrument.

Section 7.9 The parties hereto agree that the Notes may be transferred without the necessity for a notarial act of transfer thereof, and that any such transfer shall carry with it into the hands of any future holder of any of the Notes full and entire subrogation of title in and to such Note and to any and all rights and privileges under this Instrument herein granted to or for the benefit of a Bank, as holder of such Note.

Section 7.10 Attached hereto as Annex III and made a part of this Article VII is a certified copy of the resolutions of the Managing Partner of Debtor, duly passed in accordance with Colorado law and pursuant to which this Instrument has been executed on behalf of Debtor.

Section 7.11 Attached hereto as Annex IV and made a part of this Article VII is a copy of the Credit Agreement and the form of the Notes.

ARTICLE VIII

Miscellaneous Provisions

Section 8.1 Each and every right, power and remedy hereby granted to Secured Party (or to Trustee) 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 (or by Trustee, as the case may be), 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 (or by Trustee, as the case may be) 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 the rights of Secured Party (or of Trustee) hereunder, except to the extent specifically stated in such written instrument. All changes to and modifications of this Instrument must be in writing and signed by Debtor and Secured Party.

Section 8.2 No release from the lien or encumbrance of this Instrument of any part of the Collateral by Secured Party (or Trustee) shall in any way alter, vary or diminish the force, effect or lien of this Instrument on the balance of the Collateral.

Section 8.3 If any provision hereof or of any of the other documents constituting, evidencing or creating all or any part of the Obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof or of said documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof will be liberally construed in favor of Secured Party (and Trustee) in order to carry out the provisions hereof and of such other documents. 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. If any lien, encumbrance or security interest evidenced or created by this Instrument is invalid or unenforceable, in whole or in part, as to any part of the Obligations, or is invalid or unenforceable, in whole or in part, as to any part of the Collateral, such portion, if any, of the Obligations as is not secured by the Collateral hereunder shall be paid prior to the payment of the secured portion of the Obligations, and all payments made on the Obligations (including, without limitation, cash and/or property

received in connection with sales of Collateral pursuant to Article V hereof) shall, unless prohibited by applicable law or unless Secured Party, in its sole and absolute discretion, otherwise elects, be deemed and considered to have been first paid on and applied to payment in full of the unsecured or partially secured portion of the Obligations, and the remainder to the secured portion of the Obligations.

Section 8.4 This Instrument is made with full substitution and subrogation of Secured Party (and of Trustee) in and to all covenants and warranties by others heretofore given or made in respect of the Collateral or any part thereof.

Section 8.5 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, as 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 8.6 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. All agreements between Debtor and Secured Party are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Debtor for the use, forbearance, or detention of the money due under the Notes secured hereby exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances Secured Party should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Notes secured hereby and not to the payment of interest.

Section 8.7 Insofar as permitted by otherwise applicable law, this Instrument and the Obligations shall be construed under and governed by the laws of the State of Colorado (including, without limitation, choice of law and conflict of law rules); provided, however, that, with respect to any portion of the Collateral located outside of the State of Colorado, the laws of the place in which such property is located (or, in the case of property located on the Outer Continental Shelf, applicable federal law (and state law made applicable as a matter of federal law)) shall apply to the extent, and only to the extent, necessary to permit Secured Party to enforce or realize upon its rights and remedies hereunder with respect to such property; and provided, further, that as to the Louisiana Collateral, this Instrument shall be construed under and governed by the laws of the State of Louisiana.

Section 8.8 This Instrument may be executed in several original counterparts. To facilitate filing and

recording, there may be omitted from certain counterparts Annex II, Annex III, Annex IV and the parts of Exhibit "A" containing specific descriptions which relate to land under the jurisdiction of offices or located in counties or parishes other than the office or county or parish in which the particular counterpart is to be filed or recorded. A complete copy of this Instrument, other than Exhibit "A", is being filed for record in the Office of the County Recorder of Los Angeles County, California. A complete copy of Exhibit "A" consists of Parts I, II, III and IV. A complete copy of said Parts I, II and III is being filed for record in Los Angeles County, California, as Exhibit "A" to the Conveyance. A complete copy of said Part IV is being filed for record in Los Angeles County, California, as Exhibit "A" to the PLDIP-PL Assignment. The counterpart of this Instrument filed in Jefferson Davis Parish, Louisiana, contains all of Exhibit "A" relating to Louisiana properties (onshore and offshore), and the counterpart filed in the case file for the lease bearing serial number OCS-G-2643 contains all of Exhibit "A" relating to offshore Louisiana properties. As to counterparts to be filed in certain states, the signatures and acknowledgments by Secured Party may be omitted if not required by applicable law. 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 8.9 Unless otherwise specified in Exhibit "A," all recording references in Exhibit "A" are to the official real property records of the county or parish 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 8.10 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 8.11 This Instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor and of Secured Party (and of Trustee), including, without limitation, any and all other banks, lending institutions and parties which may participate in the indebtedness evidenced by the Obligations or any of them. Notwithstanding any other provision contained herein, if any property interest granted by this Instrument does not vest upon the execution and delivery of this Instrument, 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 Instrument. The Banks may, by agreement among them, provide for and regulate the exercise of their rights and remedies hereunder, but, unless and until modified to the contrary in writing executed by the Banks and recorded in the same counties or offices as this Instrument is recorded, Debtor and all others shall be entitled to rely on the releases, waivers, consents, approvals, notifications and other acts of Secured Party, without inquiry into any such agreements or the existence of required consents or approvals of the Banks therefor. In accordance with and pursuant to the terms of the Credit Agreement, the Banks may appoint a successor to Citibank, N.A. as their agent hereunder, in which case all references herein to the "Secured Party" shall be deemed to

refer to such successor agent. As used herein, the term "person" shall mean individual, corporation, partnership, joint venture, agency or other form of entity or association.

Section 8.12 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 or the well or wells located on the land described in Exhibit "A;" provided that neither Secured Party nor Trustee shall have any rights under this Instrument to such minerals greater than the rights granted to Debtor and to Secured Party under the Conveyance and Assignment. This Instrument is to be filed for record in, among other places, the real estate records of each county and each parish in which the affected real estate is located; to wit, all of those listed in Exhibit "A." The mailing address of Debtor and the address of Secured Party (and of Trustee) from which information concerning the security interest may be obtained are as set forth above.

Section 8.13 Notwithstanding any other provisions of this Instrument or any other document delivered by Debtor in connection with the making of the loans secured hereby, the Notes or the Credit Agreement (herein collectively called the "Loan Documents"), the Obligations and all other amounts payable hereunder or under the Loan Documents as of any date shall be due and payable only from the Collateral. The Banks, Trustee and Secured Party shall have no right or recourse against Debtor, any past, present or future general partner of Debtor, or any stockholder, officer or director of such general partner, or any other person (including, without limitation, First City National Bank of Houston, in its individual capacity), in each case, for any deficiency or any other sum owing to the Banks, Trustee or Secured Party under any of the Loan Documents or for payment of any claim based thereon; provided, however, that nothing in this Section 8.13 shall constitute a waiver, release or discharge of any indebtedness or Obligations or limit the ability of the Banks, Secured Party or Trustee to exercise any right or remedy which any of them may have with respect to the Collateral or in the exercise of any other remedy under the Loan Documents (including, without limitation, the right to name Debtor or any other person as a party defendant in any action or suit for judicial foreclosure or for specific enforcement of any Obligation), so long as no judgment in the nature of a deficiency judgment or seeking personal liability shall be asked for (unless required by applicable law) or (if obtained) enforced against Debtor or any other person; and provided further, that nothing herein shall constitute a waiver of any Bank's ability to exercise any right or remedy which it may have against Debtor on account of any claim for intentional fraud, intentional deceit or other intentional material misrepresentation or omission or against any other person on account of any claim for fraud, deceit or other material misrepresentation or omission, whether intentional or negligent. Notwithstanding the foregoing, the entity serving as trustee of American Royalty Trust shall be personally and individually liable only for fraud or material misrepresentation or omission in bad faith or which constitutes gross negligence. The limit on liability set forth in this Section 8.13 shall not, however, be construed and is not intended in any way, to alter, limit or affect the liability of any person or party other than Debtor who now or hereafter guaranties, pledges, grants or assigns all or any portion of its properties or assets as security for, the obligations of Debtor under any of the Loan Documents.

Section 8.14 Secured Party shall be entitled to enforce payment of any indebtedness and performance of any other of the Obligations secured hereby and to exercise all rights and powers under this Instrument or under any other instrument or other agreement or any laws now or hereafter in force, notwithstanding the fact that some or all of said indebtedness and other Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Instrument nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained shall prejudice or in any manner affect Secured Party's right to realize upon or enforce any other security now or hereafter held by Secured Party, it being agreed that Secured Party shall be entitled to enforce this Instrument and any other security now or hereafter held by Secured Party in such order and manner as it may in its absolute discretion determine.

Section 8.15 Upon the occurrence and during the continuance of an Event of Default hereunder, Debtor hereby designates Secured Party as its attorney-in-fact and grants to Secured Party appropriate powers of attorney to act for and on behalf of Debtor with the Department of Interior and all other agencies, departments and subdivisions of the United States of America and of all states, in all transactions relating to the Collateral or any part thereof. Debtor hereby authorizes and directs all such agencies, departments and subdivisions to rely upon any writing from Secured Party asserting that an Event of Default hereunder has occurred, without inquiry into whether or not such Event of Default actually has occurred, and Debtor agrees that the exercising by Secured Party of such powers of attorney may be relied upon in all respects and, as between Debtor and such agency, department or subdivision, shall be binding upon Debtor.

Section 8.16 Debtor hereby requests that a copy of any notice of sale hereunder be mailed to it at the address of Debtor first set forth above.

Section 8.17. Nothing herein shall require Debtor to do anything prohibited by the terms of its partnership agreement as in effect as of December 31, 1984 at 9:00 A.M. Nothing herein shall be construed to indicate that Debtor has any operating right under the Conveyance or the Assignment.

IN WITNESS WHEREOF, Debtor has (or, as appropriate on certain counterpart originals, Debtor and Secured Party have), on the date set forth in the acknowledgments hereto, effective as of the date and time first above written, caused this Instrument to be duly executed before me, the undersigned Notary Public in and for the City and County of Denver, State of Colorado, in the presence of the undersigned competent witnesses, after due reading of the whole.

DEBTOR:

AMERICAN ROYALTY PARTNERSHIP

By: AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, Managing Partner

By: _____
Jerry L. Record,
Vice President

ATTEST:

_____
David L. Bowman,
Assistant Secretary

(SEAL)

WITNESSES TO ALL SIGNATURES:

F.R. Brier

L.S. Schwartz

Rebecca M. Mellor,
Notary Public in and
for the State of Colorado,
City and County of Denver

(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, Rebecca M. Mellor, a notary public in and for said county in said state, hereby certify that Jerry L. Record and David L. Bowman, whose names as Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, as the Managing Partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me that, being informed of the contents of said instrument, 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 Managing Partner as aforesaid on this 31st day of December, A.D. 1984. Given under my hand and seal of office.

(Arkansas Form)

On this the 31st day of December, 1984, before me, Rebecca M. Mellor, the undersigned officer, personally appeared Jerry L. Record and David L. Bowman, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP

[redacted] [redacted] [redacted]

MANAGEMENT COMPANY, a Colorado corporation, the Managing Partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, and that they, as such Vice President 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 Managing Partner of said general partnership, by themselves as Vice President and Assistant Secretary of said corporation. In witness whereof, I hereunto set my hand and official seal.

(California Form)

On this 31st day of December, in the year 1984, before me, Rebecca M. Mellor, a Notary Public of said State, duly commissioned and sworn, personally appeared Jerry L. Record and David L. Bowman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, the Managing Partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, the corporation and general partnership that executed the within instrument, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument on behalf of the corporation and general partnership therein named, and acknowledged to me that such corporation and such general partnership 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.

(Louisiana Form)

Be it Remembered that I, Rebecca M. Mellor, a Notary Public duly qualified, commissioned, sworn and acting in the aforementioned County and State, hereby certify that on this 31st day of December, 1984, before me personally appeared Jerry L. Record, the Vice President and David L. Bowman, the Assistant Secretary, respectively, of AMERICAN ROYALTY MANAGEMENT COMPANY, a Colorado corporation, the Managing Partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, each of whom being duly sworn, did say that he is the designated officer of the corporation set forth opposite his name, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of said corporation and said general partnership by authority of the Board of Directors of said corporation, and each acknowledged the instrument to be the free act and deed of said corporation and said general partnership. Witness my hand and official seal.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Jerry L. Record and David L. Bowman, the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, the Managing Partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, who acknowledged that they signed and delivered the foregoing instrument, on behalf of said corporation and said general partnership on this 31st day of December, A.D. 1984. Given under my hand on the day and year in this certificate first above written.

(Montana Form)

On this 31st day of December, in the year 1984, before me, Rebecca M. Mellor, a notary public, personally appeared Jerry L. Record and David L. Bowman, known to me to be the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, the Managing Partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, the corporation and the general 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 general partnership therein named, and acknowledged to me that such corporation and such general partnership executed the same.

(Texas Form)

Before me, Rebecca M. Mellor, a notary public duly commissioned, qualified and acting, in and for said county and state, on this day personally appeared the within named Jerry L. Record and David L. Bowman, known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, the Managing Partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, and acknowledged to me that they executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation and said general partnership. Given under my hand and official seal, this 31st day of December, 1984.

(Colorado, Florida, Kansas, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing instrument was acknowledged before me this 31st day of December, 1984, by Jerry L. Record and David L. Bowman, the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, the Managing Partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, on behalf of said corporation and said general partnership.

Witness my hand and official seal.

Rebecca M Mellor
Rebecca M. Mellor,
Notary Public

Residence: Denver, Colorado
Address: 1700 Broadway
Denver, Colorado 80290

My commission expires: October 3, 1987.

(SEAL)

ANNEX 1

CONVEYANCE OF OVERRIDING ROYALTY INTERESTS

THIS CONVEYANCE OF OVERRIDING ROYALTY INTERESTS (this "Conveyance"), dated as of December 31, 1984, is from AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership ("ARPCO"); PARTNERSHIP PROPERTIES CO., a Colorado general partnership, as nominee for ARPCO ("PPC"); PETRO-LEWIS FUNDS, INC., a Colorado corporation, as nominee for ARPCO ("PLF"), and PETRO-LEWIS CORPORATION, a Colorado corporation, as nominee for ARPCO ("PLC"), each with an address of 717-17th Street, Denver, Colorado 80202; to AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership ("ARP"), with an address of 717-17th Street, Denver, Colorado 80202. PPC, PLF and PLC are referred to herein collectively as the "Nominees." ARPCO and the Nominees are referred to herein individually and collectively as "Grantor."

Except with respect to those portions of the Burdened Interests located in the State of Louisiana or as to which the laws of the State of Louisiana may be applicable as a matter of federal law (record title to which portions is held by ARPCO), each of the Nominees holds record title to a portion of the Burdened Interests (as defined in Section 1.05 below) as nominee for ARPCO (record title being held by one or more of the Nominees in any particular county). Pursuant to the Consolidation Agreement (as defined in Section 1.09 below), ARPCO is the successor-in-interest of the Petro-Lewis limited partnerships executing this Conveyance (the "Participating Partnerships") to the Burdened Interests. The Participating Partnerships join in execution of this Conveyance: (i) on their own behalf solely for the purpose of assigning to ARPCO all of their right, title and interest in and to the Burdened Interests, and (ii) in their respective capacties as general partners of ARPCO as of the Effective Time. Except with respect to those portions of the Burdened Interests located in the State of Louisiana or as to which the laws of the State of Louisiana may be applicable as a matter of federal law (record title to which portions is and shall continue to be held by ARPCO), record title to the Burdened Interests is and shall continue to be held by the Nominees, but hereafter as nominees for ARPCO.

FOR TEN DOLLARS and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Participating Partnerships and Grantor: (i) the Participating Partnerships hereby assign to ARPCO all of their right, title and interest in and to the Burdened Interests (as defined in Section 1.05 below), and (ii) Grantor hereby transfers, grants, bargains, sells, conveys and assigns to ARP, upon the terms and conditions set forth herein, an OVERRIDING ROYALTY INTEREST in the Group I Interests (as defined in Section 1.19 below), an OVERRIDING ROYALTY INTEREST in the Group II Interests (as defined in Section 1.21 below), and an OVERRIDING ROYALTY INTEREST in the Group III Interests (as defined in Section 1.23 below), in each case as more fully described below. Each OVERRIDING ROYALTY INTEREST is referred to herein as a "Royalty Interest". Except with respect to those portions of the Burdened Interests located in the State of Louisiana or as to which the laws of the State of Louisiana may be applicable as a matter of federal law (record title to which portions is and shall continue to be held by ARPCO subject to the Royalty Interests herein conveyed), record title to the Burdened Interests is and shall continue to be held by the Nominees

subject to the Royalty Interests herein conveyed (each as to the respective Burdened Interests record title to which is now held by it), but hereafter as nominees for ARPCO.

TO HAVE AND TO HOLD: (i) all of the respective right, title and interest of each Participating Partnership in and to the Burdened Interests unto ARPCO, its successors and assigns forever, subject to the Royalty Interests, and (ii) each of the Royalty Interests unto ARP, its successors and assigns forever, subject to all of the terms and provisions of this Conveyance.

ARTICLE I

Definitions

As used herein, the following terms shall have the meanings indicated:

1.01 Abandonment Costs. "Abandonment Costs" means, with respect to any portion of the Burdened Interests, the costs attributable to such Burdened Interests or Related Personal Property accrued by Owner for plugging and abandoning wells; dismantling, removing and salvaging well equipment, platforms, gathering systems, pipelines and production facilities; and abandonment or surrender of such Burdened Interests; less the salvage value, if any, of such Related Personal Property, as estimated by Owner.

1.02 Accounting Month. "Accounting Month" means, with respect to any Net Proceeds Account, any calendar month with respect to which entries are required herein to be recorded in such Net Proceeds Account; provided, however, that the Accounting Month of January, 1985, for all purposes of this Conveyance, shall cover the period from the Effective Time through January 31, 1985.

1.03 Affiliate. "Affiliate" means, at any particular time, any person who controls, is controlled by, or is under direct or indirect common control with Owner, any one of the Nominees, or the successors or assigns of any of them. The term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") as used with respect to any person (including Owner, any of the Nominees, and the successors and assigns of any of them) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities, by contract or otherwise.

1.04 Beta Production Payment. "Beta Production Payment" means the Production Payment retained in the Assignment, Bill of Sale and Conveyance dated as of December 31, 1984, from Petro-Lewis Deferred Income Program Limited Partnership 1981-1 to PLC-ARPC, Inc.

1.05 Burdened Interests, Leases and Land. (a) "Burdened Interests" means all of the following:

(i) The undivided interests described in Exhibit A attached hereto and made a part hereof in and to the leases, licenses, permits and other agreements described in Exhibit A and the entire estates created thereby (the "Leases"), insofar as the Leases cover and relate to the land described or referred to in Exhibit A (the "Land");

(ii) The royalty, overriding royalty, net profits and mineral fee interests, production payments and all other interests, property and rights of any kind described in Exhibit A in and to the Land; and

(iii) All other interests, property and rights, if any, owned as of the Effective Time by ARPCO (or, with respect to those portions of the Burdened Interests not located in the State of Louisiana or as to which the laws of the State of Louisiana may not be applicable as a matter of federal law, by any of the Nominees as nominee for ARPCO) in and to the Land, the Leases or the production of Minerals therefrom;

subject to all lessors' royalties, overriding royalties, production payments and other similar interests owned by third parties that are valid and subsisting as of the Effective Time; subject to the agreements, contracts, instruments, orders and other matters described or referred to in Exhibit A; and subject to the provisions of Sections 1.05(b) and 1.05(c) below.

(b) "Burdened Interests" includes, at any particular time, all of the interests, property or rights described in Section 1.05(a) above:

(i) As the same have then been enlarged by any provision of any Lease, any unitization or pooling agreement or order, operating agreement, division order, transfer order or any other similar contract, instrument or order, whether recorded or unrecorded and whether or not described in Exhibit A, and all contracts, instruments and orders supplemental thereto, amendatory thereof or in substitution therefor, insofar as the same relate to such interests, property or rights, but excluding therefrom any rights, titles, claims or interests in or to such interests, property or rights that Owner may hereafter obtain with respect to the interests (including production attributable thereto) of non-consenting parties under the non-consent provisions contained in any operating agreement, unit operating agreement, contract for development or similar instrument to which such interests, property or rights are or may become subject;

(ii) As the same have then been enlarged by the removal of any charges or encumbrances to which such interests, property or rights are subject; and

(iii) Any and all renewals and extensions of any of the Burdened Interests, and any new lease taken by or on behalf of Owner either prior to or within one year after the expiration of any Lease insofar as, but only insofar as, such new lease creates an interest in any portion of the Land covered by the expired Lease no greater than that existing under the expired Lease.

(c) "Burdened Interests" does not include, at any particular time, any portion of the interests, property or rights described in Sections 1.05(a) and 1.05(b) above:

(i) To the extent that the same has then been diminished by any provision of any Lease, any unitization or pooling agreement or order, operating agreement, division order, transfer order or any other similar contract, instrument or order, whether recorded or unrecorded and whether or not described in Exhibit A, or any contract, instrument or order supplemental thereto, amendatory thereof or in substitution therefor, insofar as the same relate to any portion of such interests, property or rights, including without limitation, any diminution pursuant to the non-consent provisions of any operating agreement, unit operating agreement, contract for development or similar instrument to which any of such interests, property or rights is or may become subject with respect to which Owner is a non-consenting party; and

(ii) To the extent that the same has then been diminished by any abandonment or surrender thereof in accordance with Section 4.05, any sale thereof in accordance with Section 4.06(a), or any Farmout Agreement pursuant to Section 4.07 (unless the parties thereto do not elect to be excluded from Subchapter K of the Code).

1.06 Business Day. "Business Day" means any day (other than a Saturday or Sunday) on which banks are open in Denver, Colorado (or in such other city as Owner may designate to Grantee) and in Houston, Texas (or in such other city as Grantee may designate to Owner) for the purpose of transacting commercial banking business, and, until payment in full of the Royalty Debt, on which a payment could be made on the Royalty Debt.

1.07 Capital Expenditure. "Capital Expenditure" means any cost, other than an Abandonment Cost, accrued by Owner in accordance with generally accepted accounting principles, to the extent that such cost: (a) is attributable to any portion of the Burdened Interests or Related Personal Property; (b) is permitted or required to be capitalized under the provisions of Rule 4-10 of Regulation S-X, 17 C.F.R. § 210.4-10, of the Securities and Exchange Commission (as such Rule exists on the date of this Conveyance) by a reporting entity that follows the full cost method of accounting for oil and gas producing activities (as such activities are defined in paragraph (a) of said Rule); (c) does not represent any amortization of capitalized costs or any write-off or impairment of capitalized costs; (d) is not a property acquisition cost or exploration cost (as defined in paragraph (a) of said Rule) or General and Administrative Expenses; and (e) is a development cost (as defined in paragraph (a) of said Rule).

1.08 Code. "Code" means the Internal Revenue Code of 1954, as amended.

1.09 Consolidation Agreement. "Consolidation Agreement" means the Consolidation Agreement dated December 31, 1984, between ARPCO and the Participating Partnerships, pursuant to which ARPCO acquired the Burdened Interests and other assets and assumed certain obligations and liabilities.

1.10 Credit Agreement. "Credit Agreement" means the credit agreement of even date herewith among the Secured Lenders and ARP, any promissory notes or comparable debt instruments of ARP to or in favor of the Secured Lenders,

and any and all credit agreements, notes or comparable debt instruments between Grantee and the Secured Lenders, executed in favor of the Secured Lenders or any of them to refinance any of the Royalty Debt, as any of such documents or instruments may be amended, supplemented, modified or revised from time to time.

1.11 Deferral Account. "Deferral Account" has the meaning set forth in Section 3.08(d).

1.12 Effective Time. "Effective Time" means December 31, 1984 at 10:00 a.m., Mountain Standard Time.

1.13 Engineering Report. "Engineering Report" means, at any particular time, the most recent annual reserve report covering the Burdened Interests obtained by Owner pursuant to Section 4.02(e)(i) below, as such report is updated by Owner from time to time during the year.

1.14 Farmout Agreement. "Farmout Agreement" means any agreement entered into between Owner and a third party ("farmee"), pursuant to which Owner agrees to assign to the assignee an interest in a portion (but not in all) of the Burdened Interests located in any oil and gas field or prospect, retaining some interest burdening an interest in the Land subject to the Farmout Agreement (such as an overriding royalty interest, an oil and gas payment or other type of interest), subject to the drilling of one or more specified wells or other substantial performance by the farmee on the land subject to the Farmout Agreement as a condition of the assignment.

1.15 Farmout Interest. "Farmout Interest" has the meaning set forth in Section 4.07(b).

1.16 General and Administrative Expenses. "General and Administrative Expenses" has the meaning set forth in Section 3.03(a)(ii).

1.17 Grantee. "Grantee" means, at any particular time as to any Individual Burdened Interest, the owner of the Royalty Interest relating to such Individual Burdened Interest at that time.

1.18 Group I Account. "Group I Account" has the meaning set forth in Section 3.01.

1.19 Group I Interests. "Group I Interests" means all of the Burdened Interests to the extent that the same comprise or relate to the Leases and the Land described in Part I of Exhibit A, and the Subject Minerals attributable thereto, except the interests in such Leases and Land described in Part II of Exhibit A.

1.20 Group II Account. "Group II Account" has the meaning set forth in Section 3.01.

1.21 Group II Interests. "Group II Interests" means all of the Burdened Interests to the extent that the same comprise or relate to the interests in the Leases and the Land described in Part II of Exhibit A, and the Subject Minerals attributable thereto.

1.22 Group III Account. "Group III Account" has the meaning set forth in Section 3.01.

1.23 Group III Interests. "Group III Interests" means all of the Burdened Interests to the extent that the same comprise or relate to the Leases and the Land described in Part III of Exhibit A, and the Subject Minerals attributable thereto.

1.24 Individual Burdened Interest. "Individual Burdened Interest" means any portion of the Burdened Interests as to which a separate Net Proceeds Account is required to be established and maintained pursuant to Section 3.01.

1.25 Minerals. "Minerals" means oil, gas, casinghead gas, other hydrocarbons (whether liquid or gaseous) and sulphur; such term shall also include any other minerals to which Owner, or any of the Nominees as nominee for Owner, is entitled pursuant to the terms of the Leases or any other agreements or interests included in the Burdened Interests.

1.26 Net Proceeds. "Net Proceeds" means, for any Accounting Month and any Net Proceeds Account, an amount equal to the credit balance, if any, in such Net Proceeds Account as of the end of such Accounting Month, determined in accordance with Sections 3.08 and 3.09.

1.27 Net Proceeds Account. "Net Proceeds Account" means the account established and maintained with respect to any portion of the Burdened Interests pursuant to Section 3.01 and the other terms of this Conveyance.

1.28 Owner. "Owner" means, at any particular time and as to any portion of the Burdened Interests, the owner of such portion of the Burdened Interests at that time.

1.29 Payment Date. "Payment Date" means, with respect to any Accounting Month and any of the Royalty Interests, the first Business Day of the third calendar month following such Accounting Month; provided, however, that for each of the Accounting Months of January, February and March, 1985, "Payment Date" means June 7, 1985.

1.30 Permitted Drilling. "Permitted Drilling" has the meaning set forth in Section 4.04.

1.31 Preliminary Payment, Preliminary Payment Date. "Preliminary Payment" has the meaning set forth in Section 3.12. "Preliminary Payment Date" means April 5, 1985.

1.32 Prime Rate. "Prime Rate" means the variable interest rate, per annum, in effect from time to time, equal to the rate of interest publicly announced by Citibank, N.A., of New York, New York, from time to time as its base rate, determined with respect to any particular day as of 5:00 p.m. New York time on that day.

1.33 Producer. "Producer" has the meaning assigned to it in section 4996(a)(1) of the Code.

1.34 Production Proceeds. "Production Proceeds" has the meaning set forth in Section 3.11.

1.35 Purchase Price. "Purchase Price" has the meaning set forth in Section 4.06(a).

1.36 Related Personal Property. "Related Personal Property" means, with respect to any portion of the Burdened Interests, any equipment or other personal property and any fixtures or other improvements (including property which is not personal property, to the extent such property is not

part of the Burdened Interests) on, appurtenant to or relating to such Burdened Interests or any unit in which any portion of such Burdened Interests is included, but excluding therefrom any rights, titles, claims or interests in and to such equipment, property, fixtures or improvements that Owner may hereafter obtain with respect to the interests of nonconsenting parties under the non-consent provisions contained in any operating agreement, unit operating agreement, contract for development or similar instrument to which such equipment, property, fixtures or improvements may be or become subject.

1.37 Required Capital Expenditures. "Required Capital Expenditures" means, for any of the Accounting Months or calendar years identified in Exhibit B attached hereto, the amount set forth in Exhibit B opposite such Accounting Month or calendar year, except as otherwise provided in Section 3.01(b).

1.38 Retained Interest. "Retained Interest" has the meaning set forth in Section 4.07(a).

1.39 Royalty Debt. "Royalty Debt" means, at any particular time, the indebtedness that the Royalty Interests were subject to at the time they were transferred to ARP (the "Subject-To Debt"), any indebtedness incurred by ARP on or before April 30, 1985 to, among others, Citibank, N.A., in an aggregate initial principal amount not exceeding $300,000,000 (the "New Debt"), together with interest thereon at the rate provided for in the promissory note or notes evidencing such indebtedness, or such portion thereof as may be outstanding at that time, and such other indebtedness as may, at that time, be secured by any of the Security Documents.

1.40 Royalty Interest. "Royalty Interest" means, with respect to any Individual Burdened Interest, the overriding royalty interest hereby conveyed in such portion of the Burdened Interests and in the Subject Minerals attributable thereto (together with all of the rights, titles, interests, remedies, powers and privileges appurtenant or incident thereto), the quantum of which interest as to each such Royalty Interest is determined in the manner and subject to the limitations provided in this Conveyance.

1.41 Secured Lenders. "Secured Lenders" means, at any particular time, the holders at that time of promissory notes evidencing the Royalty Debt or of any other obligation the payment or performance of which is secured by any of the Security Documents.

1.42 Security Document. "Security Document" means: (a) any of the mortgages, deeds of trust, assignments, indentures, security agreements, financing statements and other security documents, encumbering the Burdened Interests as of the date hereof and securing the Subject-To Debt (as defined in Section 1.39), until payment in full of the Subject-To Debt or written termination or release by Secured Lenders of such document or instrument, and (b) any of the mortgages, deeds of trust, assignments, indentures, security agreements, financing statements and other security documents executed by ARP on or before April 30, 1985 to secure the New Debt (as defined in Section 1.39); as such document or instrument (whether described in (a) or (b) above) may be amended, supplemented, modified or revised from time to time, together with any replacement therefor given to secure all or any portion of the Royalty Debt existing prior to the issuance of such replacement Security Document.

1.43 Subject Minerals. "Subject Minerals" means, with respect to any portion of the Burdened Interests, all Minerals in, under or that may be produced and saved from, or that may accrue or be allocated to, such Burdened Interests, including the proceeds thereof, other than: (a) any Minerals attributable to lessors' royalties, overriding royalties, production payments and other similar interests owned by third parties and burdening such Burdened Interests, to the extent valid and subsisting as of the Effective Time; (b) any Minerals attributable to non-consent operations on all or any portion of such Burdened Interests, with respect to which Owner is a consenting party and which represent Owner's share of Minerals otherwise attributable to the interests of non-consenting parties that are payable to the consenting party or parties under the recoupment and penalty provisions of the applicable operating agreement, unit operating agreement or other instrument providing for non-consent operations (unless Owner is entitled to receive such share as of the Effective Time); and (c) any Minerals attributable to any such non-consent operations with respect to which Owner is a non-consenting party pursuant to Section 4.02(a) and which are dedicated to the recoupment of costs and expenses of the consenting party or parties or the payment of penalties under the terms of the applicable agreement providing for non-consent operations.

1.44 Taxable Period. "Taxable Period" has the meaning assigned to it in section 4996(b)(7) of the Code.

1.45 Windfall Profit Tax. "Windfall Profit Tax" means the tax imposed by section 4986(a) of the Code.

ARTICLE II

Royalty Interest

2.01 Royalty Interest. The quantum of the Royalty Interest with respect to each Individual Burdened Interest and the Subject Minerals attributable thereto shall be that variable undivided percentage (which percentage may be zero but which shall not exceed 100 percent) of the Subject Minerals attributable to such Individual Burdened Interest, required from time to time to entitle Grantee to receive, as herein provided, proceeds of such Subject Minerals in an amount equal to 90 percent of the Net Proceeds, if any, determined, in the manner and subject to the limitations provided herein, individually with respect to each such Individual Burdened Interest.

2.02 Effective Time. This Conveyance is effective for all purposes as of the Effective Time.

2.03 Minerals Unavoidably Lost. No Royalty Interest shall be payable out of any Subject Minerals unavoidably lost in the production or processing thereof or used in conformity with sound oil and gas field practices for drilling or production operations (including without limitation, fluid or gas injection, secondary or tertiary recovery, pressure maintenance, repressuring or cycling operations) if and to the extent that such loss or use is fairly allocable to operations conducted for the purpose of producing Subject Minerals. Any such Subject Minerals unavoidably lost or used in conformity with sound oil and gas field practices for such drilling or production operations shall not be taken into account in any manner whatsoever in the determination of any Royalty Interest.

2.04 Federal and Indian Leases. So long as and to the extent that the same may be required by applicable laws or regulations, in the event that the Secretary of the Interior or his designee determines pursuant to 43 C.F.R. § 3103.3-3 (1983) or any successor regulation that any portion of the Royalty Interests should be suspended with respect to any lease from the United States included in the Burdened Interests, any amounts that would otherwise be credited or debited to a Net Proceeds Account and that are attributable to the lease or such zone or portion thereof affected shall be excluded from the computation of Net Proceeds until the suspension is terminated by the Secretary of the Interior or his designee. The exclusion shall apply separately to any zone or portion of such lease segregated for purposes of computing royalty due to the United States and affected by the suspension. Furthermore, pursuant to the provisions of 25 C.F.R. §§ 211.26(d) and 212.22(d) (1983) or any successor regulations, nothing contained in this Conveyance shall be construed as modifying any of the obligations of the lessee under any Indian lease issued pursuant to the provisions of 25 C.F.R. Parts 211 and 212 (1983) that is included in the Burdened Interests, including without limitation, obligations for diligent development and operation, protection against drainage, compliance with oil and gas operating regulations (43 C.F.R. Part 3160) and the requirement for obtaining departmental approval before abandonment of any well located on any such lease. All of such obligations shall remain in full force and effect, notwithstanding the existence of any Royalty Interest.

2.05 Marketing of Production. Subject to the provisions of Section 5.02(b), Owner shall have sole and exclusive authority, and shall use all reasonable efforts, in accordance with reasonable and prudent business judgment and sound oil and gas field practices, to market or cause to be marketed the Subject Minerals; provided, however, that any sale of Subject Minerals by Owner to an Affiliate shall be made at a price not less than the then-current fair market value of such Subject Minerals in the vicinity where sold and on terms not less favorable than those generally available in such vicinity from third-party purchasers. Grantee shall have no right to take any portion of the Subject Minerals in kind, and it shall not be necessary for Grantee to join in any product sales contract relating to the Subject Minerals or any amendment thereof. No Royalty Interest shall participate in, and the Net Proceeds Account with respect thereto shall not be credited or debited with, any proceeds from or any costs or expenses of any resales, trades, exchanges or other dispositions of Subject Minerals by any Affiliate following an initial sale of such Subject Minerals in accordance with this Section 2.05.

2.06 Liability for Costs. Grantee shall not be liable or responsible for payment of any costs, expenses or liabilities charged or chargeable to any Net Proceeds Account nor for any other costs, expenses or liabilities (including without limitation, acquisition, exploration, development, production, treatment, transportation, marketing, casualty or abandonment costs) attributable to the Burdened Interests, Related Personal Property or Minerals (collectively, "Owner's Costs"), it being the intent of Owner and Grantee that each Royalty Interest shall constitute a non-possessory, non-operating mineral right for all purposes. Owner shall indemnify, defend and hold Grantee harmless from and against all of Owner's Costs. Notwithstanding the foregoing, certain costs and expenses shall be charged against the appropriate Net Proceeds Account for the purpose of determining the quantum of each Royalty Interest, as and to the extent provided herein.

ARTICLE III

Accounting

3.01 Net Proceeds Accounts. (a) As of the Effective Time, there shall be established three separate Net Proceeds Accounts, one of which shall relate solely to the Group I Interests (the "Group I Account"), one of which shall relate solely to the Group II Interests (the "Group II Account") and one of which shall relate solely to the Group III Interests (the "Group III Account"). If, after the Effective Time, any portion of the Burdened Interests is transferred subject to any Royalty Interest, or if any portion (but not all) of any Royalty Interest is transferred upon foreclosure, in whole or in part, of any mortgage, deed of trust or other lien or encumbrance upon any portion of the Royalty Interest, or by deed or assignment in lieu of foreclosure to Secured Lenders or their designees, separate Net Proceeds Accounts shall be established relating solely to, respectively, the portion of the Group I Interests, the portion of the Group II Interests or the portion of the Group III Interests, as the case may be, then so transferred or then subject to the portion of the Royalty Interest so transferred (a separate Net Proceeds Account or Accounts being established upon each such division of the Group I Interests, the Group II Interests, the Group III Interests or any of the Royalty Interests, as the case may be, each such account to commence with a zero balance except as otherwise provided in Section 3.01(b)); and the Net Proceeds Accounts theretofore established with respect to portions of the Burdened Interests shall remain applicable to all of the Burdened Interests covered thereby other than the portions of the Burdened Interests so transferred (or, in the case of a transfer of a portion of any Royalty Interest, other than the portion of the Burdened Interests subject to the portion of the Royalty Interest so transferred). Any of the Net Proceeds Accounts provided for in this Section 3.01 may be referred to herein individually as a "Net Proceeds Account" or collectively as "Net Proceeds Accounts." Each Net Proceeds Account shall be maintained in accordance with the provisions of this Article III and the other terms of this Conveyance. Wherever used in this Article III with regard to a particular Net Proceeds Account established pursuant to this Section 3.01, the terms "Burdened Interests," "Minerals," "Subject Minerals," "Related Personal Property" and "Royalty Interest" shall refer, respectively, to the particular Burdened Interests, Minerals and Subject Minerals attributable to such Burdened Interests, and Related Personal Property that are covered by such Net Proceeds Account, and to the Royalty Interest in such Burdened Interests and Subject Minerals, the quantum of which is determined by reference to such Net Proceeds Account.

(b) If, after the Effective Time, a new Net Proceeds Account is established with respect to any portion of the Group I Interests pursuant to Section 3.01(a), or a portion of the Group I Interests is sold free of the applicable Royalty Interest, then the amounts of Required Capital Expenditures set forth in Exhibit B shall be divided among the various Net Proceeds Accounts relating thereto, or reduced, as the case may be, on the basis of the projected capital expenditure amounts set forth for the affected portions of the Group I Interests in the reserve report dated November 25, 1984. All of the provisions of this Conveyance with regard to the Group I Account, Required Capital Expenditures and Group I Debitable Capital Expenditures shall thereafter apply to each such Net Proceeds Account after giving effect to such division or reduction of Required Capital Expenditures.

[redacted] [redacted] [redacted]

3.02 Credits. (a) Each Net Proceeds Account established pursuant to Section 3.01 with respect to a portion of the Burdened Interests shall be credited with the following, if, as and when the proceeds and sums described in this Section 3.02 are received by Owner, or by any Affiliate for Owner's account, at or after the Effective Time or at the time otherwise specified in this Section 3.02:

(i) To the extent that the following are attributable to such portion of the Burdened Interests, or the Subject Minerals or Related Personal Property attributable thereto:

(A) An amount equal to the gross proceeds (without reduction for withholdings for Windfall Profit Tax or for items that are debits to the Net Proceeds Account) of the sale of Subject Minerals produced;

(B) An amount equal to the proceeds of all insurance collected as a consequence of loss of or damage to any portion of the Burdened Interests, Subject Minerals or Related Personal Property;

(C) An amount equal to the proceeds of all judgments, claims and other charges collected in respect of any portion of the Burdened Interests, Subject Minerals or Related Personal Property;

(D) Except to the extent that the following are included in the proceeds of sales made pursuant to Sections 4.06(a) or 4.06(b) below, an amount equal to the proceeds of sale of any Related Personal Property, including without limitation, all amounts received under any unit agreement or unit operating agreement relating to any unit in which any portion of the Burdened Interests is included, on account of the sale or removal of such property from or from use in connection with such unit; or, if there is a transfer or removal of any such property without a sale, then the fair market value of such property at the time of transfer, as provided in Section 4.03;

(E) Any amounts received on account of overproduction of Minerals from, or accruing or allocable to, any portion of the Burdened Interests, and any amounts received from third parties as settlement for any underproduction in connection with any portion of the Burdened Interests;

(F) Any amounts received as advance payments for Minerals to be produced in the future from, or which may accrue or be allocable to any portion of the Burdened Interests, pursuant to any advance payment, take-or-pay or ratable-take agreement or provision;

(G) Any amounts received in connection with the drilling or deferral of drilling of any well on any portion of the Burdened Interests, as dry-hole or bottom-hole payments relating to any portion of the Burdened Interests, or as payments from third parties for

the use of gas plants or other Related Personal Property (including without limitation, payments for such things as compression, dehydration, treatment, gathering and platform space rentals with respect to production of Minerals);

(H) Any amounts received for conformance of investment in connection with the creation, expansion or contraction of any unit or units in which any portion of the Burdened Interests is or becomes included;

(I) Any amounts received from the sale of Minerals that were purchased by or for the account of Owner and processed in gas plants or similar facilities on, appurtenant to or relating to any portion of the Burdened Interests or in other Related Personal Property;

(J) For each Accounting Month, an amount equal to any additional credits required with regard to Windfall Profit Tax matters pursuant to Section 3.04, and any amounts equal to interest if required pursuant to Section 3.02(b)(i) below;

(K) An amount equal to 11.111 percent of any taxes which would be a debit under Section 3.03(a)(i)(G)(1) or (2) to the Net Proceeds Account if they were accrued or paid by Owner but which are not accrued or paid by Owner because they are paid or deposited directly by or withheld directly from Grantee;

(L) For each Accounting Month, an amount, if any, equal to the amount debited to the Net Proceeds Account under Section 3.03(a)(i)(M) for that Accounting Month; and

(M) Except as provided in Section 3.02(b) below, an amount equal to all other moneys, credits (other than income tax credits) and the fair market value of all other things of value received in respect of any portion of the Burdened Interests, Subject Minerals or Related Personal Property (including without limitation, any adjustments to or refunds of taxes the amount of which was previously debited to the Net Proceeds Account pursuant to Section 3.03(a)(i)(G), but not including refunds of Windfall Profit Tax attributable to crude oil removed or deemed to be removed (as defined in the Treasury regulations under section 4996 of the Code) from the premises (as defined in section 4988(c) of the Code) in periods prior to the Effective Time).

(ii) An amount equal to that portion of: (A) all cash received by ARPCO from the Participating Partnerships at the time the Burdened Interests were assigned to ARPCO (except cash used by ARPCO to pay PLC for advances to the Participating Partnerships or to pay any bank lenders to the Participating Partnerships), and (B) all proceeds of all other assets acquired by ARPCO from any of the Participating Partnerships, including without limitation, contingent and unknown assets (except any

proceeds governed by Sections 3.02(a)(i), 4.06(a) or 4.06(b), and except any refunds of Windfall Profit Tax attributable to crude oil removed or deemed to be removed (as defined in Treasury regulations under section 4996 of the Code) from the premises (as defined in section 4988(c) of the Code) in periods prior to the Effective Time), reasonably allocated by ARPCO to each Net Proceeds Account (ARPCO being obligated hereby to allocate reasonably all such cash and proceeds among all of the then-existing Net Proceeds Accounts).

(iii) If any of the Burdened Interests is sold pursuant to Section 4.06(a), an amount equal to 111.111 percent of the amount by which the Purchase Price was reduced pursuant to Section 4.06(a)(i)(A) by reason of a debit balance in the Net Proceeds Account as of the end of the Accounting Month during which the sale was closed, which credit shall be made with respect to the Accounting Month immediately following the closing of the sale.

(b) Except as hereinafter provided, no Net Proceeds Account established pursuant to Section 3.01 shall be credited with any of the following:

(i) Any proceeds of sale of Subject Minerals that are withheld or suspensed by Owner or a third party or deposited with an escrow agent by Owner or a third party because of the existence of a controversy or possible controversy with regard to the correct or lawful sales price of any Subject Minerals or with regard to the proper payment of lessors' royalties, overriding royalties, production payments and other similar burdens payable to third parties with respect to any portion of the Burdened Interests; provided, however, that any such proceeds released by Owner or a third party to or for the account of Owner or any Nominee upon settlement of any such controversy shall be credited to the Net Proceeds Account when so released or received by Owner or such Nominee. Amounts credited under the provisons of this Section 3.02(b)(i) shall include: (A) any interest on such released proceeds that may be paid by third parties, and (B) if such released proceeds were withheld or suspensed by Owner or deposited with an escrow agent by Owner, an amount equal to interest on such released proceeds for the period of withholding, suspension or escrow equal to the rate on 30-day U.S. Treasury Bills in effect on the last day of each Accounting Month during which such released proceeds were withheld, suspensed or escrowed.

(ii) Any amounts received on account of the sale of any portion of the Burdened Interests, which amounts shall be subject to the provisions of Section 4.06(a) or Section 4.06(b), as the case may be.

3.03 Debits. (a) Subject to the provisions of Sections 3.03(c) and 3.08, each Net Proceeds Account established pursuant to Section 3.01 for a portion of the Burdened Interests shall be debited with the following (whether paid or accrued by Owner or paid by others for Owner's account) if, as and when the following are accrued by Owner, at or after the Effective Time, in accordance with generally accepted

accounting principles, or shall be debited at the time otherwise expressly provided for in this Section 3.03. The terms "paid," "charged," "incurred" and the like are used below only in the context of defining the expense items described below, and shall not control the timing of debits of such items to the Net Proceeds Account (which shall be governed by the preceding sentence).

(i) To the extent the following are attributable to such portion of the Burdened Interests, or the Subject Minerals or Related Personal Property attributable thereto:

(A) An amount equal to all costs for: (1) all direct labor, transportation and other services necessary for operating, developing and maintaining any portion of the Burdened Interests or Related Personal Property; (2) all Permitted Drilling and all reworking operations performed with respect to any portion of the Burdened Interests; (3) all Related Personal Property (provided that if Related Personal Property covered by another Net Proceeds Account or owned by Owner or an Affiliate is placed on or becomes appurtenant or related to such portion of the Burdened Interests, an amount equal to the fair market value of that Related Personal Property at the time of the transfer shall be debited to the Net Proceeds Account thereafter covering such Related Personal Property, as provided in Section 4.03); (4) all fabricating, transporting, constructing, positioning and installing of platforms, pipelines, gas processing plants and other production facilities on, appurtenant to or relating to any portion of the Burdened Interests; (5) all fluid or gas injection, pressure maintenance, secondary and tertiary recovery, repressuring and cycling operations relating to the production of Minerals from or allocated to any portion of the Burdened Interests; (6) all processing, compression, treatment, dehydration, manufacture, separation, fractionating, refinement, marketing, gathering and transportation of Minerals from or allocated to any portion of the Burdened Interests; (7) all hydrocarbons purchased by or for the account of Owner and processed in gas plants or similar facilities on, appurtenant to or related to any portion of the Burdened Interest or in other Related Personal Property; (8) any items charged to Owner or Owner's account for conformance of investment in connection with the creation, expansion or contraction of any unit or units in which any portion of the Burdened Interests is or becomes included (except any such items attributable to the interests of non-consenting parties under the non-consent provisions of any unit agreement or unit operating agreement that arise from non-consent elections made after the Effective Time); (9) Abandonment Costs relating to any portion of the Burdened Interests; (10) all charges, whether or not described elsewhere herein, billed by and paid to any operator (including any Affiliate) or incurred by Owner, in each case pursuant to any operating agreement with an independent third party or parties covering any portion of the Burdened Interests, to the

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extent such charges are not otherwise debited to the Net Proceeds Account; and (11) if Owner and/or any Affiliate owns the entire operating interest in any portion of the Burdened Interests (whether or not such portion of the Burdened Interests is subject to an operating agreement), such charges determined by Owner to be customary at that time for "Overhead--Fixed Rate Basis" as that term is defined in Article III, Paragraph 1A of the standard form COPAS-1974 "Accounting Procedure--Joint Operations" recommended by the Council of Petroleum Accountants Societies of North America or such successor form thereto as may be in effect from time to time (determined from an average of industry rates at that time for similar oil and gas operations in the same geographical region);

(B) An amount equal to the costs incurred by Owner for maintaining the Leases in effect and for evaluating the Subject Minerals, including without limitation, expenses for title opinions and title curative, general legal advice, filing and recording fees; bonus and any other amounts payable for extensions and renewals of Burdened Interests; rentals, shut-in gas royalties and minimum royalties; geological, geophysical, seismic and other pre-drilling evaluation costs (except any such costs that Owner determines, in accordance with reasonable and prudent business judgment, should be charged to the farmee under any Farmout Agreement entered into pursuant to Section 4.07 in which the farmee is an Affiliate); and expenses for independent reserve engineering reports covering any portion of the Burdened Interests;

(C) An amount equal to the costs incurred by Owner as payments in connection with the deferral of drilling of any well on any portion of the Burdened Interests, as dry-hole or bottom-hole payments relating to any portion of the Burdened Interests, or as payments to third parties for the use of facilities for such things as compression, dehydration, treating and gathering charges or platform space rental with respect to production of Minerals from or allocated to any portion of the Burdened Interests;

(D) Any amounts paid as refund, interest or penalty to a purchaser of Minerals produced from or allocated to any portion of the Burdened Interests, or to any governmental agency or other person because the amount initially received as sales price for Minerals was more, or allegedly more, than permitted by the terms of any applicable contract, statute, regulation, order, decree or other obligation, except any amounts withheld, suspensed or escrowed pursuant to Section 3.02(b)(i);

(E) Any amounts paid to third parties as settlement for any change or adjustment in ownership interests affecting any portion of the Burdened Interests (except any amounts

paid by Owner on account of any non-consenting party's interest in any non-consent operations with respect to which Owner is a consenting party and arising from a non-consent election made by Owner after the Effective Time and except any amounts withheld, suspensed or escrowed pursuant to Section 3.02(b)(i);

(F) Any amounts paid to third parties as settlement on account of any overproduction of Minerals, or as a refund or settlement on account of any payments previously received pursuant to any advance payment, take-or-pay or ratable-take agreement or provision, for Minerals to be produced in the future from or allocated to any portion of the Burdened Interests;

(G) An amount equal to: (1) all taxes (together with all interest, penalties and additional assessments related thereto) paid or deposited by, or withheld from, Owner in respect of the interest of Owner in any portion of the Burdened Interests, Subject Minerals or Related Personal Property, including without limitation, ad valorem, property, production, severance, occupation and any other taxes assessed against or attributable to any portion of the Burdened Interests, Subject Minerals or Related Personal Property; (2) any of such types of taxes attributable to the interest of Grantee in such portion of the Burdened Interests or Subject Minerals paid or deposited by, or withheld from, Owner pursuant to Section 3.03(b), and (3) an amount equal to 11.111 percent of all refunds received by Grantee or Grantee's partners, or claimed by persons who are beneficiaries of Grantee's partners of taxes the amount of which was previously credited to the Net Proceeds Account under Section 3.02(a)(i)(K); provided, however, that any of the foregoing amounts shall not be so debited to the extent that such amounts include mortgage or income taxes or Windfall Profit Tax, or are paid from amounts withheld, suspensed or escrowed pursuant to Section 3.02(b)(i); and provided further that debits arising under subsection 3.03(a)(i)(G)(2) shall be debited in the same Accounting Month as they would be debited if they arose from taxes attributable to the interest of Owner in the Burdened Interests or Subject Minerals, and debits arising under subsection 3.03(a)(i)(G)(3) shall be debited in the Accounting Month in which such refunds are received by Grantee or Grantee's partners or in which instructions for claiming such refunds are furnished to persons who are beneficiaries of Grantee's partners;

(H) An amount equal to all insurance and bond premiums paid for insurance and bonds carried with respect to any portion of the Burdened Interests, Subject Minerals or Related Personal Property;

(I) An amount equal to all expenditures incurred in connection with or in settlement of all litigation, losses, liabilities,

demands, claims, damages, judgments and other similar expenses (including without limitation, legal services) relating to any portion of the Burdened Interests or Related Personal Property, the development, operation or maintenance thereof, the marketing of Subject Minerals, except to the extent that such expenditures were incurred in connection with any legal proceeding brought pursuant to Section 4.13 or Article V by Grantee or any of its successors or assigns, in which it is finally adjudged or decreed, or conceded by Owner, that Grantee (or the Secured Lenders) is or was entitled to injunctive or other equitable relief or that there was, at the time the proceeding was brought, an unremedied default by Owner in performance of any of Owner's obligations set forth in this Conveyance;

(J) An amount equal to the costs incurred in making any filings or applications with any governmental agency relating to any portion of the Burdened Interests, Subject Minerals or Related Personal Property;

(K) For each Accounting Month, an amount equal to the additional debit, if any, determined under Section 3.09 with respect to any debit balance in the Net Proceeds Account for the immediately preceding Accounting Month;

(L) For each Accounting Month, an amount equal to any additional debits required with regard to Windfall Profit Tax matters pursuant to Section 3.04, or for income tax adjustments or other amounts debitable pursuant to Section 3.05;

(M) For each Accounting Month, an amount, if any, equal to 8.333 percent (or, if such Accounting Month falls in a taxable year of Owner consisting of less than twelve months, that percentage which equals one divided by the number of months in such taxable year) of Owner's estimated federal income tax deduction, for Owner's taxable year in which such Accounting Month falls, for depreciation or cost recovery on tangible assets included in Related Personal Property acquired by ARPCO from the Participating Partnerships;

(N) An amount equal to all other costs, expenses and liabilities (except payments of amounts withheld, suspensed or escrowed pursuant to Section 3.01(b)(i)) incurred for: (1) the necessary or proper development, operation and maintenance of the Burdened Interests or Related Personal Property, and (2) marketing the Subject Minerals;

(ii) An amount equal to all other costs, expenses and liabilities relating or attributable to any portion of the Burdened Interests, the Royalty Interests, the administration of this Conveyance, the maintenance of records and the performance of obligations hereunder or the provision of any information to Grantee or any of its partners that are not otherwise debited to the Net Proceeds

Account pursuant to Section 3.03(a)(i), to the extent that such costs are fairly and reasonably allocable such portion of to the Burdened Interests, Subject Minerals and Related Personal Property, including without limitation: (A) an allocated share of reasonable costs and expenses paid to third parties incurred in connection with providing and preparing information for such reports and filings as may be necessary for Grantee or any of its partners to comply with the Securities Act of 1933 as amended, the requirements of the Securities Exchange Act of 1934 as amended, applicable stock exchange requirements, the Code and reporting requirements to the security holders of Grantee or any of its partners or to Secured Lenders, and (B) a share of General and Administrative Expenses accrued by Owner and its Affiliates, allocated as hereinafter provided. "General and Administrative Expenses" means the expenses of employee compensation and benefits, executive management, bookkeeping, accounting, reporting, data processing, data processing systems, indirect legal services, mail, office rent, clerical and other office employees, travel and telephone charges, and other items of a general and administrative nature, whether like or unlike the foregoing, reasonably incurred by Owner or its Affiliates. The share of General and Administrative Expenses charged as a debit hereunder shall be determined by Owner on the basis of a fair and reasonable allocation of the total General and Administrative Expenses accrued by Owner and its Affiliates between their activities unrelated to the Burdened Interests, Subject Minerals and Related Personal Property on the one hand, and their activities related thereto on the other hand (and, as to the share attributable to the latter, among the various Individual Burdened Interests); provided, however, and without limitation, that the total General and Administrative Expenses shall not include any costs, expenses or liabilities of Owner or any of its Affiliates allocable to American Royalty Partnership Management Company, a Colorado corporation, or incurred in connection with (AA) activities unrelated to oil and gas activities, (BB) the creation and development of new investment products, or (CC) the marketing and sales of investment products;

(iii) An amount equal to all debts and liabilities of the Participating Partnerships assumed by ARPCO pursuant to the Consolidation Agreement (including without limitation, liabilities of the Participating Partnerships for Windfall Profit Tax not due until after the Effective Time, but paid prior to the Effective Time by PLF on behalf of the Participating Partnerships, and Windfall Profit Tax due with respect to crude oil removed or deemed to be removed (as defined in the Treasury regulations under section 4996 of the Code from the premises (as defined in section 4988(c) of the Code) during the two-calendar-month period immediately preceding the Effective Time, but with respect to which Windfall Profit Tax is paid or withheld after the Effective Time), and all debts and liabilities of ARPCO, any general partner of ARPCO or any affiliate of any general partner of ARPCO arising, or imposed on ARPCO, any general partner of ARPCO or any affiliate of any general partner of ARPCO, because of its status as succes-

sor-in-interest to the Participating Partnerships under the Consolidation Agreement, or because of its former status as general partner of the Participating Partnerships, including without limitation, all contingent and unknown liabilities (at the time they become known and accrued), but excluding: (A) all liabilities discharged and other payments made with the proceeds of Windfall Profit Tax refunds attributable to crude oil removed or deemed to be removed (as defined in Treasury regulations under section 4996 of the Code) from the premises (as defined in section 4988(c) of the Code) in a period prior to the Effective Time; (B) all of the Participating Partnerships' indebtedness to banks, (C) all of the Participating Partnerships' indebtedness to PLC for advances to them; provided, however, that if the actual amount of the Participating Partnerships' total indebtedness to PLC for advances, as finally determined by PLC, exceeds the amount of advances for which PLC received cash or units in American Royalty Trust from Owner at the time of the closing of the transaction in which the Royalty Interests were created (the amount of advances for which such units were issued being deemed to equal 100 percent of the advances used in calculating the number of such units to be received by PLC), the Net Proceeds Accounts shall be debited with amounts equal to such excess (all of which amounts shall be fairly and reasonably allocated by Owner among all of the Individual Burdened Interests at the time when such excess is ascertained by Owner); and (D) all liabilities (other than liabilities for Windfall Profit Tax deficiencies of the Participating Partnerships imposed under section 6232(c) of the Code) of ARPCO, any Affiliate, any general partner of ARPCO or any affiliate of any general partner of ARPCO arising, or imposed on it, because of its former status as general partner of any Participating Partnership, for which the general partner of such Participating Partnership would not have been entitled to receive reimbursement under the limited partnership agreement of such Participating Partnership (but specifically excluding liabilities for Windfall Profit Tax deficiencies arising from any Participating Partnership's election under section 6232(c) of the Code).

(iv) An amount equal to all costs and expenses of Owner or its Affiliates incurred in connection with the creation of the Royalty Interests or any transaction relating thereto not covered by Section 3.03(a)(iii), including without limitation, any of the "Transaction Costs" referred to in the Proxy Statement/Prospectus used in connection with the solicitation of votes from the limited partners of the Participating Partnerships approving the transactions resulting in the creation of the Royalty Interest (which costs and expenses shall be fairly and reasonably allocated by Owner among all of the Individual Burdened Interests), but not including any such costs or expenses fairly and reasonably allocable to the refinancing of that portion of the bank debt of the Participating Partnerships assumed by ARPCO but not by Grantee.

(v) With respect to the Group I Account only, and then only to the extent of any credit balance in the Group I Account for that Accounting Month (determined after deduction of all of the debits required for that Accounting Month by the foregoing provisions of this Section 3.03 from all of the credits required for that Accounting Month by the provisions of Section 3.02): an amount equal to the debit, if any, required pursuant to Section 3.06 for that Accounting Month; and, to the extent of any credit balance remaining after deduction of any debit required pursuant to Section 3.06, an amount equal to the debit, if any, required pursuant to Section 3.07.

(vi) An amount equal to the debits, if any, required for that Accounting Month pursuant to Sections 3.08(e), 3.08(f) or 3.08(g).

(b) Owner, as an accommodation to Grantee, and to the extent permitted by applicable law, agrees to be responsible for: (i) rendering for purposes of ad valorem, property, production, severance, occupation and other taxes (but not mortgage or income taxes or Windfall Profit Tax) the interest of Grantee in the Burdened Interests and Subject Minerals to the extent that such interest is required to be rendered pursuant to any applicable statute imposing such taxes, and (ii) paying (through payment or deposit by Owner or its agents or through withholding from Owner) the applicable taxes attributable to such interest. Owner shall be entitled to debit the Net Proceeds Account by the amount of the taxes so paid, withheld or deposited in respect of the interest of Grantee in the Burdened Interests and Subject Minerals covered by such Net Proceeds Account, in accordance with Section 3.03(a)(i)(G).

(c) As, when and to the extent required by Section 3.08, Owner shall defer debiting to the Net Proceeds Account costs, expenses and liabilities accrued by Owner and otherwise then debitable to the Net Proceeds Account. Amounts so deferred shall be debited to the Deferral Account or Accounts established by Owner for that purpose, as provided in Section 3.08(d). Amounts so deferred may be debited to the Net Proceeds Account as, when and to the extent provided in Sections 3.08(e), 3.08(f) and 3.08(g).

3.04 Debits and Credits for Windfall Profit Tax. (a) Owner and Grantee acknowledge that, under section 4996(a) of the Code, for the purpose of computing the Windfall Profit Tax, Owner will generally be treated as the Producer of 10 percent, and Grantee will generally be treated as the Producer of 90 percent, of that crude oil produced from the Burdened Interests of which either Owner or Grantee is treated as the Producer.

(b) If, in any Taxable Period, Owner is treated as the Producer of more than 10 percent of the crude oil produced from any Individual Burdened Interest, then the applicable Net Proceeds Account shall be debited with an amount equal to 111.111 percent of the Windfall Profit Tax, if any, imposed for the same Taxable Period on such crude oil in excess of 10 percent of the crude oil from such Individual Burdened Interest of which Owner is treated as the Producer. For purposes of this Section 3.04(b), the amount of Windfall Profit Tax imposed on any such excess crude oil for any Taxable Period shall be deemed to be the product of (i) the Windfall Profit Tax imposed on all of such crude oil of which Owner is treated as the Producer for that taxable

period, multiplied by (ii) a fraction, the numerator of which is the denominator minus ten, and the denominator of which is the percentage of the crude oil produced from the particular Individual Burdened Interest in that Taxable Period of which Owner is treated as the Producer.

(c) If, in any Taxable Period, Grantee is treated as the Producer of more than 90 percent of the crude oil produced from any Individual Burdened Interest, then the applicable Net Proceeds Account shall be credited with an amount equal to 111.111 percent of the Windfall Profit Tax, if any, imposed for the same Taxable Period on such crude oil in excess of 90 percent of the crude oil from such Individual Burdened Interest of which Grantee is treated as the Producer. For purposes of this Section 3.04(c), the amount of Windfall Profit Tax imposed on any such excess crude oil for any Taxable Period shall be deemed to be the product of (i) the Windfall Profit Tax imposed on all of such crude oil of which Grantee is treated as the Producer for that taxable period, multiplied by (ii) a fraction, the numerator of which is the denominator minus 90, and the denominator of which is the percentage of the crude oil produced from the particular Individual Burdened Interest in that Taxable Period of which Grantee is treated as the Producer.

(d) If Owner or Grantee receives a refund for any Taxable Period of any Windfall Profit Tax which previously resulted in a debit to a Net Proceeds Account under Section 3.04(b) or a credit to a Net Proceeds Account under Section 3.04(c), such Net Proceeds Account shall be credited (in the case of a refund received by Owner) or debited (in the case of a refund received by Grantee) with an amount equal to the difference between the amount originally debited or credited to such Net Proceeds Account under Sections 3.04(b) or 3.04(c) on account of Windfall Profit Tax imposed for that Taxable Period and the amount which would have been debited or credited to such Net Proceeds Account under Sections 3.04(b) or 3.04(c) on account of Windfall Profit Tax for that Taxable Period if the Windfall Profit Tax imposed with respect to that Producer and that Taxable Period had been reduced by the amount of the Windfall Profit Tax refund received with respect to that Taxable Period. For purposes of this Section 3.04(d), any refund of Windfall Profit Tax received due to application of the net income limitation described in section 4988(b) of the Code shall be deemed to have accrued ratably over the time period to which such net income limitation was applied for purposes of obtaining the Windfall Profit Tax refund.

(e) If any of the debits or credits to a Net Proceeds Account provided for in Section 3.04(d) to reflect Windfall Profit Tax refunds are required to be taken into account in determining the portions of crude oil produced from the Burdened Interests as to which Owner and Grantee are, respectively, to be treated as the Producers, and if, as a result of taking such refunds into account for that purpose, either Owner or Grantee is entitled to a smaller Windfall Profit Tax refund than it would have been entitled to if the correct amount of the Windfall Profit Tax had originally been debited or credited to such Net Proceeds Account (the difference between the two amounts being referred to in this Section 3.04(e) as the "Refund Difference") then:

(i) If it is Owner who receives the smaller refund, such Net Proceeds Account shall be debited with an amount equal to 111.111 percent of the Refund Difference; and

(ii) If it is Grantee who receives the smaller refund, such Net Proceeds Account shall be credited with an amount equal to 111.111 percent of the Refund Difference.

(f) For purposes of this Section 3.04, if Owner or Grantee is a partnership, then references to Owner shall include Owner's partners, taken collectively, references to Grantee shall include Grantee's partners and persons holding beneficial interests in Grantee's partners, taken collectively, and Windfall Profit Tax refunds claimable by any partner shall be deemed received by the partnership.

3.05 Income Tax Adjustment. (a) If Owner, in computing its taxable income subject to federal or state income tax, or in computing the taxable base for other taxes imposed in the future by federal or state governments on income or wealth, (i) cannot exclude or deduct all or a portion of a payment made to Grantee with respect to any Net Proceeds Account under Section 3.10(a) (such payment or portion of a payment being referred to herein as the "Nondeductible Payment"), and (ii) must include in its taxable income or other tax base all or a portion of the Net Proceeds out of which the Nondeductible Payment is made, and (iii) is not entitled to an offsetting deduction or deductions (A) the sum of the current and deferred portions of which is at least equal to the amount of the Nondeductible Payment and (B) which arise from such Nondeductible Payment or the obligation to make such Nondeductible Payment, or which are attributable to depletion, depreciation, cost recovery and amortization properly attributable to the Net Proceeds out of which the Nondeductible Payment is made, then a debit to the Net Proceeds Account to which such Nondeductible Payment is attributable shall be made in an amount sufficient to cause Grantee to bear its share of the economic burden of the resulting tax (plus penalties and interest, if any) imposed on Owner (or, if Owner is a partnership, Owner's partners) on the portion of the Nondeductible Payment which is paid from Net Proceeds taxable to Owner, to the extent (x) such portion does not give rise to an offsetting deduction to Owner and (y) no offsetting deduction properly attributable to such Net Proceeds is otherwise available to Owner. An "offsetting deduction," for purposes of this Section 3.05, means either a current deduction or a deferred deduction for depletion, depreciation, cost recovery or amortization, at least part of which is deductible currently.

(b) The "economic burden" of resulting taxes (plus penalties and interest, if any) shall, for purposes of this Section 3.05, be measured generally by reference to out-of-pocket payments for taxes, penalties and interest (including installment payments of estimated taxes), but in the event that no out-of-pocket payments or reduced out-of-pocket payments are required due to the utilization of net operating losses, tax credits or similar offsets, the "economic burden" of resulting taxes shall take into account the economic value of the net operating losses, tax credits or similar offsets so utilized (measured by their discounted present value (using a discount rate equal to then-prevailing interest rates for commercial financing of a term equal to the period over which the net operating losses, tax credits or similar offsets are to be discounted) for the reduction of reasonably anticipated future tax liabilities). In the event that future out-of-pocket payments for taxes will be reduced due to the allowability of future deductions attributable to the portion of the Nondeductible Payment which gives rise to the debit under Section 3.05(a), the "economic burden" of resulting taxes shall take into account the eco-

nomic value of such future deductions (measured by their discounted present value (using a discount rate equal to then-prevailing interest rates for commercial financing of a term equal to the period over which the future deduction is to be discounted) for the reduction of reasonably anticipated future tax liabilities) or, in the alternative and at Owner's election, a credit to the Net Proceeds Account shall be made in an amount sufficient to cause Grantee to receive its share of the economic benefit to Owner of the tax reduction attributable to such deduction in the Accounting Month in which such deduction results in a reduced out-of-pocket payment for taxes by Owner. Grantee's share of such economic burden or economic benefit shall be 90% of such economic burden or economic benefit. In determining the amount sufficient to cause Grantee to bear its share of such economic burden, there shall be taken into account the effect that additional debits under Section 3.05 (a) and the payment of interest in respect of resulting taxes will have on the taxable income (or other tax base) and the resulting tax imposed on Owner.

(c) At least 30 days before the end of any Accounting Month for which Owner intends to make a debit to the Net Proceeds Account under Section 3.05(a), Owner shall provide Grantee with a written statement setting forth in detail the reasons why Owner believes a debit is appropriate pursuant to Section 3.05(a) and setting forth in detail Owner's computation of the proper amount of the debit under Section 3.05(a), and attaching either: (i) an opinion of counsel that conditions (i), (ii) and (iii) of Section 3.05(a) have been met; or (ii) either: (x) a written determination from the Internal Revenue Service directed to Owner (or, if Owner is a partnership, Owner or Owner's partners) regarding the Royalty Interest (which may take the form of a revenue agent's report, a private letter ruling or technical advice memorandum, or other similar communication) which concludes directly, or in the opinion of counsel requires for its conclusion, that conditions (i), (ii) and (iii) of Section 3.05(a) have been met; or (y) a judicial decision in a case in which Owner (or, if Owner is a partnership, Owner or Owner's partners) is a party which concludes directly, or in the opinion of counsel requires for its conclusion, that conditions (i), (ii) and (iii) of Section 3.05(a) have been met; or (z) a document described in item (x) or (y), or some combination of the documents described in items (x) and (y), of this Section 3.05(c)(ii) which concludes directly or which, taken together, conclude directly, that conditions (i), (ii) and (iii) of Section 3.05(a) have been met, together with an opinion of counsel that it is significantly more likely than not that all of the conditions of Sections 3.05(a) have been met.

(d) Owner shall debit to the Net Proceeds Account for any Accounting Month an amount equal to 111.111 percent of all costs incurred by Owner, including legal fees and expenses, for that Accounting Month in connection with contesting any assertion by a federal or state governmental agency which, if adversely determined, might result in a debit to the Net Proceeds Account under Section 3.05(a).

3.06 Beta Production Payment Deficits. If, at the end of any Accounting Month, the Net Proceeds Account provided for in the Assignment, Bill of Sale and Conveyance referred to in Section 1.04 above reflects a debit balance, then the Group I Account shall be debited, as provided in Section 3.03(a)(v), with an amount equal to such debit balance if the Group I Account at the end of such Accounting Month reflects a credit balance (as calculated pursuant to

the provisions of this Conveyance other than this Section 3.06 and Sections 3.07 and 3.08) equal to or greater than such debit balance. If the Group I Account at such time reflects a credit balance less than such debit balance, then a debit to the Group I Account shall be made only in the amount of such credit balance.

3.07 Group II Account and Group III Account Deficits. If, at the end of any Accounting Month, either the Group II Account or the Group III Account, or both, reflect a debit balance (as calculated pursuant to the terms of this Conveyance other than this Section 3.07 and Section 3.08) then, if the Group I Account reflects a credit balance (as calculated pursuant to the terms of this Conveyance other than this Section 3.07 and Section 3.08), the Group I Account shall be debited with an amount equal to such debit balance or debit balances; provided however, that if the credit balance in the Group I Account is less than the total of the debit balance or debit balances in the Group II Account and/or the Group III Account, then the debit to the Group I Account shall be made only in the amount of the credit balance reflected in the Group I Account; and provided, further, that if both the Group II Account and the Group III Account reflect a debit balance, then the debit to the Group I Account shall reflect a "proportionate share" of the debit balances contained in each of the Group II Account and the Group III Account (collectively the "Debit Accounts"). The "proportionate share" of the debit balances shall be calculated for each Debit Account by dividing the amount of the debit balance for such Debit Account by the total of the debit balances for the two Debit Accounts. To the extent of any debit to the Group I Account made pursuant to this Section 3.07, a credit of an equal amount shall be made to the account giving rise to such debit.

3.08 Deferral of Certain Debits. (a) General. Certain terms used in this Section 3.08 are defined in Section 3.08(h). In calculating Net Proceeds for the various Net Proceeds Accounts for any Accounting Month, Owner shall defer debiting to those accounts for that month all amounts otherwise debitable pursuant to Sections 3.03, 3.04 and 3.05 for that month if, when and to the extent required pursuant to Section 3.08(b) (as to any Net Proceeds Account other than a Foreclosure Net Proceeds Account) or pursuant to Section 3.08(c) (as to any Foreclosure Net Proceeds Account); provided, however, that Owner shall not be required to defer debiting Lease Operating Expenses and certain Capital Expenditures and Windfall Profit Tax adjustments, as more fully provided in Sections 3.08(b), 3.08(c) and 3.08(h)(v). Owner shall establish and maintain Deferral Accounts as provided in Section 3.08(d). Owner shall have the right to debit to the appropriate Net Proceeds Account amounts previously deferred pursuant to this Section 3.08, when and to the extent provided pursuant to Section 3.08(e) (when only one of the Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts) has Net Proceeds), or pursuant to Section 3.08(f) (when more than one of the Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts) has Net Proceeds), or pursuant to Section 3.08(g) (as to Foreclosure Net Proceeds Accounts).

(b) General Deferral Provisions (Excluding Foreclosure Net Proceeds Accounts). If, for any Accounting Month, Aggregate Pre-deferral Net Proceeds do not equal or exceed the General Deferral Level for that Accounting Month, Owner shall defer debiting to the various Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts, to which the provisions of this Section 3.08(b) are inapplic-

able; see Section 3.08(c)) Deferrable Amounts otherwise then debitable, such deferral to be made in an aggregate amount (the "Required Aggregate Deferral") sufficient to cause Aggregate Post-deferral Net Proceeds for that Accounting Month to equal the General Deferral Level for that Accounting Month; such deferral to be made, in the Agreed Order, to the various Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts), and, with respect to each such account as to which a deferral is required hereunder for that Accounting Month, to the extent of all Deferrable Amounts then debitable to such account, until the aggregate amount of debits so deferred equals the Required Aggregate Deferral or all Deferrable Amounts have been so deferred, whichever first occurs. (By way of illustration and without limiting the foregoing, if, for a particular month, Aggregate Pre-deferral Net Proceeds equaled 100; the General Deferral Level equaled 120; Net Proceeds equaled 80 for the Group I Account, 5 for the Group II Account, and 15 for the Group III Account; and the Deferrable Amount equaled 15 for the Group I Account, 2 for the Group II Account and 4 for the Group III Account, then, based upon the Agreed Order, 15 would be deferred from the Group I Account, 4 from the Group III Account and 1 from the Group II Account to reach the Required Aggregate Deferral of 20.)

(c) Deferral Provisions for Foreclosure Net Proceeds Accounts. If, for any Accounting Month and any Foreclosure Net Proceeds Account, the Pre-deferral Net Proceeds for that Accounting Month and account do not equal or exceed the Foreclosure Deferral Level for that Accounting Month and account, Owner shall defer debiting to that Foreclosure Net Proceeds Account the lesser of: (i) Deferrable Amounts for that Accounting Month and account sufficient to cause the Post-deferral Net Proceeds for that Accounting Month and account to equal the Foreclosure Deferral Level for that Accounting Month and account, or (ii) all Deferrable Amounts for that Accounting Month and account.

(d) Establishment of Deferral Accounts. All amounts (other than Group I Deferred Capital Expenditure Debits) the debiting of which to a Net Proceeds Account is deferred pursuant to this Section 3.08 shall be debited to a separate account (the "General Deferral Account") established by Owner with respect to such Net Proceeds Account. All Group I Deferred Capital Expenditure Debits shall be debited to a separate account (the "Group I Deferred Capital Expenditure Account") established by Owner with respect to the Group I Account. A separate General Deferral Account shall be maintained with respect to each Net Proceeds Account. (Any such account (including the Group I Deferred Capital Expenditure Debit Account) may be referred to herein as a "Deferral Account.") An additional debit shall be made to each Deferral Account, monthly, in an amount equal to interest for such Accounting Month on the debit balance of such Deferral Account as of the first day of that Accounting Month, at an annual rate equal to the Prime Rate in effect on the first day of that Accounting Month plus one percent per annum.

(e) Charge Back of Deferred Amounts to Only One of the Net Proceeds Accounts (Excluding Foreclosure Net Proceeds Accounts). If, for any Accounting Month: (i) Aggregate Pre-deferral Net Proceeds exceed the General Deferral Level; and (ii) a debit balance exists in a Deferral Account, other than a Deferral Account established with respect to a Foreclosure Net Proceeds Account (as to which the provisions of this Section 3.08(e) do not apply; see Section 3.08(g)); and (iii) Net Proceeds (calculated prior

to application of this Section 3.08) exist for the Net Proceeds Account with respect to which that Deferral Account (or, in the case of the Group I Account, Deferral Accounts) was created, then Owner shall debit that Net Proceeds Account, and shall credit the Deferral Account (or in the case of the Group I Account, Deferral Accounts) established with respect to that Net Proceeds Account (such credit to be made, in the case of the Group I Account, first, to the Group I Deferred Capital Expenditure Account, and then to the General Deferral Account established with respect to the Group I Account, such order to apply both with respect to credits made to such Deferral Accounts pursuant to this Section 3.08(e) or pursuant to Section 3.08(f)), with an amount equal to the Potential Deferral Chargeback Amount for that Net Proceeds Account and Accounting Month; or, if a debit to that Net Proceeds Account of the full amount of such Potential Deferral Chargeback Amount would cause the Aggregate Post-deferral Net Proceeds for that Accounting Month to be less than the General Deferral Level for that Accounting Month, then Owner shall credit that Deferral Account (or in the case of the Group I Account, Deferral Accounts) and debit that Net Proceeds Account by such lesser amount as will permit the Aggregate Post-deferral Net Proceeds for that Accounting Month to equal the General Deferral Level for that Accounting Month.

(f) Charge Back of Deferred Amounts to More than One of the Net Proceeds Accounts (Excluding Foreclosure Net Proceeds Accounts). If, for any Accounting Month: (i) Aggregate Pre-deferral Net Proceeds exceed the General Deferral Level; and (ii) debit balances exist in Deferral Accounts established with respect to more than one Net Proceeds Account (other than a Foreclosure Net Proceeds Account, as to which the provisions of this Section 3.08(f) do not apply); and (iii) Net Proceeds (calculated prior to application of this Section 3.08) exist for more than one of those Net Proceeds Accounts, then credits may be made to one or more of those Deferral Accounts, and debits may be made to the corresponding Net Proceeds Accounts, in the manner hereinafter provided, in an amount not exceeding, with respect to any particular Net Proceeds Account, the Potential Deferral Chargeback Amount for that Net Proceeds Account and Accounting Month. As between or among those Net Proceeds Accounts with respect to which the Potential Deferral Chargeback Amount for that Accounting Month is greater than zero (the "Relevant Net Proceeds Accounts") and their corresponding Deferral Accounts, debits and credits shall be made pursuant to this Section 3.08(f), for that Accounting Month, in the Reverse Agreed Order, to the full extent of the Potential Deferral Chargeback Amount for that Accounting Month for each Relevant Net Proceeds Account (and in the case of the Group I Account, first to the Group I Debitable Capital Expenditure Account and then to the General Deferral Account); provided, however, that if any such debit to a Net Proceeds Account would cause the Aggregate Post-deferral Net Proceeds for that Accounting Month to be less than the General Deferral Level for that Accounting Month, then such debit (and the corresponding credit to the related Deferral Account) shall not be made.

(g) Charge Back of Deferred Amounts for Foreclosure Net Proceeds Accounts. If, for any Accounting Month and any Foreclosure Net Proceeds Account: (i) Pre-deferral Net Proceeds exceed the Foreclosure Deferral Level for that account; and (ii) a debit balance exists in the Deferral Account established with respect to that Net Proceeds Account; and (iii) Net Proceeds (calculated prior to application of this Section 3.08) exists for that Net Proceeds

Account, then Owner shall debit that Net Proceeds Account, and shall credit that Deferral Account, with an amount equal to the Potential Deferral Chargeback Amount for that Net Proceeds Account and Accounting Month; or, if a debit to that Net Proceeds Account of the full amount of such Potential Deferral Chargeback Amount would cause the Post-deferral Net Proceeds for that Net Proceeds Account and Accounting Month to be less than the Foreclosure Deferral Level for that account and month, then Owner shall credit that Deferral Account and shall debit that Net Proceeds Account by such lesser amount as will permit the Post-deferral Net Proceeds for that account and month to equal the Foreclosure Deferral Level for that account and month.

(h) Definitions. As used in this Section 3.08, each of the following terms shall have the meaning hereinafter indicated:

(i) "Agreed Order" means, first, to the Group I Account; then, to the Group III Account; then, to the Group II Account; and, finally, to the Additional Net Proceeds Accounts (other than any Foreclosure Net Proceeds Accounts), in the order in which such Additional Net Proceeds Accounts were established (and, as among Additional Net Proceeds Accounts established concurrently as a result of one transaction: first, to any Additional Net Proceeds Account established with respect to Burdened Interests that previously were covered by the Group I Account; then, to any Additional Net Proceeds Account established with respect to Burdened Interests that previously were covered by the Group III Account; and, finally, to any Additional Net Proceeds Account established with respect to Burdened Interests that previously were covered by the Group II Account).

(ii) "Additional Net Proceeds Account" means a Net Proceeds Account, other than the Group I Account, Group II Account or Group III Account, established pursuant to Section 3.01.

(iii) "Aggregate Post-deferral Net Proceeds" means, with respect to any particular Accounting Month, the sum of: (A) the sum of Post-deferral Net Proceeds for the Accounting Month for all Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts); plus (B) any Net Proceeds (as defined in the Beta Production Payment) of the Beta Production Payment for that Accounting Month (other than Foreclosure Net Proceeds (as defined in the Beta Production Payment)), calculated after giving effect to any deferral of debits to the Beta Production Payment Net Proceeds Account for that Accounting Month required by Section 3.07(b) and 3.03(c) of the Beta Production Payment.

(iv) "Aggregate Pre-deferral Net Proceeds" means, with respect to any particular Accounting Month, an amount equal to the sum of: (A) the sum of Pre-deferral Net Proceeds for such Accounting Month for all Net Proceeds Accounts (other than Foreclosure Net Proceeds Accounts); plus (B) the amount, if any, which would be Net Proceeds (as defined in the Beta Production Payment) of the Beta Production Payment for that Accounting Month (other than Foreclosure Net Pro-

ceeds (as defined in the Beta Production Payment)), if such Net Proceeds were determined for that Accounting Month without taking into account any debits or deferral of debits to that account for that month made pursuant to Section 3.07 and 3.03(c) of the Beta Production Payment.

(v) "Deferrable Amounts" means, with respect to any particular Net Proceeds Account and any particular Accounting Month, all amounts which, but for the provisions of Sections 3.08(b) or 3.08(c), would be debitable to that Net Proceeds Account for that Accounting Month pursuant to any provision of this Conveyance, except: (A) an amount equal to the total of all Lease Operating Expenses accrued by Owner for that Accounting Month with respect to the Burdened Interests, Subject Minerals and Related Personal Property covered by that Net Proceeds Account, (B) an amount equal to any debits required for that Accounting Month pursuant to Section 3.04(b), and (C) with respect to the Group I Account only, an amount equal to the Group I Debitable Capital Expenditures for that Accounting Month (it being expressly understood and agreed that the amounts described in (A), (B) and (C) above shall be debitable for that Accounting Month notwithstanding any other provision of this Section 3.08).

(vi) "Foreclosure Deferral Level" means, with respect to any particular Foreclosure Net Proceeds Account and any particular Accounting Month, an amount equal to 111.111 percent of the sum of: (A) the Current Unliquidated Balance (as hereinafter defined) with respect to that Net Proceeds Account and Accounting Month; plus (B) the Additional Amount (as hereinafter defined) with respect to that Net Proceeds Account and Accounting Month; plus (C) all amounts withheld and to be withheld by Owner, and all amounts withheld by any third party from payments to Owner, for Windfall Profit Tax due for that Accounting Month with respect to the Royalty Interest the quantum of which is determined by reference to that Net Proceeds Account. As used in this Section 3.08(h)(vi):

(1) the term "Current Unliquidated Balance" means, with respect to any particular Foreclosure Net Proceeds Account and any particular Accounting Month, the Initial Unliquidated Balance (as hereinafter defined) for that Net Proceeds Account minus the sum of all Amortizing Amounts with respect to that Net Proceeds Account for all Accounting Months occurring prior to that Accounting Month and after the transfer which resulted in establishment of that Net Proceeds Account; and

(2) the term "Initial Unliquidated Balance" means, with respect to any Foreclosure Net Proceeds Account, an amount equal to 115 percent of the successful cash or credit bid made for the Royalty Interest the quantum of which is determined by reference to that Net Proceeds Account, at the foreclosure sale which resulted in establishment of that Net Proceeds Account (or, in the case of a deed or assignment in lieu of foreclosure, the amount

agreed to between Secured Lenders, Owner and Grantee with respect to that Royalty Interest (it being expressly understood and agreed that none of Secured Lenders nor Owner nor Grantee shall have any obligation to agree to any deed or assignment in lieu of foreclosure or any such amount)); or, in the case of a Foreclosure Net Proceeds Account established by reason of a transfer by Owner, subject to the Royalty Interest, of a portion of the Burdened Interests covered by a previously established Foreclosure Net Proceeds Account, an amount equal to the Current Unliquidated Balance in that previously established Foreclosure Net Proceeds Account as of the date the new Foreclosure Net Proceeds Account is established (it being expressly understood and agreed that the Current Unliquidated Balance of the previously established Foreclosure Net Proceeds Account shall not be diminished thereby);

(3) the term "Amortizing Amount" means, with respect to any particular Foreclosure Net Proceeds Account and any particular Accounting Month, the Net Proceeds for that Net Proceeds Account and Accounting Month (calculated after giving effect to the deferral of debits provided for in Section 3.08(c) and Section 3.03(c)) minus the sum of: (x) the Additional Amount for that Accounting Month, plus (y) all amounts withheld and to be withheld by Owner, and all amounts withheld by any third party from payments to Owner, for Windfall Profit Tax due for that Accounting Month with respect to the Royalty Interest the quantum of which is determined by reference to that Net Proceeds Account; and

(4) the term "Additional Amount" means, with respect to any particular Foreclosure Net Proceeds Account and any particular Accounting Month, an amount equal to interest for that Accounting Month on the Current Unliquidated Balance (determined as of the first day of that Accounting Month) for that Net Proceeds Account, at an annual rate equal to the Prime Rate as of the first day of that Accounting Month plus three percent per annum.

(vii) "Foreclosure Net Proceeds Account" means any Net Proceeds Account established pursuant to Section 3.01 by reason of a transfer of a portion of a Royalty Interest upon foreclosure, in whole or in part, of any of the Security Documents or upon a deed or assignment to Secured Lenders or their designees in lieu of foreclosure of any of the Security Documents, as well as any Net Proceeds Account thereafter established with respect to a portion of the Burdened Interests covered by a prior Foreclosure Net Proceeds Account by reason of a transfer by Owner of such Burdened Interests subject to such Royalty Interest.

(viii) "General Deferral Level" means, with respect to any particular Accounting Month, an amount equal to 111.111 percent of the sum of: (A) all Royalty Debt due and payable (whether by acceleration or otherwise) at any time during that

Accounting Month, determined without regard to any payments made on the Royalty Debt during that month (i.e., the sum of the installments of principal and interest due with respect to that Accounting Month, any unpaid installments due with respect to prior Accounting Months, and all other amounts constituting Royalty Debt which are or which become due and payable during that Accounting Month); plus (B) the sum of all amounts withheld and to be withheld by Owner, and all amounts withheld by any third party from payments to Owner, for Windfall Profit Tax due for that Accounting Month with respect to each Royalty Interest the quantum of which is determined by reference to any Net Proceeds Account (other than a Foreclosure Net Proceeds Account); plus (C) $170,000 multiplied by the Producer Price Index Fraction for that Accounting Month.

(ix) "Group I Debitable Capital Expenditures" means, with respect to the Group I Account and any particular Accounting Month, an amount equal to the lesser of:

(A) the sum of: (1) the Capital Expenditures, if any, accrued for that Accounting Month with respect to the property then covered by the Group I Account; plus (2) the Capex Chargeback Amount (as hereinafter defined); or

(B) Twenty percent of Required Capital Expenditures for the calendar year in which such Accounting Month occurs;

PROVIDED, HOWEVER, that in no event shall the Group I Debitable Capital Expenditures for such Accounting Month exceed the difference between: (1) 100 percent of Required Capital Expenditures for the calendar year in which such Accounting Month occurs, minus (2) the sum of all Group I Debitable Capital Expenditures debited to the Group I Account, for each calendar month occurring during that calendar year but prior to that Accounting Month.

As used herein, the term "Capex Chargeback Amount" means, with respect to any particular Accounting Month, the lesser of: (x) the debit balance of the Group I Deferred Capital Expenditure Account (as defined in Section 3.08(d)) as of the first day of that Accounting Month; or (y) the difference between: (p) 20 percent of Required Capital Expenditures for the calendar year in which that Accounting Month occurs, minus (q) the amount determined in Section 3.08(h)(ix)(A)(1) above.

(x) "Group I Deferred Capital Expenditure Debits" means, with respect to the Group I Account and any particular Accounting Month, the amount of Capital Expenditures which, in the absence of this Section 3.08, would be debitable to the Group I Account for that Accounting Month pursuant to Section 3.03(a)(i) but which cannot be so debited because the amount of such Capital Expenditures for that Accounting Month exceeds the amount of Group I Debitable Capital Expenditures for that month.

(xi) "Lease Operating Expenses" means, with respect to any particular Accounting Month, and with respect to any portion of the Burdened Interests, Subject Minerals and Related Personal Property, all costs, except Abandonment Costs, accrued by Owner in accordance with generally accepted accounting principles with respect to that Accounting Month, to the extent that such costs: (A) are attributable to such Burdened Interests, Subject Minerals or Related Personal Property; (B) are not capitalizable under the provisions of Rule 4-10 of Regulation S-X of the Securities and Exchange Commission (as such Rule exists on the date of this Conveyance) by a reporting entity that follows the full cost method of accounting for oil and gas producing activities (as such activities are defined in paragraph (a) of said Rule); (C) do not represent any amortization of capitalized costs or any write-off or impairment of capitalized costs; (D) are not property acquisition costs, exploration costs or development costs (as defined in paragraph (a) of said Rule) or General and Administrative Expenses; and (E) are production costs (as defined in paragraph (a) of said Rule), other than depreciation and general and administrative costs related to production.

(xii) "Post-deferral Net Proceeds" means, with respect to any particular Net Proceeds Account and any particular Accounting Month, the Net Proceeds for that Net Proceeds Account and Accounting Month calculated after giving effect to any deferral of debits to that account for that month required by this Section 3.08 and Section 3.03(c).

(xiii) "Potential Deferral Chargeback Amount" means, with respect to any particular Net Proceeds Account and any particular Accounting Month, the lesser of: (A) the debit balance in the Deferral Account (or, in the case of the Group I Account, the Deferral Accounts) established with respect to that Net Proceeds Account; or (B) the difference between: (1) Net Proceeds (calculated prior to application of this Section 3.08) for that Net Proceeds Account and Accounting Month, minus (2) all amounts withheld and to be withheld by Owner, and all amounts withheld by any third party from Owner, for Windfall Profit Tax due for that Accounting Month with respect to the Royalty Interest the quantum of which is determined by reference to that Net Proceeds Account.

(xiv) "Pre-deferral Net Proceeds" means, with respect to any particular Net Proceeds Account and any particular Accounting Month, the amount which would be Net Proceeds for that Net Proceeds Account and Accounting Month if Net Proceeds were determined for that Net Proceeds Account and Accounting Month without taking into account any debits or deferral of debits to that account for that month required by this Section 3.08 and Section 3.03(c).

(xv) "Producer Price Index Fraction" means, with respect to any particular Accounting Month, a fraction, the numerator of which is the Producer Price Index for the third calendar month prior to that Accounting Month, and the denominator

of which is the Producer Price Index for December 1984. As used herein, the term "Producer Price Index" means, for any particular Accounting Month, the Producer Price Index for Industrial Commodities (or its successor index) for that month as determined and reported by the U.S. Department of Labor, or by such other agency of the United States government as may, from time to time, determine and report such index if the U.S. Department of Labor ceases to do so. If the method by which the Producer Price Index is determined or the base thereof is changed, the successor index or base shall, to the extent practicable, be correlated with the previously applicable index or base so that the amounts determined by using the Producer Index Fraction shall not be changed by reason of the substitution of such successor index or base.

(xvi) "Reverse Agreed Order" mean, first, to the Additional Net Proceeds Accounts (other than any Foreclosure Net Proceeds Accounts), in the order inverse to which such Additional Net Proceeds Accounts were established (and, as among Additional Net Proceeds Accounts established concurrently as a result of one transaction: first, to any Additional Net Proceeds Account established with respect to Burdened Interests that previously were covered by the Group II Account; then, to any Additional Net Proceeds Account established with respect to Burdened Interests that previously were covered by the Group III Account; and, finally, to any Additional Net Proceeds Account established with respect to the Burdened Interests that previously were covered by the Group I Account); then to the Group II Account; then to the Group III Account; and finally to the Group I Account.

(i) Integral Part of Net Proceeds Calculation. The provisions of this Section 3.08 are intended to be an integral part of the calculation of the quantum of Net Proceeds hereunder with respect to each Net Proceeds Account and shall prevail over all other provisions of this Conveyance providing for the debiting of any amount to any Net Proceeds Account.

(j) Information Among Owners. If there is more than one Owner, then each Owner shall furnish to each other Owner, not later than 15 days prior to each Payment Date, such information as may be required to permit each Owner to make the calculations and any debits or deferral of debits required by this Section 3.08 and Section 3.03(c).

(k) Termination. The obligation of Owner to defer any debits: (i) pursuant to the provisions of Section 3.08(b) shall be of no further force and effect once the Royalty Debt has been repaid in full and all obligations of Grantee under the Credit Agreement have been fully satisfied or discharged, and (ii) pursuant to the provisions of Section 3.08(c) with respect to any Foreclosure Net Proceeds Account shall be of no further force and effect once the Current Unliquidated Balance for such account has been reduced to zero in accordance with the provisions hereof; provided that nothing contained in this Section 3.08(k) shall limit the right of Owner pursuant to Sections 3.08(e), (f) and (g) to debit amounts previously deferred until each Deferral Account has been reduced to zero.

3.09 Determination of Net Proceeds. The Net Proceeds shall be determined by Owner for each Accounting Month and each Net Proceeds Account by subtracting the sum of any debit balance existing in such Net Proceeds Account as of the first day of such Accounting Month plus the total debits properly made thereto with respect to such Accounting Month from the total credits properly made thereto with respect to such Accounting Month. Any debit balance in such Net Proceeds Account as of the end of an Accounting Month shall be carried forward to the next succeeding Accounting Month, and an additional debit shall be made to such Net Proceeds Account equal to interest on such debit balance, accrued on a daily basis during the next succeeding Accounting Month, at an annual rate equal to the Prime Rate in effect on the last day of the next succeeding Accounting Month, plus one percentage point. Any credit balance in such Net Proceeds Account as of the end of an Accounting Month shall constitute the Net Proceeds for such Accounting Month and Net Proceeds Account, and Grantee shall be entitled to receive payment on account of the Royalty Interest with respect to which such Net Proceeds Account is being maintained for each Accounting Month for which Net Proceeds exist in such Net Proceeds Account. With respect to each Accounting Month and Net Proceeds Account for which Net Proceeds exist, after the Net Proceeds for such Accounting Month and Net Proceeds Account have been determined as provided above, such Net Proceeds Account shall be debited with a closing entry equal to the Net Proceeds for such Accounting Month and Net Proceeds Account so as to return such Net Proceeds Account to zero. All of the credits to the Net Proceeds Account provided for in this Conveyance shall be taken into account solely for the purpose of determining whether Net Proceeds exist, and Grantee shall have no right, title or interest in the proceeds or sums described therein, other than in or to its share of the proceeds from the sale of Subject Minerals, determined as provided in this Conveyance.

3.10 Payments to Grantee. (a) Owner shall furnish to Grantee, not later than 11 days before each Payment Date, a statement summarizing, in detail reasonably satisfactory to Grantee, all transactions respecting each Net Proceeds Account as of the close of business on the last Business Day of each Accounting Month prior to the closing entry (if any) required by in Section 3.09; provided, however, that, with regard to the Accounting Months of January, February and March, 1985, such statement need not be furnished by Owner until May 24, 1985, and Owner may report all transactions regarding each Net Proceeds Account for such period on an aggregate basis for each such Account. The statements shall also set forth any amounts deferred pursuant to Section 3.08, any amounts subject to the Production Proceeds limitation of Section 3.11 and any amounts withheld for Windfall Profit Tax due with respect to each Royalty Interest, and shall include such other information or certificates as Grantee may reasonably request in order to permit Grantee to comply with its obligations to Secured Lenders under the Credit Agreement. If Net Proceeds exist with respect to any Net Proceeds Account, Owner shall pay Grantee, on the Payment Date, by direct wire transfer or otherwise as Grantee may specify in writing, an amount equal to 90 percent of such Net Proceeds for that Accounting Month and Net Proceeds Account, subject to the Production Proceeds limitation set forth in Section 3.11, and less all amounts withheld by Owner (or withheld by any third party from payments to Owner) for Windfall Profit Tax due with respect to the Royalty Interest for that Accounting Month and Net Proceeds Account; provided, however, that for the Payment Date of June 7, 1985, Owner shall pay to Grantee with respect to

the Group I Account the amount otherwise due under this Section 3.10(a) less the Preliminary Payment. If, for any Accounting Month and Net Proceeds Account, the amount so withheld for Windfall Profit Tax exceeds 90 percent of the Net Proceeds for that Accounting Month and Net Proceeds Account (or such lesser amount payable to Grantee under the limitation set forth in Section 3.11), such excess, together with an additional amount equal to interest on such excess determined in the same manner as in Section 3.11, shall be treated, for purposes of applying the immediately preceding sentence, as an amount withheld by Owner for Windfall Profit Tax due for the next Accounting Month with respect to the Royalty Interest for such Net Proceeds Account.

(b) Until paid by Owner to or for the account of Grantee, Owner shall hold all funds due to Grantee in respect of each Royalty Interest in trust for Grantee (it being expressly understood and agreed, however, that (i) Owner shall have no obligation to pay interest on such funds to Grantee or to invest such funds for the benefit or account of Grantee, (ii) the obligation to hold such funds in trust shall relate only to the holding of funds identified as due in respect of each Royalty Interest, and (iii) such obligation shall not create, nor do Owner and Grantee intend to create, any fiduciary relationship between Owner and Grantee (or in any way modify Owner's obligations otherwise contained in this Conveyance) with regard to the calculation of Net Proceeds, the other provisions of this Article III or any other obligations and agreemeents of Owner under this Conveyance). If reasonably necessary for the protection of Grantee, upon written request by Grantee to Owner, Owner shall cause all proceeds of the Burdened Interests and Subject Minerals to be segregated from other funds of Owner at the time such proceeds are received by, or for the account of, Owner, until such time as the portion of such proceeds due to Grantee in respect of each Royalty Interest has been calculated and paid to or for the account of Grantee; provided, however, that during the period of such segregation Owner shall have full authority to expend such proceeds in accordance with the provisions of this Conveyance in order to pay any and all costs, expenses, royalties or other liabilities with regard to the Burdened Interests.

3.11 Limitation on Royalty Interest. All payments to Grantee in respect of each Royalty Interest shall be made solely from the proceeds of Subject Minerals produced after the Effective Time and attributable to the Individual Burdened Interest to which such Royalty Interest relates. Accordingly, notwithstanding the provisions of Section 3.10(a), Grantee shall not be entitled to receive payments of amounts otherwise due in respect of such Royalty Interest under Section 3.10(a) as of the end of any Accounting Month to the extent that the sum of all payments with respect to such Royalty Interest made to Grantee under Section 3.10(a) for prior Accounting Months and the payment otherwise due to Grantee for that Accounting Month exceeds the cumulative total of all Production Proceeds as of the end of that Accounting Month. As used herein, the term "Production Proceeds" means, with respect to each Net Proceeds Account and as of the end of any Accounting Month, all amounts: (a) which are attributable to the proceeds of Subject Minerals produced from or allocated to the Burdened Interests covered by that Net Proceeds Account after the Effective Time but prior to the end of that Accounting Month, but excluding therefrom: (x) any amounts theretofore paid as refunds and debited to such Net Proceeds Account under Section 3.03(a)(i)(D) with respect to such Royalty Interest, (y) any amounts then withheld, suspensed or escrowed under Section

3.02(b)(i), and (z) any amounts, therefore credited to the Net Proceeds Account attributable to non-consent operations, on all or any portion of the Burdened Interests, with respect to which Owner was a consenting party as of the Effective Time and representing Owner's share of Subject Minerals, otherwise attributable to the interests of non-consenting parties, that are payable to the consenting party or parties until satisfaction of the recoupment provisions of the applicable operating agreement, unit operating agreement or other instrument providing for non-consent operations; (b) which have been credited to the Net Proceeds Account with respect to such Royalty Interest under Section 3.02(a)(i)(A) for prior Accounting Months and that Accounting Month; and (c) which include only those amounts attributable to production from the Burdened Interests that would be includible in "gross income from the property" under section 613 of the Code if the Burdened Interests were not burdened by the Royalty Interests (or, with respect to the Group II Interests, would be so includible but for the treatment of the Group II Interests as a loan under the Code). The determination of whether payments to Grantee will exceed Production Proceeds shall be made without regard to any amounts deducted for prior Accounting Months or to be deducted for the current Accounting Month from payments to Grantee with regard to Windfall Profit Taxes withheld. All amounts otherwise due with respect to a Net Proceeds Account under Section 3.10(a) but not payable with respect to any Accounting Month because such amounts are in excess of the cumulative total of all Production Proceeds as of the end of an Accounting Month shall be credited to and carried in a separate account established for such Royalty Interest. On the Payment Date for each Accounting Month, there shall be credited to such account an amount equal to interest on any credit balance balance in such account as of the Payment Date for the immediately preceding Accounting Month, accrued on a daily basis from the Payment Date for the immediately preceding Accounting Month through the Payment Date for that Accounting Month at an annual rate equal to the rate on 30-day U.S. Treasury Bills in effect as of the last day of each Accounting Month during such period, plus one percentage point. If, with respect to any Accounting Month, after payment of the amounts calculated under Section 3.10(a), there is a credit balance in such separate account and the cumulative total of all Production Proceeds as of the end of that Accounting Month exceeds the sum of all payments in respect of the Royalty Interest the quantum of which is determined by reference to that Net Proceeds Account made to Grantee under Section 3.10(a) and this Section 3.11 for all prior Accounting Months and under Section 3.10(a) for that Accounting Month, then Owner shall pay to Grantee, on the Payment Date for that Accounting Month, an amount equal to the lesser of: (x) the balance in such separate account, or (y) the excess of all Production Proceeds with respect to that Net Proceeds Account as of the end of that Accounting Month over all such prior payments, and the amount so paid shall be debited to such separate account. All payments required to be made to Grantee from such separate account under this Section 3.11 with respect to such Royalty Interest shall be made irrespective of whether there is a credit or debit balance in such Net Proceeds Account under Section 3.09 for that Accounting Month or at the time of any such payments and, for purposes of applying the Production Proceeds limitation set forth in this Section 3.11, shall be treated when received as if they were payments in respect of such Royalty Interest under Section 3.10(a) for prior Accounting Months. Nothwithstanding the foregoing, Grantee shall never be required to refund any payment on account of any Royalty Interest previously received by Grantee.

3.12 Preliminary Payment. (a) On or before the Preliminary Payment Date, Owner shall: (i) prepare an estimate, for each of the Accounting Months of January and February, 1985, of the Net Proceeds for the Group I Account in accordance with Section 3.09; (ii) prepare, for the same months and for the Group I Account, an accounting of Production Proceeds as provided in Section 3.11 sufficient to establish that such Production Proceeds exceed the sum of the actual amount of interest then due on the Royalty Debt, plus $1,500,000 (as a loan facility fee), plus the Windfall Profit Tax Preliminary Payment Amount (as defined below in this Section 3.12(a)) or, if Production Proceeds do not exceed such sum, sufficient to establish the amount of such Production Proceeds; and (iii) determine, in the manner provided in Section 3.10(a), all amounts withheld by Owner (or withheld by any third party from payments to Owner) for Windfall Profit Tax due for the Accounting Months of January and February, 1985, with respect to the Royalty Interest for the Group I Account (such amount being referred to in this Section 3.12 as the "Windfall Profit Tax Preliminary Payment Amount").

(b) Owner shall pay to Grantee on the Preliminary Payment Date, but otherwise in accordance with Section 3.10(a), an amount (referred to herein as the "Preliminary Payment") equal to the remainder of: (i) the least of: (A) the sum of the actual amount of interest then due on the Royalty Debt, plus $1,500,000 (as a loan facility fee), plus the Windfall Profit Tax Preliminary Payment Amount, (B) the cumulative total of all Production Proceeds for the Group I Account as of February 28, 1985, or (C) 90 percent of the sum of the estimated Net Proceeds for the Group I Account for the Accounting Months of January and February, 1984, minus (ii) the Windfall Profit Tax Preliminary Payment Amount.

3.13 Other Limitations. Notwithstanding any other provision of this Conveyance, no amount determined by reference to particular proceeds, payments, moneys, credits, or other amounts or things of value received by or on behalf of Owner shall be credited to any Net Proceeds Account more than once; no amount determined by reference to particular costs, expenses, liabilities, charges, expenditures or other amounts or things of value given, paid, incurred or accrued by or on behalf of Owner shall be debited to any Net Proceeds Account more than once; and no amount representing the same quantum so received or given, paid, incurred or accrued shall be debited or credited to more than one Net Proceeds Account. The terms "remainder" or "difference" when used herein to denote the result of subtraction shall, unless otherwise expressly provided, mean a number greater than zero or, if the result of the subtraction is less than zero, zero.

ARTICLE IV

Covenants and Additional Agreements

4.01 Warranty of Title. This Conveyance is executed without warranty of any kind, either express or implied, except as follows: (a) ARPCO, for itself and its successors and assigns, warrants and shall forever defend the Royalty Interests unto ARP and its successors and assigns against any party claiming or attempting to claim the same or any part thereof by, through or under ARPCO, PLC, PLF or PPC or any of the Participating Partnerships, but not otherwise, subject to those matters described or referred to in Exhibit

A; and (b) ARPCO warrants, as against any third party claiming or attempting to claim by, through or under ARPCO, PLC, PLF, PPC or any of the Participating Partnerships, but not otherwise, that, after giving effect to: (i) the matters described in paragraphs 5(c) and 6 of the Preamble to Exhibit A, and (ii) the matters shown on Exhibit A except the Preamble thereto, ARPCO is entitled to undivided interests in production from the Leases, wells and units referred to or listed on Exhibit A of not less than the "Net Revenue Interests" set forth in Exhibit A and is not obligated to bear a greater share of the costs and expenses with regard to the same than the "Operating Interests", "Working Interests" or "Leasehold Interests" set forth in Exhibit A without a corresponding increase in the applicable "Net Revenue Interests". Grantor hereby grants and transfers to Grantee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Grantor is entitled to enforce with respect to the Burdened Interests against Grantor's predecessors-in-title to the Burdened Interests to the extent such covenants and warranties relate to any portion of the Burdened Interests from which the Royalty Interests were created.

4.02 Covenants of Owner. Owner shall observe and comply with the following covenants:

(a) Operations, Insurance and Expenses. Subject to the provisions of Sections 4.08, 4.09 and 4.10, Owner, in accordance with reasonable and prudent business judgment and sound oil and gas field practices: (i) shall use all reasonable efforts to cause the Burdened Interests to be maintained, operated and developed in accordance with the provisions of the Leases and other agreements applicable to the Burdened Interests and in accordance with applicable law; (ii) shall maintain or cause to be maintained appropriate insurance covering the Burdened Interests and all Related Personal Property; and (iii) shall pay or cause to be paid all costs, expenses and liabilities incurred in connection with the maintenance, operation and development of the Burdened Interests and all Related Personal Property in a timely manner; provided, however, that nothing herein shall prevent Owner from electing not to participate in any operation proposed to be conducted on the Burdened Interests or any portion thereof pursuant to the terms of any operating agreement, unit operating agreement or similar contract, if such election is made by Owner in the exercise of reasonable and prudent business judgment and in good faith.

(b) Inspection. Owner shall permit the representatives of Grantee, at any reasonable time upon prior notice to Owner, but at Grantee's sole risk and expense, to make any physical inspection of any portion of the Burdened Interests and Related Personal Property that such representatives deem proper.

(c) Information. Owner shall furnish to Grantee, upon request, copies of all independent reserve engineering reports prepared by or for the benefit of Owner relating to any portion of the Burdened Interests. Further, Owner shall furnish to Grantee such detailed information as Grantee may reasonably request concerning the Burdened Interests, the operation thereof and the production and processing of Subject Minerals, except to the extent that Owner is prohibited from so doing by the terms of confidentiality agreements with third parties. Grantee shall safeguard and keep confidential all information furnished to Grantee under this Section 4.02(c) and, except as required by law, shall

not disclose any of such information to any person without Owner's prior written consent, except to any affiliate of Grantee, to any of Grantee's authorized representatives or to the Secured Lenders, all of whom shall be subject to the same obligation of confidentiality.

(d) Books and Accounts. Owner shall maintain each Net Proceeds Account in accordance with the provisions of Article III and, to the extent applicable, generally accepted accounting principles applied in a manner consistent with prior periods and with Owner's regular books and accounts. Upon prior written notice to Owner, Owner shall permit Grantee and its authorized representatives, at any reasonable time that is convenient to Owner during normal business hours, and at Grantee's expense, to examine, copy and audit Owner's and its Affiliates' books and accounts relating to the Burdened Interests, including without limitation, the Net Proceeds Accounts, and all books and records of Owner and its Affiliates relating to the share of General and Administrative Expenses charged as a debit to each Net Proceeds Account pursuant to Section 3.03(a) and the basis for Owner's allocation thereof. The right of Grantee to so audit such books and accounts for any calendar year shall terminate two years after the end of such calendar year, and Owner shall have no obligation to maintain financial records relating to the Burdened Interests for a period longer than six years after the end of the year to which such records relate.

(e) Annual Audits, Reports, Etc. Owner shall:

(i) provide Grantee with such information concerning each Royalty Interest as Grantee may reasonably request and to which Owner has access, to permit Grantee or any of its partners (A) to comply with any applicable requirements of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the requirements of stock exchanges, including without limitation, annual reserve reports prepared by petroleum engineers, which engineers shall be selected by Owner, and, at least until the repayment in full of the Royalty Debt, audited financial statements of Owner, (B) to prepare state, federal and other income tax returns and other required governmental filings; and (C) to prepare reports and to forward such other information and certificates as may be required to be forwarded by Grantee or any of its partners to security holders or to the Secured Lenders;

(ii) provide Grantee, within 90 days after the end of each fiscal year of Grantee with: (A) statements similar to the statements required under Section 3.10(a), but annualized for Grantee's fiscal year from the statements prepared for each Accounting Month ("Annual Statements"); (B) a letter of a nationally recognized firm of independent accountants selected by Owner (which may be the firm of independent accountants retained to audit the books and records of Owner) expressing an opinion as to the fair presentation of the Annual Statements in accordance with this Conveyance; and (C) a second letter from the same firm (1) stating whether or not, based on the following procedures performed by the firm in accordance with generally accepted auditing standards, anything has come to the attention of such firm which has led it to

believe, as of the date of such letter, that any of the monthly statements required by Section 3.10(a) for months within Grantee's fiscal year were not prepared in accordance with or did not comply in all material respects with the terms and provisions of Articles I, II and III of this Conveyance, insofar as those articles pertain to accounting matters, and (2) if applicable, describing any material non-compliance. The procedures referred to above shall include examination of the Annual Statements, reading of each monthly statement, comparison of the monthly statements with each other and with the Annual Statements, and inquiry of Owner's management as to whether or not the monthly statements were in accordance with or complied in all material respects with the terms and provision of Articles I, II and III of this Conveyance, insofar as those articles pertain to accounting matters;

(iii) select independent petroleum engineers to prepare annual reserve reports referred to in Section 4.02(e)(i) covering at least 70 percent of the discounted present value, as reflected in such annual reserve reports for the preceding period, of the proved developed reserves attributable to the Burdened Interests; and

(iv) indemnify Grantee and its partners, if any, against any loss, liability, damage and expense (including reasonable legal fees) incurred by Grantee or such partner as a result of or arising out of any of the information prepared by Owner or its Affiliates and provided to Grantee by Owner pursuant to this Section 4.02(e) being untimely, incorrect or untrue in any material respect. Owner acknowledges that Grantee and its partners, if any, have no obligation to verify the accuracy or completeness of such information.

4.03 Sales or Transfers of Equipment. Owner may, from time to time, in accordance with reasonable and prudent business judgment and sound oil and gas field practices, sell, trade, exchange, remove or transfer without sale or otherwise dispose of any Related Personal Property upon such terms and conditions as Owner deems appropriate. Any proceeds of such sales, or the fair market value of Related Personal Property removed or transferred without a sale, shall be credited to the appropriate Net Proceeds Account in accordance with Section 3.02(a)(i)(D); and, if, without a sale, any personal property of Owner or any Affiliate is placed on or becomes appurtenant or related to a portion of the Burdened Interests covered by a Net Proceeds Account (other than that, if any, which had theretofore covered such personal property), the newly involved Net Proceeds Account shall be debited (and the prior Net Proceeds Account, if any, shall be credited) with the fair market value of the property so transferred, as provided in Sections 3.03(a)(i)(A)(3) and 3.02(a)(i)(D), respectively.

4.04 Permitted Drilling. Owner may, from time to time, undertake any operations and activities that Owner, in accordance with reasonable and prudent business judgment and sound oil and gas field practices, considers necessary or advisable to produce and market Subject Minerals efficiently, including without limitation, drilling, testing, completing and equipping of replacement, supplementary recovery, acceleration and other similar wells; drilling,

testing, completing and equipping salt water disposal and other service wells; secondary and tertiary recovery operations; and construction and installation of new facilities on, appurtenant to or relating to any portion of the Burdened Interests. All of such operations and activities are referred to herein as "Permitted Drilling". Owner shall not undertake any exploratory or development drilling operations that do not constitute Permitted Drilling. Owner and any of the Nominees may, however, in accordance with the provisions of Sections 4.07 and 5.04, enter into Farmout Agreements under which any Permitted Drilling or non-Permitted Drilling operation is undertaken by a third party (including without limitation, any Affiliate).

4.05 Abandonment or Surrender of Interests. Owner shall not be obligated to operate or continue to operate any well located on any portion of on the Burdened Interests, or to maintain any portion of any Lease, if Owner, in accordance with reasonable and prudent business judgment, determines that such well or Lease has ceased to produce or is not capable of producing Minerals in commercial quantities (which determination shall be made as if such well or Lease were not burdened by any of the Royalty Interests). Any abandonment or surrender of any portion of the Burdened Interests pursuant to this Section 4.05 shall not be deemed to be a transfer of interest for purposes of Sections 4.06(a) or 4.06(b), and, subject to the provisions of Section 5.03, shall be effective to extinguish any Royalty Interest with respect to that portion of the Burdened Interests abandoned or surrendered.

4.06 Transfers of Interest.

(a) Transfers Free of Royalty Interest.

(i) In addition to Farmout Agreements provided for in Section 4.07, if Owner from time to time desires to sell and convey any portion of the Burdened Interests to any person, including any Affiliate, free and clear of the Royalty Interests, Owner shall have the option, until December 31, 2050, to purchase from Grantee any portion of any Royalty Interest insofar as it relates to the Burdened Interests to be sold, on the following terms and conditions: (A) the purchase price for such portion of such Royalty Interest (the "Purchase Price") shall be 90 percent of the total sales proceeds for the related portion of the Burdened Interests sold and for all Related Personal Property attributable thereto, less 90 percent of all costs and expenses related to the sale, and less 90 percent of the entire amount of any debit balance in the Net Proceeds Account for the Burdened Interests in which the portion sold is included as of the end of the Accounting Month during which the sale is closed; (B) the Purchase Price shall be paid to Grantee on the Payment Date for the Accounting Month during which the sale is closed (or as otherwise agreed to in writing by Owner and Grantee); (C) if all or substantially all of the Burdened Interests are to be sold, Owner shall obtain the prior written consent of Grantee to the sale; (D) if the sale is not a bona fide arms-length transaction with an independent third-party buyer, Owner shall obtain an appraisal from a qualified independent appraiser selected by Owner of the fair market value, free and clear of the Royalty Interests, of the portion of the Burdened

Interests and Related Personal Property to be sold, and the total sales proceeds for the portion of the Burdened Interests sold and for all Related Personal Property attributable thereto less all costs and expenses related to the sale shall not be less than such appraised value (or, if more than one such appraisal was obtained, the highest such appraisal value); (E) Owner shall furnish to Grantee either a certificate of Owner that the sale is a bona fide arms-length transaction with an independent third-party buyer or the appraisal required by Section 4.06(a)(i)(D); and (F) if applicable, Owner shall comply with Section 4.06(a)(ii).

(ii) If all or any portion of the consideration received by Owner for such sale is not cash or other immediately available funds, Owner shall pay Grantee non-cash consideration only with the prior written consent of Grantee, and Owner shall obtain an independent appraisal of the fair market value of the non-cash consideration, prepared by a qualified independent appraiser selected by Owner. If Grantee consents to receive non-cash consideration, any cash received by Owner that does not exceed the Purchase Price (taking into account the appraised value of the non-cash consideration) shall be paid to Grantee on the Payment Date for the Accounting Month during which the sale is closed (or as otherwise agreed to in writing by Owner and Grantee), and if the cash received by Owner is not sufficient to pay Grantee the Purchase Price wholly in cash, the non-cash consideration shall be apportioned between Owner and Grantee in a manner determined by such appraiser in order to pay Grantee the remainder of the Purchase Price, and such non-cash consideration shall be transferred to Grantee on the Payment Date for the Accounting Month during which the sale is closed (or as otherwise agreed to in writing by Owner and Grantee). If Grantee does not consent to receive non-cash consideration, Owner shall pay Grantee in cash, on the Payment Date for the Accounting Month during which the sale is closed (or as otherwise agreed to in writing by Owner and Grantee), the appraised value of such non-cash consideration that would otherwise be apportioned to Grantee, and all non-cash consideration shall be retained by Owner. Whether or not Grantee consents to receipt of non-cash consideration, Owner shall have the option to pay Grantee in cash, on the Payment Date for the Accounting Month during which the sale is closed (or as otherwise agreed to in writing by Owner and Grantee), an amount equal to the appraised value of such non-cash consideration that would otherwise be apportioned to Grantee and to retain all of the non-cash consideration for Owner's account.

(iii) Except as provided in Section 5.04(a), upon the tender by Owner to Grantee of the Purchase Price as provided in Section 4.06(a)(i)(A) and, if applicable, Section 4.06(a)(ii), and of either the certificate or the appraisal, as applicable, as provided in Sections 4.06(a)(i)(E), and upon receipt by Owner of Grantee's consent, if applicable, pursuant to Sections 4.06(a)(i)(C) or 4.06(a)(ii), the Royalty Interest or Royalty Interests so acquired by Owner shall be deemed fully released and relinquished insofar as they relate to

the portion of the Burdened Interests sold. In the event of such a sale, Grantee agrees to execute, acknowledge and deliver promptly such instruments as may be reasonably requested by the purchaser of such portion of the Burdened Interests to evidence the release and relinquishment of the Royalty Interests as to the portion of the Burdened Interests sold. Subject to the provisions of Section 5.04(a), on the effective date of such sale, any Minerals in and under, and that may be produced and saved from, and that may accrue or be allocated to, the portion of the Burdened Interests sold shall no longer be deemed Subject Minerals, and the portion of the Burdened Interests sold shall no longer be deemed Burdened Interests for purposes of this Conveyance.

(b) Transfers Subject To Royalty Interest. Except as provided in Section 5.04(b), Owner shall have full power and authority, from time to time, to mortgage, pledge or hypothecate any portion of the Burdened Interests to any person, including any Affiliate, subject to the Royalty Interests and the terms and conditions of this Conveyance. Further, except as provided in Section 5.04(b), Owner shall have full power and authority, from time to time, to assign, sell or transfer any portion of the Burdened Interests to any person, including any Affiliate, subject to the Royalty Interests and the terms and conditions of the Conveyance, provided that such person is capable of performing all of the obligations of Owner set forth in this Conveyance and further provided that if such sale or transfer involves all or substantially all of the Burdened Interests, such transferee shall have a net worth of at least $50,000,000. Any proceeds of such transfer shall be solely for the account of Owner, and Grantee shall have no right or interest therein. In the event that Owner, pursuant to this Section 4.06(b), assigns, sells or transfers less than all of the Burdened Interests subject to the Royalty Interest, then, effective as of the effective date of such conveyance, separate Net Proceeds Accounts shall be maintained by Owner (with regard to the Royalty Interest attributable to the unassigned portion of the Burdened Interests) and by the assignee (with regard to the Royalty Interest attributable to the assigned portion of the Burdened Interests), and the Net Proceeds attributable to each such portion shall be computed separately, as provided in Article III.

(c) Transfers by Grantee.

(i) Subject to the provisions of Sections 4.06(a), 4.06(c)(ii) and 5.04(c), Grantee shall have full power and authority to assign, sell, transfer, mortgage, pledge, hypothecate or otherwise dispose of all of, or an undivided interest in (but no other portion of) any of the Royalty Interests; provided, however, that no change of ownership or right to receive payment of any of the Royalty Interests, or any part thereof, shall be binding upon Owner until notice thereof, in the form of a certified copy of the recorded instrument of transfer or judicial proceedings relating to the transfer (or in such form as otherwise agreed to in writing by Owner), shall have been furnished to Owner.

(ii) If at any time any of the Royalty Interests is divided among and owned by two or more co-owners, Owner, or the owner or co-owners of a

majority in interest of such Royalty Interest, may require such co-owners to appoint a single trustee or agent with full power and authority to receive all payments in respect of such Royalty Interest, all statements and all notices required by this Conveyance to be delivered to such co-owners, to consent to any matters requiring consent of such co-owners under this Conveyance on behalf of such co-owners, and otherwise to deal generally with such Royalty Interest and to bind such co-owners within the scope of this Conveyance. If such co-owners cannot agree upon the identity of such trustee or agent or to the terms of such agency or trust, Owner or any owner or co-owners of a majority in interest of such Royalty Interest may apply to any court of competent jurisdiction to resolve such matter in accordance with general principles of equity and otherwise applicable law.

4.07 Farmout Agreements.

(a) Subject to Section 5.04(d), Owner may, in Owner's sole discretion, from time to time, enter into Farmout Agreements covering portions of the Burdened Interests with any person. If the farmee is not an Affiliate, the Farmout Agreement may contain such reasonable terms and conditions as Owner, in the exercise of its reasonable and prudent business judgment and sound oil and gas field practices, deems appropriate. The interest reserved by Owner pursuant to any Farmout Agreement is referred to herein as the "Retained Interest."

(b) In the event that the farmee is an Affiliate: (i) Owner, subject to Section 4.07(d), shall have a Retained Interest equal to a one-sixteenth overriding royalty interest in and to that portion of the Burdened Interests subject to the Farmout Agreement (the "Farmout Interest") (subject to proportionate reduction if the Farmout Interest is less than 100 percent of the operating interest in the tract subject to the Farmout Agreement; (ii) the Retained Interest shall be convertible at Owner's option to at least 25 percent of the Farmout Interest at the time when the Farmee recovers 100 percent of its costs for drilling, testing, completing, equipping and operating any well drilled under such Farmout Agreement from the proceeds of Mineral production from the Farmout Interest; and (iii) the Retained Interest shall be limited so that the Retained Interest, together with other preexisting burdens on the Farmout Interest, shall not reduce the net revenue interest of the farmee in the Farmout Interest to less than 75 percent (subject to proportionate reduction if the Farmout Interest is less than 100 percent of the operating interest in the tract subject to the Farmout Agreement).

(c) Notwithstanding the provisions of Section 4.07(b), in the event that the farmee is an Affiliate, the terms of any Farmout Agreement applicable to a portion of the Burdened Interests may be determined by an independent consultant selected by Owner if Owner determines that such an independent evaluation is warranted. Once the terms have been thus independently determined (but subject to the provisions of Section 5.04(d) below), the new terms shall control all Farmout Agreements between Owner and any Affiliate in the same geographical region, until Owner again has reason to believe that another independent evaluation is warranted, at which time the terms shall be redetermined in the manner provided above. In no case, however, shall Owner enter into any Farmout Agreement with any Affiliate on terms

and conditions that are less advantageous to Owner than those contained in a bona fide offer received with respect to the same portion of the Burdened Interests from any person who is not an Affiliate.

(d) If a Farmout Agreement is entered into and if the parties thereto elect to be excluded from Subchapter K of the Code, Owner shall have the right and option, but not the obligation, to assign the interest to be earned by the farmee under the Farmout Agreement (the "Farmee's Interest") to the farmee free and clear of the Royalty Interest applicable thereto and, upon receipt of a certificate from Owner that the Farmout Agreement is in accordance with the provisions of this Section 4.07, Grantee shall execute, acknowledge and deliver promptly such instruments as reasonably requested by the farmee to evidence the release of such Royalty Interest insofar as it burdens the Farmee's Interest. In the event that the parties to such a Farmout Agreement do not elect to be excluded from Subchapter K of the Code, both the Farmee's Interest and the Retained Interest shall continue to be burdened by the Royalty Interest. Whether or not such Royalty Interest is released as provided above, no costs incurred or revenues received with respect to the Farmee's Interest shall be included in the calculation of Net Proceeds and no proceeds from the sale of Subject Minerals attributable to the Farmee's Interest shall be included in Section 3.03(a)(i)(A) for purposes of the Production Proceeds limitation set forth in Section 3.11. The Retained Interest (and the Farmee's Interest if such Royalty Interest is not released) shall continue to be burdened by such Royalty Interest. Owner shall have the exclusive and full right and authority to exercise or not to exercise any conversion option, and, if Owner exercises such option with respect to the Retained Interest, the interest to which the Retained Interest may be converted shall be burdened by such Royalty Interest.

4.08 Affiliates. In the maintenance, operation and development of any of the Burdened Interests, the administration of this Conveyance, the maintenance of records and the performance of any other obligations of Owner hereunder, Owner may, at any time and from time to time, employ, contract or otherwise deal with any Affiliate upon terms and conditions competitive in the oil and gas industry, except as expressly provided herein. Any compensation paid by Owner to an Affiliate as operator of any of the Burdened Interests shall be governed by the provisions of Section 3.03(a)(i)(A) and Section 6.01.

4.09 Operations. Subject to the provisions of Section 5.02(b), Owner shall have the exclusive right, as between Owner and Grantee, to operate the Burdened Interests to such extent and in such manner as Owner shall determine to be proper in accordance with reasonable and prudent business judgment and sound oil and gas field practices. Owner and any of the Nominees shall have full power and authority, without consent of Grantee, to enter into operating agreements and any other contracts or agreements relating to the operation, maintenance and development of the Burdened Interests and the marketing of Subject Minerals, and to alter, amend or terminate the same, upon such terms and conditions as Owner may determine, in accordance with reasonable and prudent business judgment and sound oil and gas field practices and all of the terms and provisions of this Conveyance.

4.10 Pooling and Unitization. Owner and any of the Nominees shall have the exclusive right, as between Owner

and Grantee, to pool or unitize any portion of the Burdened Interests in any oil or gas field or prospect and the Royalty Interests related thereto, and to alter, amend or terminate any pooling or unitization agreement heretofore or hereafter entered into, without consent of Grantee, upon such terms and conditions as Owner may determine, in accordance with reasonable and prudent business judgment and sound oil and gas field practices, and any such pooling or unitization agreement shall be binding upon Grantee. Grantee shall promptly join in any pooling or unitization agreement if so requested by Owner.

4.11 Protection to Purchasers. Except as specified in a written notice from Owner and Grantee, or from Owner and the Secured Lenders or the receiver or receivers in the instance contemplated by Section 5.02(b), no pipeline company or other person purchasing, taking or processing Subject Minerals shall be required to take notice of, or to keep informed concerning, the status of the Royalty Interests, and Grantee hereby authorizes and directs all such companies and persons to pay proceeds of Subject Minerals or deliver all Subject Minerals to Owner, or to any other person that Owner may designate as Owner's agent for such purpose, without any liability whatsoever to Grantee.

4.12 Windfall Profit Tax. Owner shall use all reasonable efforts to ensure that the correct amount of Windfall Profit Tax (taking into account the effect, if any, of the net income limitation to the extent permitted by applicable regulations) due with respect to Grantee's share of Subject Minerals is either withheld by first purchasers of Subject Minerals or withheld by Owner (to the extent permitted by applicable regulations) and deposited with the Internal Revenue Service. If any portion of Grantee's share of Subject Minerals is not subject to withholding, Owner shall so notify Grantee in sufficient time to permit Grantee, its partners, and persons holding beneficial interests in Grantee's partners to file any necessary Windfall Profit Tax returns and make any necessary deposits of Windfall Profit Tax by the due dates thereof.

4.13 Default. If Owner defaults in the performance or observance of any term or condition required to be performed or observed by Owner under this Conveyance, and such default continues unremedied for a period of 30 days after written notice thereof has been given to Owner by Grantee (or, if such default is capable of being remedied by Owner but cannot be remedied within such 30-day period, Owner has not commenced to remedy such default within such 30-day period and does not continuously and diligently seek to remedy the same to completion within a reasonable period of time), then Grantee may pursue any and all remedies available to Grantee at law or in equity, including without limitation, the right to enforce specific performance of this Conveyance.

ARTICLE V

Rights of Mortgagees

5.01 Exercise of Grantee's Rights. The Secured Lenders shall be entitled, to the extent the Credit Agreement or any Security Document so provides, to exercise all of the rights, remedies, powers and privileges conferred upon Grantee by the terms of this Conveyance and to give or withhold all consents required to be obtained hereunder by Owner from Grantee; provided, however, that except as expressly set forth herein, nothing herein or in the Credit

Agreement or any such Security Document shall impose or be deemed to impose upon Owner any obligation or liability undertaken by Grantee under the Credit Agreement or such Security Document or obligation secured thereby.

5.02 Specific Performance; Receiver. (a) If Owner defaults in the performance or observance of any term, covenant or condition required to be performed or observed by Owner under this Conveyance, which default is not remedied or commenced to be remedied in accordance with Section 4.13, then in addition to the rights set forth in Section 5.01 above, the Secured Lenders may apply to any court having jurisdiction with respect to such matter for the specific performance or observance of such term or condition. If the default by Owner is such that delay in enforcement of such term, covenant or condition could irreparably harm the interests of the Secured Lenders, the Secured Lenders may pursue their remedies with respect to such default, after notice to Owner, without the passage of 30 days or other cure period provided for in Section 4.13.

(b) Owner further agrees that: (i) in the event of an unremedied default in the performance or observance of any term, covenant or condition required to be observed or performed by Owner under this Conveyance, which default materially adversely affects the interests of Grantee or the Secured Lenders, or (ii) if Owner or any Affiliate becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated a bankrupt or insolvent or admits in writing its inability to pay its debts generally as the same become due, or if any proceedings are instituted by Owner or any Affiliate under any state or federal law for relief of debtors seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts or seeking the appointment of a receiver, trustee, custodian, liquidator or similar official of itself or any material part of the Burdened Interests, or if a voluntary petition in bankruptcy or for reorganization or for an adjudication of Owner or any Affiliate as an insolvent or a bankrupt, is filed by Owner or any Affiliate, or seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts or seeking the appointment of a receiver, trustee, custodian, liquidator or similar official of itself or any material part of the Burdened Interests, then, notwithstanding any other provision of this Conveyance, the Secured Lenders shall be entitled as a matter of right, without regard to the adequacy of the security for their loans to Grantee or the solvency of Grantee or Owner, to the appointment of a receiver or receivers of the Secured Lenders' choice, except as may be prohibited by law, of all or any part of the Burdened Interests, the Related Personal Property and any Subject Minerals. Any such receiver shall have full power and authority to take possession of the Burdened Interests, the Related Personal Property and Subject Minerals, to operate the Burdened Interests and Related Personal Property, to sell and collect the proceeds of all Subject Minerals for the accounts of Owner, Grantee and the Secured Lenders, and to execute any and all applications, orders and other documents, in Owner's name, all as may be necessary or proper to operate the Burdened Interests and Related Personal Property to the same extent and with the same power and authority as Owner. Owner hereby consents to the appointment of such receiver or receivers, agrees not to oppose any application therefor by the Secured Lenders or any appointment pursuant

hereto, and agrees to execute such documents and instruments and to perform such other acts as may be reasonably required to effect such receivership.

5.03 Abandonment or Surrender Procedure. If, pursuant to Section 4.05, Owner proposes to abandon or surrender any Lease or any well located on any of the Burdened Interests, then, unless the Secured Lenders have otherwise then so directed, Owner shall first give written notice of any such proposed abandonment or surrender to the Secured Lenders, including in such notice such information about the property to be abandoned as the Secured Lenders may reasonably require; and, if the Secured Lenders so request within 10 Business Days after delivery of such notice, Owner shall assign to the Secured Lenders the interest proposed to be abandoned or surrendered upon payment by the Secured Lenders of the reasonable salvage value of the Related Personal Property in, on or appurtenant to the portion of the Burdened Interests so assigned.

5.04 Farmouts, Sales and Other Transfers. (a) Notwithstanding the provisions of Section 4.06(a)(iii), the Royalty Interests insofar as they relate to any Burdened Interests sold pursuant to Section 4.06(a) shall not be deemed to be released and relinquished under Section 4.06(a)(iii), and the Subject Minerals related thereto shall remain Subject Minerals, and such Burdened Interests shall remain Burdened Interests, unless and until any liens or encumbrances held by the Secured Lenders on such Royalty Interests have been released in writing by the Secured Lenders.

(b) Notwithstanding the provisions of Section 4.06(b), no portion of the Burdened Interests shall be sold or otherwise transferred by Owner without the prior written consent of the Secured Lenders to such sale or transfer (which consent shall not be unreasonably conditioned, withheld or delayed), if the value of the portion of the Burdened Interests to be sold or otherwise transferred plus the value of the Royalty Interest related thereto, determined on the basis of the Engineering Report, exceeds $25,000,000.

(c) The requirement of Section 4.06(c) that any Grantee transfer all, or an undivided interest in all, of the Royalty Interests shall not be applicable to any foreclosure of any liens or encumbrances on any of the Royalty Interests, to any deed or assignment in lieu of foreclosure thereof to the Secured Lenders or their designee, or to any subsequent transfer of the portions of such Royalty Interest so transferred.

(d) Without the prior written consent of the Secured Lenders (which consent shall not be unreasonably conditioned, withheld or delayed), Owner shall not enter into any Farmout Agreement if, pursuant to such Farmout Agreement, any party other than Owner is to conduct Permitted Drilling.

(e) Without limiting the matters which may be considered by the Secured Lenders in determining whether or not to give their consent to any sale, farmout or other transfer of all or any portion of the Burdened Interests or the matters which may reasonably constitute a basis for withholding or conditioning such consent, and notwithstanding any other provision of this Conveyance, it shall not be unreasonable for the Secured Lenders to withhold or condition such consent if, in the reasonable judgment of the Secured Lenders, the proposed transferee may lack such

accounting or managerial capabilities, experience or net worth as the Secured Lenders then determine should be required of any such transferee to permit such transferee to fully and completely discharge its obligations under this Conveyance.

5.05 Limitation of Rights. Notwithstanding anything to the contrary contained herein, the provisions of this Article V shall terminate and be of no further force and effect upon payment in full of the Royalty Debt and the satisfaction of all obligations owed to the Secured Lenders pursuant to or in connection with the Credit Agreement and the Security Documents.

ARTICLE VI

Miscellaneous

6.01 Standard of Conduct. In the maintenance, operation and development of any of the Burdened Interests, the administration of this Conveyance, the maintenance of records and the performance of any other obligations of Owner hereunder, Owner shall act in good faith, in accordance with reasonable and prudent business judgment and, if applicable, in accordance with sound oil and gas field practices. In each case where Owner is required to make an estimate herein, such estimate shall be a reasonable estimate made in good faith.

6.02 Proportionate Reduction. In the event of any failure or deficiency in title to any of the Burdened Interests, the Royalty Interest attributable to such Burdened Interest shall be payable from such reduced Burdened Interest; provided, however, that nothing in this Section 6.02 shall diminish or negate the warranty of title set forth in Section 4.01 above.

6.03 Governmental Regulations. All obligations of Owner hereunder shall be subject to all applicable provisions of the Natural Gas Act, the Natural Gas Policy Act of 1978 and each other state or federal statute regulating the sale of Minerals or establishing maximum prices at which Minerals may be sold, and all applicable laws, orders, rules and regulations of the Federal Energy Regulatory Commission and each other state or federal legislative or governmental body, agency, board, Indian tribe or commission having jurisdiction over the Burdened Interests, as from time to time in effect. Owner, in its sole discretion, may make filings, for itself and on behalf of Grantee, with the Federal Energy Regulatory Commission or any other state or federal governmental body, agency, board or commission having jurisdiction relating to the price or prices at which Subject Minerals may be sold, but shall not in any event be liable to Grantee for failure to make or to timely make any such filing.

6.04 Further Assurances. Owner and Grantee shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all such other and additional instruments, notices, releases and other documents and take such other action as may be necessary or appropriate to more fully assure to each other, or successors or assigns or any third parties, all of the respective rights and interests herein and hereby granted or intended to be granted.

6.05 Relationship of Parties. Nothing contained herein shall be construed as creating a partnership, joint

venture, association, trust, mining partnership or other entity, or constituting any person the agent of any other person.

6.06 Business Days. Any act required by the terms of this Conveyance to be performed on a day other than a Business Day shall be deemed to have been performed on such day if it is performed on the first Business Day following such day.

6.07 Notices. All notices and communications required or permitted under this Conveyance shall be in writing and any communication or delivery hereunder shall be deemed to have been duly made if actually delivered, or if mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Owner:

AMERICAN ROYALTY PRODUCING COMPANY
717 - 17th Street
Denver, Colorado 80202
Attention: President, PLF-ARPC, Inc.

If to Grantee:

AMERICAN ROYALTY PARTNERSHIP
717 - 17th Street
Denver, Colorado 80202
Attention: President, American Royalty
Partnership Management Company

Either party may, by written notice actually delivered to the other, change the address to which delivery shall thereafter be made. Notices mailed in accordance with this Section 6.07 shall be deemed to have been received five days after mailing.

6.08 Headings. The headings of the articles and sections of this Conveyance are for convenience of reference only and shall not limit or otherwise affect, and shall not be used in construing, any of the terms or provisions of this Conveyance.

6.09 Perpetuities Savings Clause. Notwithstanding any other provision of this Conveyance, any future interest created by this Conveyance that is not vested on the date hereof shall terminate, if such interest has not previously vested, 21 years less one day after the date of death of the last survivor of all of the descendants of Joseph P. Kennedy, father of John F. Kennedy, the late President of the United States of America, who are living on the date hereof.

6.10 Unenforceable or Inapplicable Provisions. If any provision of this Conveyance is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions shall be liberally construed in order to carry out the intent of this Conveyance. The invalidity of any provision of this Conveyance in any jurisdiction shall not affect the validity and enforceability of such provision in any other jurisdiction.

6.11 Counterparts. This Conveyance may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts the parts of Exhibit A hereto containing specific descriptions of certain Burdened Interests which relate to land

under the jurisdiction of offices or located in, or adjacent to, counties or parishes other than the office, county or parish 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. A full and complete copy of this Conveyance is being recorded in Los Angeles County, California. A counterpart of this Conveyance containing all parts of Exhibit A that relate to Louisiana properties (onshore and offshore) is being filed for recording in Jefferson Davis Parish, Louisiana, and a counterpart of this Conveyance containing all parts of Exhibit A that relate to offshore Louisiana properties is being filed with the Minerals Management Service, Gulf of Mexico OCS Region, in Metairie, Louisiana, in the case file for the Lease bearing serial number OCS-G-2643.

6.12 References. Reference made in this Conveyance, including use of a pronoun, shall be deemed to include where applicable, masculine, feminine, singular or plural, individuals, partnerships, corporations and other persons. As used in this Conveyance, "person" shall mean any natural person, corporation, partnership, trust, estate or other entity; "any portion" shall include "all" of the thing referred to unless otherwise expressly provided where the term is used; and "herein" refers to any portion of this Conveyance, including the Exhibits hereto which, by this reference, are incorporated herein and made a part hereof.

6.13 Construction. This Conveyance is intended to create in Grantee, to the maximum extent permitted by applicable law, presently vested interests in and to real property and in and to the products and proceeds thereof, together with rights and interests in land. If, under applicable law, any right or other interest created hereby is construed to be other than an interest in or to real property, Grantor and Grantee intend, nevertheless, that such interest be construed to be an interest in or to property, presently vested in Grantee, not merely a contract right, and not terminable or defeasible during the term of any of the Leases or other Burdened Interests except as otherwise expressly provided herein.

6.14 Choice of Law. Insofar as permitted by otherwise applicable law, this Conveyance shall be construed under and governed by the laws of the State of Colorado; provided, however, that, with respect to any portion of the Burdened Interests located outside of the State of Colorado, the laws of the place where such property is located shall apply to the extent, and only to the extent, necessary to permit creation, ownership, hypothecation and other transfers of the Royalty Interests, or any of them, and to permit Grantee and the Secured Lenders to enforce or realize upon their respective rights and remedies hereunder with respect to such property.

6.15 Parties in Interest. This Conveyance shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. Except as provided in Section 4.11 and Article V, nothing contained in this Conveyance, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies.

6.16 Recording References. All recording references in Exhibit A hereto are to the official real property records of the county or parish in, or adjacent to, which the affected land is located. The references in Exhibit A

hereto to liens, encumbrances and other burdens shall not be deemed to recognize or create any rights in third parties.

6.17 Participating Partnerships and Nominees. The Participating Partnerships execute this Conveyance: (a) for themselves solely to assign all of their right, title and interest in or to the Burdened Interests to ARPCO without warranty of any kind, express, implied or statutory, and (b) in their respective capacities as general partners of ARPCO. The Nominees execute this Conveyance for themselves as record title holders of the Burdened Interests and on behalf of Owner, but the Nominees make no warranties herein, either express or implied. Neither the Participating Partnerships nor the Nominees shall have any of the obligations of Owner hereunder.

EXECUTED in Denver, Colorado in the presence of the undersigned competent witnesses on December 30, 1984, to be effective for all purposes as of the Effective Time.

ARPCO:

AMERICAN ROYALTY PRODUCING COMPANY,
a Colorado general partnership

By: PLC-ARPC, INC., a Colorado corporation, as general partner

Attest:

By: _____
David A. Frawley
Vice President

_____
Larry Gardner
Assistant Secretary

[SEAL]

By: PLF-ARPC, INC., a Colorado corporation, as general partner

Attest:

By: _____
David A. Frawley
Vice President

_____
Larry Gardner
Assistant Secretary

[SEAL]

By: All of the following Colorado limited partnerships (which are all of the Participating Partnerships), each in their respective capacities as a general partner of ARPCO:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11

PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

By: PETRO-LEWIS FUNDS, INC., a Colorado corporation, as general partner of each of such limited partnerships

Attest:

Larry Gardner
Assistant Secretary

By: Lon McCain
Lon McCain
Vice President

[SEAL]

NOMINEES:

PARTNERSHIP PROPERTIES CO.,
a Colorado general partnership

By: David A. Frawley
David A. Frawley
General Partner

[redacted] [redacted] [redacted]

PETRO-LEWIS FUNDS, INC., a
a Colorado corporation

ATTEST:

Larry Gardner
Assistant Secretary

By: Lon McCain
Lon McCain
Vice President

[SEAL]

PETRO-LEWIS CORPORATION, a Colorado
corporation

Attest:

Larry Gardner
Assistant Secretary

By: Lon McCain
Lon McCain
Vice President

[SEAL]

ARP:

AMERICAN ROYALTY PARTNERSHIP, a
Colorado general partnership

Attest:

Larry Gardner
Assistant Secretary

By: AMERICAN ROYALTY PARTNERSHIP
MANAGEMENT COMPANY, a Colorado
corporation, as general partner

By: David A. Frawley
David A. Frawley
Vice President

[SEAL]

PARTICIPATING PARTNERSHIPS:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED
PARTNERSHIP/1982-8

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
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PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships

By: PETRO-LEWIS FUNDS, INC.,
a Colorado corporation,
as general partner of each
of such limited partnerships

Attest:

Larry Gardner
Assistant Secretary

By: Lon McCain
Lon McCain
Vice President

[SEAL]

WITNESSES to the signatures of all parties:

Laura M Harris
Name: Laura M. Harris

Karen A Aviles
Name: Karen A. Aviles

THIS INSTRUMENT PREPARED BY:

Holme Roberts & Owen
1700 Broadway, Suite 1800
Denver, Colorado 80290

ACKNOWLEDGMENTS

AMERICAN ROYALTY PRODUCING COMPANY

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that David A. Frawley and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PLC-ARPC, INC. and PLF-ARPC, INC., each Colorado corporations, as the general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general 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 corporations, acting in their capacity as general partners as aforesaid. Given under my hand and seal of office this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared David A. Frawley and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, on behalf of PLC-ARPC, INC. and PLF-ARPC, INC., respectively, which corporations executed the within conveyance as general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership, the partnership therein named, on behalf of the partnership, and acknowledged to me that the corporations, as general partners of the partnership, and said partnership 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.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared David A. Frawley and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PLC-ARPC, INC., a Colorado corporation, and PLF-ARPC, INC., a Colorado corporation, known to me to be the persons whose names are subscribed to the foregoing Conveyance, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporations as the general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named David A. Frawley and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PLC-ARPC, INC., a Colorado corporation, and

PLF-ARPC, INC., a Colorado corporation, as the general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership, who acknowledged that they signed and delivered the foregoing instrument on the day and the year therein mentioned, on behalf of said corporations as the general partner of said general partnership. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

The foregoing Conveyance was acknowledged before me on December 30, 1984 by David A. Frawley and Larry Gardner, Vice President and Assistant Secretary, respectively, of PLC-ARPC, INC., a Colorado corporation, and PLF-ARPC, INC., a Colorado corporation, on behalf of the corporations, as general partners, on behalf of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Conveyance was acknowledged before me this 30th day of December, 1984, by David A. Frawley and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PLC-ARPC, INC., a Colorado corporation, and PLF-ARPC, INC., a Colorado corporation, on behalf of the corporations as the general partners on behalf of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership.

Witness my hand and official seal.

Donna F. Taylor

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

[SEAL]

My commission expires: 9-16-87.

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor , a notary public in and for said county in said state, hereby certify that Lon McCain and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, as the general partner of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5

PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, and all as general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general 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 the general partner of such limited partners as afore said.. Given under my hand this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State,

duly commissioned and sworn, personally appeared Lon McCain and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, which corporation executed the Conveyance of PETRO-LEWIS FUNDS, INC., a Colorado corporation, as the general partner of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1

PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, each of which limited partnerships executed the Conveyance as a general partner of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership, and acknowledged to me that said corporation and said partnerships 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.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared Lon McCain and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, and that the foregoing Conveyance was signed on behalf of said corporation by authority of its Board of Directors, and said Lon McCain and Larry Gardner, acknowledged said Conveyance to be the act and deed of said corporation, as the general partner of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, and all as general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, who acknowledged that they signed and delivered the foregoing Conveyance on the day and year therein mentioned, on behalf of said corporation, as the general partner of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships and all as general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

This instrument was acknowledged before me on December 30, 1984 by Lon McCain and Larry Gardner, Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation, as the general partner on behalf of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, and all as general partners of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Conveyance was acknowledged before me this 30th day of December, 1984, by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation, as the general partner on behalf of each of the following:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9

PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
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PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, all as general partners on behalf of AMERICAN ROYALTY PRODUCING COMPANY, a Colorado general partnership. Witness my hand and official seal.

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

[SEAL]

My commission expires: September 16, 1987.

PARTNERSHIP PROPERTIES CO.

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that David A. Frawley, whose name as a 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, general partner and with full authority, executed the same voluntarily, acting in his capacity as the general partner as aforesaid. Given under my hand and seal of office this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared David A. Frawley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this Conveyance as a general partner on behalf of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, and acknowledged to me that the partnership executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared David A. Frawley, to me personally known, who, being by me duly sworn, did say that he is general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, known to me to be the person whose name is subscribed to the foregoing Conveyance, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of a general partner of said general partnership.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named David A. Frawley, general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, who acknowledged that he signed and delivered the foregoing Conveyance on the day and the year therein mentioned, on behalf of said general partnership, as general partner of said general partnership. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

The foregoing Conveyance was acknowledged before me on December 30, 1984 by David A. Frawley, general partner, on behalf of PARTNERSHIP PROPERTIES CO., a Colorado general partnership. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Conveyance was acknowledged before me this 30th day of December, 1984, by David A. Frawley, as general partner of PARTNERSHIP PROPERTIES CO., a Colorado general partnership, on behalf of said general partnership. Witness my hand and official seal.

[SEAL]

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

My commission expires: September 16, 1987.

PETRO-LEWIS FUNDS, INC.

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that Lon McCain and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, 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, Given under my hand this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared Lon McCain and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared Lon McCain and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, and that the foregoing Conveyance was signed on behalf of said corporation by authority of its Board of Directors, and said Lon McCain and Larry Gardner, acknowledged said Conveyance to be the free act and deed of said corporation.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, who acknowledged that they signed and delivered the foregoing Conveyance on the day and the year therein mentioned, on behalf of said corporation. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

This instrument was acknowledged before me on December 30, 1984 by Lon McCain and Larry Gardner, Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing instrument was acknowledged before me this 30th day of December, 1984, by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

Donna F. Taylor

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

[SEAL]

My commission expires: September 16, 1987.

PETRO-LEWIS CORPORATION

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that Lon McCain and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, 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, Given under my hand this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared Lon McCain and Larry Gardner, known to me (or proved to me on the basis

of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, and acknowledged to me that said corporations executed the same pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared Lon McCain and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, and that the foregoing Conveyance was signed on behalf of said corporation by authority of its Board of Directors, and said Lon McCain and Larry Gardner, acknowledged said Conveyance to be the free act and deed of said corporation.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, who acknowledged that they signed and delivered the foregoing Conveyance on the day and the year therein mentioned, on behalf of said corporation. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

This instrument was acknowledged before me on December 30, 1984 by Lon McCain and Larry Gardner, Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, on behalf of said corporation. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing instrument was acknowledged before me this 30th day of December, 1984, by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS CORPORATION, a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

Donna F. Taylor

[SEAL]

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

My commission expires: September 16, 1987.

AMERICAN ROYALTY PARTNERSHIP

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that David A. Frawley and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, as general partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general 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 the general partner as aforesaid. Given under my hand this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared David A. Frawley and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, or on behalf of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, which corporation executed the within Conveyance as general partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, on behalf of the partnership and acknowledged to me that the corporation, as general partner of said partnership, and said partnership 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.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared David A. Frawley and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, known to me to be the persons whose names are subscribed to the foregoing Conveyance, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation as general partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named David A. Frawley and Larry Gardner, the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, general partner of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership, who acknowledged that they signed and delivered the foregoing

[redacted] - [redacted] [redacted]

Conveyance on the day and the year therein mentioned, on behalf of said corporation as the general partner of said general partnership. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

This instrument was acknowledged before me on December 30, 1984 by David A. Frawley and Larry Gardner, Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, as general partner, on behalf of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Conveyance was acknowledged before me this 30th day of December, 1984, by David A. Frawley and Larry Gardner, the Vice President and Assistant Secretary, respectively, of AMERICAN ROYALTY PARTNERSHIP MANAGEMENT COMPANY, a Colorado corporation, on behalf of the corporations as general partner on behalf of AMERICAN ROYALTY PARTNERSHIP, a Colorado general partnership. Witness my hand and official seal.

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

[SEAL]

My commission expires: September 16, 1987.

PARTICIPATING PARTNERSHIPS

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Alabama Form)

I, Donna F. Taylor, a notary public in and for said county in said state, hereby certify that Lon McCain and Larry Gardner, whose names as Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, as the general partner of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8

PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, 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 the general partner of such limited partnerships as aforesaid. Given under my hand this 30th day of December, A.D. 1984.

(California Form)

On this 30th day of December, in the year 1984, before me, Donna F. Taylor, a Notary Public of said State, duly commissioned and sworn, personally appeared Lon McCain and Larry Gardner, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Conveyance as Vice President and Assistant Secretary, respectively, which corporation executed the Conveyance of

[redacted] [redacted] [redacted]

PETRO-LEWIS FUNDS, INC., a Colorado corporation, as the general partner of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships, and acknowledged to me that said corporation and each of said partnerships 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.

(Louisiana Form)

On this 30th day of December, 1984, before me appeared Lon McCain and Larry Gardner, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, and that the foregoing Conveyance was signed on behalf of said corporation by authority of its Board of directors, and said Lon McCain and Larry Gardner, acknowledged said Conveyance to be the act and deed of said corporation, as the general partner of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships.

(Mississippi Form)

Personally appeared before me, a notary public of said county and state, the within named Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, who acknowledged that they signed and delivered the foregoing Conveyance on the day and year therein mentioned, on behalf of said corporation, as the general partner of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
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PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships. Given under my hand this the 30th day of December, A.D. 1984.

(Texas Form)

This instrument was acknowledged before me on December 30, 1984 by Lon McCain and Larry Gardner, Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation, as the general partner on behalf of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-13
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships. Given under my hand and official seal.

(Arkansas, Colorado, Florida, Kansas, Montana, New Mexico, North Dakota, Oklahoma and Wyoming Form)

The foregoing Conveyance was acknowledged before me this 30th day of December, 1984, by Lon McCain and Larry Gardner, the Vice President and Assistant Secretary, respectively, of PETRO-LEWIS FUNDS, INC., a Colorado corporation, on behalf of said corporation, as the general partner on behalf of each of:

PETRO-LEWIS PRODUCING COMPANY I
PETRO-LEWIS PRODUCING COMPANY II
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1980-12
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PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-6
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-7
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-8
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-9
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-10
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-11
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1981-12
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-1
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-2
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-3
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-4
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-5
PETRO-LEWIS OIL INCOME PROGRAM LIMITED PARTNERSHIP/1982-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-8

PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1982-12
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-1
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-2
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-3
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-4
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-5
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-6
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-7
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-8
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-9
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-10
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-11
PETRO-LEWIS OIL AND NATURAL GAS INCOME PROGRAM LIMITED PARTNERSHIP/1983-12
PETRO-LEWIS NATURAL GAS PROGRAM 1973-1
PETRO-LEWIS NATURAL GAS PROGRAM 1973-2
PETRO-LEWIS NATURAL GAS PROGRAM 1973-3

all Colorado limited partnerships. Witness my hand and official seal.

Donna F. Taylor

Donna F. Taylor, Notary Public
in and for the State of Colorado
residing at 1700 Broadway
Denver, Colorado 80290

[SEAL]

My commission expires: September 16, 1987.

[redacted] PREAMBLE [redacted] EXHIBIT A [redacted]
TO
CONVEYANCE OF OVERRIDING ROYALTY INTERESTS

1. Undefined Terms. Capitalized terms used but not defined in this Preamble shall have the meanings specified for them in the Conveyance of Overriding Royalty Interests (the "Conveyance") to which this Preamble is attached; provided that with respect to those portions of the Burdened Interests located in the State of Louisiana or as to which the laws of the State of Louisiana are applicable as a matter of federal law, ARPCO is the record owner and the beneficial owner of such portions of the Burdened Interests and references herein to "Grantor" with respect to such portions of the Burdened Interests shall be deemed to refer solely to ARPCO and shall not include any of the Nominees.

2. Scope and General Format of Exhibit. The Burdened Interests described in Sections 1.05(a)(i) and 1.05(a)(ii) of the Conveyance are described in this Exhibit A on a state, county and field basis. This Exhibit A consists of this Preamble, the Index and the description of the Burdened Interests which description is separated by state, then county, then field. Within each field the description is further subdivided, where applicable, into Part I-Subpart A, Part I-Subpart B, Part II and Part III.

(a) Part I.

(i) Subpart A. Part I-Subpart A, if any, for each field describes (x) certain Burdened Interests other than those which any party Grantor acquired by virtue of the Conoco Assignments (as hereinafter defined) and (y) the Burdened Interests located on the Outer Continental Shelf which any party Grantor acquired from Conoco effective as of January 1, 1983.

(ii) Subpart B. Part I-Subpart B, if any, for each field (except the Sacatosa Field, Maverick County, Texas) describes Burdened Interests not located on the Outer Continental Shelf and which any party Grantor acquired by virtue of three instruments each entitled "Assignment, Bill of Sale and Conveyance," and each effective as of January 1, 1983, being one from Conoco to PLC, one from Conoco to PPC and one from PLC to PPC, which instruments do not provide for any reversion to Conoco of the interests conveyed thereby (the "Conoco Non-Reversionary Assignments").

(b) Part II. Part II, if any, for each field (except the Sacatosa Field, Maverick County, Texas) describes Burdened Interests which any party Grantor acquired from Conoco (other than those located on the Outer Continental Shelf) by virtue of three instruments each entitled "Assignment, Bill of Sale and Conveyance," and each effective as of January 1, 1983, being one from Conoco to PLC, one from Conoco to PPC and one from PLC to PPC, such interests being subject to reversion to Conoco at "payout" (the "Conoco Reversionary Assignments").

(c) Burdened Interests in Sacatosa Field Described in Part I-Subpart B and Part II. The Burdened Interests described in Part I-Subpart B and Part II for the Sacatosa Field were acquired by Grantor by virtue of two instruments, each entitled "Assignment, Bill of Sale and Conveyance," and each effective as of January 1, 1983, being one from Conoco to PLC and one from PLC to PPC (the "Conoco Sacatosa Assignments"). The assignment from Conoco to PLC provides for a reversion to Conoco of an undivided 35 percent of the interests conveyed thereby at "payout." The Burdened Interests in the Sacatosa Field described in Part I-Subpart B are those conveyed to PLC by such assignment which do not revert to Conoco at payout and the Burdened Interests in the Sacatosa Field described in Part II are those which do revert to Conoco at payout.

(d) Part III. Part III, if any, for each field describes additional Burdened Interests not described in Part I or Part II. It is the intent of Grantor and Grantee that any Burdened Interests which will remain subject to "tax partnerships" after the Effective Time be described solely in Part III; if any such Burdened Interests are set forth in Part I, they shall be deemed instead to be described in Part III.

3. Incorporation of Legal Descriptions. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit A. To the extent that any land description in this Exhibit A is incorrect or not legally sufficient, the applicable land description contained in the documents so recorded is incorporated herein by this reference.

4. General Definitions.

(a) "Burdens" as used herein shall mean all lessors' royalties, overriding royalties, production payments and other similar interests valid and subsisting as of the Effective Time.

(b) "Well" as used in this paragraph 4 shall mean a well producing or capable of producing oil or gas as to the formations indicated in Exhibit A, or, if no such formation is indicated, the formations in which such well is presently producing, or if temporarily shut in, the formations in which the same is presently capable of producing, together with the lease or unit, pool or other communitized area upon which such well is located or applicable to such well. A well completed in more than one formation may be reflected as a separate well with respect to each completion.

(c) The terms "Working Interest" ("WI"), "Operating Interest" ("OI") and "Leasehold Interest" ("LI") are used herein interchangeably and (i) with respect to each lease, shall mean the interest owned by Grantor in and to the full and entire leasehold estate created under and by virtue of such lease and all rights of every kind and character appurtenant thereto or arising therefrom insofar as the said interest in said leasehold estate is burdened with the obligation to bear and pay costs of operations, without regard to any Burdens; (ii) with respect to a unit, pool or other communitized area, shall mean the interest in and to the full and entire unitized, pooled or other communitized interest created under and by virtue of each of the unitization, pooling or similar agreements described herein and all rights of every kind and character appurtenant thereto, or arising therefrom insofar as the said interest in said unitized, pooled or other communitized area is burdened with the obligation to bear and pay costs of operations and is created by virtue of Grantor's ownership of interests in the leases described herein, without regard to any Burdens; and (iii) with respect to a well, shall mean the share of the costs of operations conducted thereon which Grantor is obligated to bear by virtue of its ownership of an interest in the lease or unit on which such well is located or by virtue of which Grantor is entitled to a share of the production from such well.

(d) The terms "Net Interest in Production" ("NPI") and "Net Revenue Interest" ("NRI") are used herein

interchangeably and (i) with respect to each lease, shall mean the interest in and to applicable production produced, saved and sold from, under or by virtue of such lease, described herein after giving effect to all Burdens; (ii) with respect to a unit, pool or other communitized area, shall mean the interest in and to applicable production produced, saved and sold from, under or by virtue of each of the unitization, pooling or similar agreements described herein and the leases or other interests subject thereto and is afforded to Grantor by virtue of its ownership of the Working Interest in such lease, after giving effect to all Burdens; (iii) with respect to royalty, overriding royalty interests and other interests owned by Grantor other than leasehold interests, shall mean the interest in applicable production in, under and by virtue of the described interest, determined after giving effect to any and all Burdens which may be applicable to such described interest; and (iv) with respect to a well, that interest in the applicable production produced, saved and sold from the existing interval in which such well is completed which is afforded to Grantor by virtue of its ownership of the Working Interest in the Lease on which such well is located, or by virtue of which Grantor is entitled to such interest in production from such well, after deducting all Burdens against the production therefrom.

(e) The term "After-Payout" ("APO") as used herein specifies the Net Revenue Interest and the Working Interest of Grantor after the occurrence of a particular event, such as payout of certain costs with respect to a well or wells, as described in a Lease, one or more of the agreements to which the affected property is stated in this Exhibit A to be subject, or certain assignment instruments in the chain of title to the affected property.

(f) The term "Before-Payout" ("BPO") as used herein specifies the Net Revenue Interest and the Working Interest of Grantor before the occurrence of a particular event, such as payout of certain costs with respect to a well or wells, as described in a Lease, one or more of the agreements to which the affected property is stated in this Exhibit A to be subject, or certain assignment instruments in the chain of title to the affected property.

(g) In the case of certain Federal, Indian and State leases, the Burdened Interests set forth herein may be in the nature of either record title or operating rights.

(h) "Assignor" or "Assignors" as used in this Exhibit A shall mean Grantor. The following abbreviations shall have the indicated meaning when used in Part I-Subpart A and Part III:

CI	contractual interest
ORI	overriding royalty interest
RI	royalty interest

5. Specific Format of Burdened Interests Described in Part I-Subpart B and Part II (Interests Acquired from Conoco).

(a) General Format. The Conoco Non-Reversionary Assignments, the Conoco Reversionary Assignments and the Conoco Sacatosa Assignments are referred to herein collectively as the "Conoco Assignments." The Conoco Assignments are recorded as set forth in the "Schedule of Conoco Recording Information" attached as Schedule I to this Preamble. The Burdened Interests described in Part I-Subpart

B and Part II constitute collectively all of Grantor's present interest in the Leases, Land and other property interests and rights described therein conveyed to Grantor by the Conoco Assignments. Because the leasehold interests in the particular Leases described in Part I-Subpart B and Part II are not set forth in Exhibit A, the special warranty of title contained in Section 4.01 of the Conveyance, insofar as it concerns the Royalty Interest burdening those Burdened Interests described in Part I-Subpart B and Part II, only extends to the Operating Interests and Net Revenue Interests set forth therein.

(b) The descriptions of certain Leases and Land are repeated in Part I-Subpart A, Part I-Subpart B, Part II and Part III, or some combination thereof. Such multiple descriptions are intentional and the Burdened Interests attributable to each such description are separate and distinct interests, not the same interests.

(c) Conoco Subject to Agreements. In addition to the agreements and instruments listed in Part I-Subpart B and Part II, if any, for each field, those Burdened Interests owned by virtue of the Conoco Assignments are subject to the terms and conditions of the following agreements between Conoco and one or more of the entities comprising Grantor, each dated effective as of January 1, 1983: (i) Operating Agreement, (ii) Preferential Right to Purchase Crude Oil and Condensate, (iii) Preferential Right to Purchase Gas and Liquids, (iv) Accounting Agreement, (v) Tax Agreement and (vi) Agreement for Enhanced Oil Recovery Operations.

(d) Specific Format. The format of the description of the Leases and Land in Part I-Subpart B and Part II is as follows:

(i) With respect to each Lease, the description includes the date, the lessor, the recording information, the governmental or state serial number assigned to the Lease (if applicable), a description of the lands covered by the Lease that are being burdened by the Royalty Interests (as limited by depth limitations that may be described herein), and a reference to all amendments, if any, to the Lease. If the description of the Lease or amendments requires, such description may be continued on the final page of the Part I-Subpart B or Part II, as the case may be, for that field. If the recorded instrument is a short form or memorandum of a Lease, the term "Lease" shall be deemed to include all of the terms and provisions of the Lease referred to in such short form or memorandum. Certain property descriptions are in abbreviated form as to Sections, Townships and Ranges. In such descriptions the following terms may be abbreviated as follows:
Northwest Quarter - NW, NW/4 or NW1/4;
Southwest Quarter - SW, SW/4 or SW1/4;
Southeast quarter - SE, SE/4 or SE1/4;
Northeast Quarter - NE, NE/4 or NE1/4;
North Half - N/2 or N1/2; South Half - S/2 or S1/2; East Half - E/2 or E1/2; and West Half - W/2 or W1/2. The applicable Section, Township and Range may be identified by a series of three numbers, each separated by a dash, with the first number being the Section number, the second number being the Township number and the third number being the Range number. The Township and Range numbers are followed by an N, S, E or W to indicate whether the Township or Range is North, South, East or West, respectively. In some instances, the section number may be stated by itself and not in conjunction

with a series of dashed numbers representing the appropriate Township and Range. Thus, for example, the description "N/2 14, SESW 21-29N-8W" means "north one-half of Section 14 and southeast quarter of southwest quarter of Section 21, all in Township 29 North, Range 8 West." Certain descriptions merely refer to the subdivision or survey in which the property is located in whole or in part. In such cases, the recorded Leases and any amendments thereof and any other recorded instruments affecting Grantor's title more particularly describe the land within such subdivision or survey in which Grantor own an interest, and the descriptions contained in such instruments are incorporated herein by this reference.

(ii) Each well or unit with respect to which the Working or Operating Interest and Net Revenue Interest of Grantor are stated is described as follows: (1) each well is described by reference to Conoco's well name which may or may not be the name stated in the records of the applicable state or federal regulatory authority, and (2) each unit is described by the name used in the instrument creating such unit or, if the instrument contains no such name, then by Conoco's name for such unit. The Property Number is Grantor's internal reference for accounting purposes.

(iii) The symbol SSR following a Net Revenue Interest indicates that the well or unit includes one or more Leases with a sliding scale or step scale royalty or overriding royalty. In such cases, the decimal or percentage interest following such symbol is the sliding scale or step scale royalty or overriding royalty rate which has been used in computing the Net Revenue Interest set forth in Part I-Subpart B and Part II of this Exhibit A. The Net Revenue Interest may increase or decrease with changes in the sliding scale or step scale royalty or overriding royalty rate in accordance with the terms of the instrument creating such sliding scale or step scale royalty or overriding royalty. The matters to which any Lease, well or unit described in Part I-Subpart B and Part II of this Exhibit A are stated to be subject within a given field may burden any Lease, well or unit described in Part I-Subpart B and Part II of this Exhibit A within the same field. The word "Oil" set forth following a Net Revenue or Working or Operating Interest indicates that such interest is in oil production only. The word "Gas" set forth following a Net Revenue or Working or Operating Interest indicates that such interest is in gas production only, excluding casinghead gas and gas produced in association with oil. If the Lease description states that the Burdened Interest is limited to Gas Rights Only, the Working or Operating Interest and Net Revenue Interest for each well located on, or the right to production from which is attributable to, such Lease are limited to interests in gas production only, excluding casinghead gas and gas produced in association with oil.

(e) For convenience, certain terms have been abbreviated. When used in Part I-Subpart B or Part II, the abbreviations set forth in the "Schedule of Part I-Subpart B and Part II Abbreviations" attached as Schedule II to this Preamble shall have the meanings specified for them in such schedule.

(f) Certain Property Numbers with respect to which a Working or Operating Interest is represented contain the abbreviation SWD or IWA rather than a Net Revenue

Interest representation. In such cases, the representation is intended only to describe the share of the costs of constructing, operating and maintaining the salt water or injection wells and facilities identified by such Property Number borne by the Burdened Interests.

6. Additional Subject To Items. The Burdened Interests described on pages 703 through 743 of this Exhibit A are subject to Dissolution, Liquidation and Termination Agreement dated effective as of December 31, 1984 among Petro-Lewis Funds, Inc., Petro-Lewis Natural Gas Program 1973-1 and Petro-Lewis Natural Gas Program 1973-2 in addition to the matters set forth on such pages.

[redacted] [redacted] [redacted]

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF California

COUNTY OF Ventura

San Miguelito Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-CA	Conoco Inc.	Petro-Lewis Corporation	___/___/#8066
L228-CA	Conoco Inc.	Partnership Properties Co.	___/___/#8071
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	___/___/#8074

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-CA	Conoco Inc.	Petro-Lewis Corporation	___/___/#8067
L328-CA	Conoco Inc.	Partnership Properties Co.	___/___/#8072
PLC/PPC 28 (EPO)	Petro-Lewis Corporation	Partnership Properties Co.	___/___/#8075

STATE OF Colorado

COUNTY OF Rio Blanco

Douglas Creek, Douglas Creek West and Dragon Trail Fields

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	425/42/209659
L226	Conoco Inc.	Partnership Properties Co.	425/172/209664
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	425/282/209667

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	425/71/209660
L326	Conoco Inc.	Partnership Properties Co.	425/201/209664
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	425/308/209668

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Mississippi

COUNTY OF Clarke

Davis Field

Conoco Non-Reversionary Assigments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-D	Conoco Inc.	Petro-Lewis Corporation	111/1871/___
L228-D	Conoco Inc.	Partnership Properties Co.	111/2461/___
PLC/PPC 28(APO)	Petro-Lewis Corporation	Partnership Properties Co.	111/306/___

Conoco Reversionary Assigments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328	Conoco Inc.	Petro-Lewis Corporation	111/214/___
L328	Conoco Inc.	Partnership Properties Co.	111/273/___
PLC/PPC 28(BPO)	Petro-Lewis Corporation	Partnership Properties Co.	111/330/___

STATE OF Montana

COUNTY OF Carbon

Elk Basin and Frannie Fields

Conoco Non-Reversionary Assigments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-EB, F	Conoco Inc.	Petro-Lewis Corporation	77/616/225373
L228-EB, F	Conoco Inc.	Partnership Properties Co.	77/689/225379
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	78/1/225383

Conoco Reversionary Assigments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-EB, F	Conoco Inc.	Petro-Lewis Corporation	77/650/225376
L328-EB, F	Conoco Inc.	Partnership Properties Co.	77/723/225380
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	78/32/225384

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF New Mexico

COUNTY OF Lea

Baish-Maljamar-Pearsall Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	409/577/289
L226	Conoco Inc.	Partnership Properties Co.	409/655/292
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	409/733/295

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	409/613/290
L326	Conoco Inc.	Partnership Properties Co.	409/691/293
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	409/766/296

STATE OF New Mexico

COUNTY OF Arriba

San Juan Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	97/1/16418
L226	Conoco Inc.	Partnership Properties Co.	97/563/16422
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	98/287/16426

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	97/279/16419
L326	Conoco Inc.	Partnership Properties Co.	98/1/16423
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	98/562/16427

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF New Mexico

COUNTY OF San Juan

San Juan Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	953/2/15402
L226	Conoco Inc.	Partnership Properties Co.	954/1/15405
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	955/1/15408

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	953/3/15403
L326	Conoco Inc.	Partnership Properties Co.	954/2/15406
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	955/2/15409

STATE OF Oklahoma

COUNTY OF Texas

Hugoton Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K262	Conoco Inc.	Petro-Lewis Corporation	624/563/559640
L262	Conoco Inc.	Partnership Properties Co.	630/1/559643
PLC/PPC 62 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	630/280/559646

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K362	Conoco Inc.	Petro-Lewis Corporation	624/700/559641
L362	Conoco Inc.	Partnership Properties Co.	630/138/559644
PLC/PPC 62 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	630/414/559647

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Andrews

Fuhrman-Nix Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	481/49/830085
L226	Conoco Inc.	Partnership Properties Co.	___/___/830088
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	481/194/830092

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	481/81/830086
L326	Conoco Inc.	Partnership Properties Co.	481/151/830098
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	481/223/830093

STATE OF Texas

COUNTY OF Crockett

Todd Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	375/826/85786
L226	Conoco Inc.	Partnership Properties Co.	376/35/85790
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	116/271/85794

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	378/1/85787
L326	Conoco Inc.	Partnership Properties Co.	376/63/85791
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	376/97/85795

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SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Ector

North Cowden Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	867/266/301
L226	Conoco Inc.	Partnership Properties Co.	867/338/304
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	867/409/308

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	867/299/302
L326	Conoco Inc.	Partnership Properties Co.	867/371/305
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	867/439/309

STATE OF Texas

COUNTY OF Fisher

Round Top Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228	Conoco Inc.	Petro-Lewis Corporation	499/860/83500
L228	Conoco Inc.	Partnership Properties Co.	500/43/83503
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	500/271/83507

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328	Conoco Inc.	Petro-Lewis Corporation	500/1/83501
L328	Conoco Inc.	Partnership Properties Co.	500/179/83504
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	500/356/83508

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Gaines

Wasson Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	440/453/91
L226	Conoco Inc.	Partnership Properties Co.	440/525/94
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	440/596/98

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	440/486/92
L326	Conoco Inc.	Partnership Properties Co.	440/557/95
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	440/625/99

STATE OF Texas

COUNTY OF Glasscock

Howard Glasscock Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	198/1/4378
L226	Conoco Inc.	Partnership Properties Co.	199/1/4381
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	200/1/4285

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	198/407/4379
L326	Conoco Inc.	Partnership Properties Co.	199/417/4382
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	200/414/4386

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Gregg

East Texas Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	1416/60/289
L226	Conoco Inc.	Partnership Properties Co.	1416/150/292
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	1416/244/296

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	1416/102/290
L326	Conoco Inc.	Partnership Properties Co.	1416/192/293
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	1416/283/297

STATE OF Texas

COUNTY OF Howard

Howard Glasscock Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	531/556/92
L226	Conoco Inc.	Partnership Properties Co.	531/654/95
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	531/752/99

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	531/602/93
L326	Conoco Inc.	Partnership Properties Co.	531/700/96
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	531/795/100

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SCHEDULE 1

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Kent

Salt Creek Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	163/627/41
L226	Conoco Inc.	Partnership Properties Co.	163/678/44
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	163/728/48

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	163/650/42
L326	Conoco Inc.	Partnership Properties Co.	163/700/145
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	163/747/49

STATE OF Texas

COUNTY OF Maverick

Sacatosa Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
KL-28	Conoco Inc.	Petro-Lewis Corporation	7/95/33334
PLC/PPC (All)	Petro-Lewis Corporation	Partnership Properties Co.	7/124/33336

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
KL-28	Conoco Inc.	Petro-Lewis Corporation	7/95/33334
PLC/PPC (All)	Petro-Lewis Corporation	Partnership Properties Co.	7/124/33336

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Pecos

Toborg Yates Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	518/441/7552
L226	Conoco Inc.	Partnership Properties Co.	518/496/7555
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	518/553/7559

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	518/465/7553
L326	Conoco Inc.	Partnership Properties Co.	518/521/7556
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	518/575/7560

STATE OF Texas

COUNTY OF Rusk

East Texas Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	1297/653/30039
L226	Conoco Inc.	Partnership Properties Co.	1297/739/30042
PLC/PPC 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	1297/824/30045

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	1297/693/30040
L326	Conoco Inc.	Partnership Properties Co.	1297/779/30043
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	1298/1/30046

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Texas

COUNTY OF Yaokum

Wasson Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K226	Conoco Inc.	Petro-Lewis Corporation	408/123/145360
L226	Conoco Inc.	Partnership Properties Co.	408/192/145363
PLC/PP 26 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	408/260/145367

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K326	Conoco Inc.	Petro-Lewis Corporation	408/155/145361
L326	Conoco Inc.	Partnership Properties Co.	408/223/145365
PLC/PPC 26 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	408/288/145368

STATE OF Wyoming

COUNTY OF Fremont

Circle Ridge Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-CR	Conoco Inc.	Petro-Lewis Corporation	195/56/1050625
L228-CR	Conoco Inc.	Partnership Properties Co.	195/645/1050628
PLC/PPC 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	195/750/1050631

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-CR	Conoco Inc.	Petro-Lewis Corporation	195/589/1050626
L328-CR	Conoco Inc.	Partnership Properties Co.	195/673/1050629
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	195/775/1050632

SCHEDULE I

SCHEDULE OF CONOCO RECORDING INFORMATION

STATE OF Wyoming

COUNTY OF Johnson

Sussex Field

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228	Conoco Inc.	Petro-Lewis Corporation	190/605/21504
L228	Conoco Inc.	Partnership Properties Co.	191/65/21508
PLC/PP 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	191/193/21512

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328	Conoco Inc.	Petro-Lewis Corporation	190/1/21505
L328	Conoco Inc.	Partnership Properties Co.	191/100/21509
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	191/225/21513

STATE OF Wyoming

COUNTY OF Park

Elk Basin and Frannie Fields

Conoco Non-Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K228-EB,F	Conoco Inc.	Petro-Lewis Corporation	79/620/205068
L228-EB, F	Conoco Inc.	Partnership Properties Co.	79/720/205071
PLC/PP 28 (APO)	Petro-Lewis Corporation	Partnership Properties Co.	79/843/205074

Conoco Reversionary Assignments

PLC Code No.	Assignor	Assignee	Recording Reference Volume/Page/Entry No.
K328-EB, F	Conoco Inc.	Petro-Lewis Corporation	79/654/205069
L328-EB, F	Conoco Inc.	Partnership Properties Co.	79/754/205072
PLC/PPC 28 (BPO)	Petro-Lewis Corporation	Partnership Properties Co.	79/874/205075

SCHEDULE II

SCHEDULE OF PART I-SUBPART B AND PART II ABBREVIATIONS

Abbreviation	Definition
A/EXCH -DT	Exchange Agreement - Delhi Taylor
AC(s)	Acre(s)
ACQ	Acquired or Acquisition
AGMT	Agreement
AMD'D	Amended
AMDT	Amendment
ASGN	Assignment
ASSG	Assignment
ASSGN	Assignment
BEG	Beginning
BET	Between
BIDDING W/OA	Bidding with Operating Agreement attached
BK	Book
BLK	Block
BNDRY	Boundary
BS	Base
C	Corner
CERT	Certificates
CERT'D	Certified
CERT of SUCC	Certificate of Succession
CO	County
COM	Communitized
COMM	Communitization Agreement
COMM - STATE	State approved communitization agreement
COND Assign	Conditional Assignment
CONT	Contract
COOP	Cooperative
DECL	Declaration
DESC'D/DESC	Described
DESIG	Designation
DEV	Development
DPTHS	Depths
DRLG	Drilling
DT	Delhi Taylor
DTD	Dated
EFF	Effective
EFF'NESS	Effectiveness
ESTAB	Established
F/O	Farmout
FED COMM	Federally approved communitization agreement
F/I	Farm in Agreement
FED O/A	Operating Agreement for Federally Approved Unit
FED UNIT	Federally approved Unit Agreement
FLD	Field
FORM	Formation
GAS PUR AMDMT	Amendment to Gas Purchase Agreement
GDN	Guardian
GEOL STUDY	Geological Study
INCL	Inclusive
INJ	Injection
INST	Instrument
IWA	Injection Water Well(s) and related facilities
LI	Leasehold Interest
LN	Line
LSE	Lease
LSE EQUIPME	Lease Equipment

Abbreviation	Definition
LSE SALE	Lease Sale Agreement
LTD	Limited
LTR AGMT	Letter Agreement
MERGER	Merger Agreement
NRI	Net Revenue Interest
O/A	Operating Agreement
O/PARTIES	Operating Parties
OG & ML	Oil, Gas and Mineral Lease
OPER	Operating
OPER	Operations
OPR	Operator
OPR RT	Operating Rights
ORIG GR	Original Grantee
ORD	Order
ORR	Overriding Royalty
PARTIC AR/PARTICI AREA	Participating Area
POB	Point of Beginning
PSL	Public School Lands
PT	Partial
PUR	Purchase
PURCH	Purchase
PROD	Production
PRODPAY	Production Payment
PROD PYMT	Production Payment
PT	Part of Partial
RDS	Rods
REC	Recorded
REC'D	Recorded
REC COB	Recorded Conveyance of Book
REDUCE orr	Agreement to reduce overriding royalty
REL	Release
REVSD	Revised
REVS	Revision
RLSE	Release
ROW	Right of way
ROY	Royalty
RR CO	Railroad Company
RTS	Rights
RY CO	Railway Company
SE/C, NW/C, NE/C, SW/C	Southeast corner, Northwest corner, Northeast corner, and Southwest corner, respectively
SQ	Square
SUBJ	Subject
SUCC	Succession
SUPP'D/SUP'D	Supplemented
SUPPS	Supplements
SUR	Survey
SUR.	Surface
SURF	Surface
SWD	Salt Water Disposal Well(s)
TR	Tract
UN	Undeveloped
W/I Bndry	Within Boundary
WTRFLD	Waterflood
APO	After payout
BPO	Before payout

STATE County	Field	Part I Subpart A Page Nos.	Part I Subpart B Page Nos.	Part II Page Nos.	Part III Page Nos.
I. FIELDS BY STATE AND COUNTY - PART I and PART II					
A. ALABAMA					
1. Choctaw		1-7			
	Choctaw Ridge, N.				
	Womack Hill (East & West)				
2. Clarke		4-17			
	Womack Hill (East & West)				
B. ARKANSAS					
1. Columbia		19-43			
	Keoun Creek				
	McKamie Patton				
2. Lafayette		18			
		20-43			
	Keoun Creek				
	McKamie Patton				
C. CALIFORNIA					
1. Kern		44-67			
	Kern Front, North				
	Poso Creek				
	Poso Creek - McVan				
	South Belridge - Diatomite & Tulare				
2. Los Angeles		68-139			
	Howard Townsite				
	Redondo Beach (Torrance)				
	Rosecrans				
	South Rosecrans				
3. San Benito		140-142			
	Vallecitos				
4. Santa Barbara		143			
	Carpenteria				
5. Ventura		143-152	153	154	
	Carpenteria				
	San Miguelito				
	Sespe				
D. COLORADO					
1. Rio Blanco			155-163	164-172	
	Douglas Creek				
	Douglas Creek, West				
	Dragon Trail				

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STATE County	Field	Part I Subpart A Page Nos.	Part I Subpart B Page Nos.	Part II Page Nos.	Part III Page Nos.
E. FLORIDA					
1. Santa Rosa		173-232			
	Blackjack Creek				
	Jay Little Escambia Creek				
F. KANSAS					
1. Finney		233-261			
	Hugoton				
2. Hamilton		262-279			
	Bradshaw				
3. Haskell		280-314			
	Hugoton				
4. Kearney		315-382			
	Panoma				
5. Seward		383			
	Hugoton				
6. Wichita		319			
	Panoma				
G. LOUISIANA					
1. Avoyelles		384-385			
	North Bayou Jack				
2. Cameron		386-388			
		473-475			
		1781-1786			
	Pecan Lake				
	High Island Block 317				
	High Island Block 312/313				
	High Island Block 330 Complex				
	Vermilion 161				
	Vermilion 320				
3. Iberia		389-396			
	Bayou Postillion				
	S. Marsh Island Blk. 146				
4. Jefferson		397-404			
	Manila Village				
5. Jefferson Davis		405-431			
	Jennings Townsite				

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STATE County	Field	Part I Subpart A Page Nos.	Part I Subpart B Page Nos.	Part II Page Nos.	Part III Page Nos.
LOUISIANA (continued)					
6. LaFourche		432-433			
	S. Timbalier Block 148				
	S. Timbalier Block 190/203				
7. Plaquemines		404			
		434-437			
	Manila Village				
	Mississippi Canyon Block 194				
8. St. Bernard		438-443			
	Chandeleur SD, Block 73				
	Stuards Bluff				
9. St. Landry		444-455			
	Moncrief				
10. Terrebonne		432-433			
		456-472			
	S. Timbalier Block 148				
	S. Timbalier Block 190/203				
	Sunrise				
11. Vermilion		389			
		473-475			
	S. Marsh Island Blk. 146				
	Vermilion Block 161				
	Vermilion Block 320				
H. MISSISSIPPI					
1. Clarke				476-479	480-483
	Davis				
2. Jefferson Davis		484-570			
	Bassfield				
	Greens Creek				
	Oakvale				
3. Jones		571-577			
	Reedy Creek				
4. Marion		578-623			
	Greens Creek				
	Morgantown, East				
I. MONTANA					
1. Carbon				624-631	632-639
	Elk Basin				
	Frannie				

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STATE County	Field	Part I Subpart A Page Nos.	Part I Subpart B Page Nos.	Part II Page Nos.	Part III Page Nos.
MONTANA (continued)					
2. Musselshell		640-642			
	SW Ragged Point				
	Winnett Junction				
3. Roosevelt		643			
	Tule Creek				
4. Sheridan		644-650			
	Outlook				
J. NEW MEXICO					
1. Eddy		651-655			
	Herradura Bend (formerly W. Indian Draw & N. Loving)				
2. Lea		656-676	677-688	689-700	
	Baish-Maljamar-Pearsal				
	Blinebry				
	Eunice Monument				
	Lea Wolfcamp, S.E.				
	Osudo Morrow, W.				
3. Rio Arriba		701-747	748-989	990-1230	
	Blanco East				
	Rincon				
	(Basin Dakota)				
	(Blanco Mesaverde)				
	(S. Blanco Pictured Cliffs)				
	(Tapacito Pictured Cliffs)				
	San Juan Basin (Conoco)				
	Tapacito				
4. San Juan		702-743	748-989	990-1230	
	Rincon				
	(Basin Dakota)				
	(Blanco Mesaverde)				
	(S. Blanco Pictured Cliffs)				
	(Tapacito Pictured Cliffs)				
	San Juan Basin (Conoco)				
K. NORTH DAKOTA					
1. Billings		1231			
	Elk Horn Ranch				
2. Bowman		1232-1268			
	Little Missouri				
3. Divide		1269			
	Stoneview				

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4. McKenzie		1270-1286			
	Camel Butte				
	Dimmick Lake				
	Union Center				
5. Renville		1287-1300			
	Glenburn				
L. OKLAHOMA					
1. Canadian		1301-1350			
	Yukon				
2. Comanche		1351-1357			
	West Marlow				
3. Dewey		1358			
	SW Canton Doric				
4. Garvin		1359-1377			
	Nahola, Northeast				
5. Grady		1351			
		1378-1382			
	Norge				
	West Marlow				
6. Marshall		1383-1402			
	Powell, South				
7. Noble		1403-1418			
	Perry, N.W.				
8. Stephens		1419-1444			
	Santa Fe Waterflood				
	West Marlow				
	West Velma				
9. Texas				1445-1549	1550-1654
	Guymon-Hugoton				
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1. Andrews				1655-1659	1660-1664
	Fuhrman-Nix				
2. Aransas		1665			
	Mustang Island (Block A-85)				

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STATE County	Field	Part I Subpart A Page Nos.	Part I Subpart B Page Nos.	Part II Page Nos.	Part III Page Nos.
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3. Brazoria		1666-1669			
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	State Tract #366-L				
4. Brooks		1670-1675			
	LaGloria				
5. Burleson		1676-1780			
	Clay, N.E.				
	Giddings				
6. Calhoun		1665			
	Mustang Island (Block A-85)				
7. Chambers		1781-1790			
	High Island Block 312				
	High Island Block 313				
	High Island Block 317				
	High Island Block 330 Complex				
	High Island Block 561				
	High Island Block 567				
	High Island Onshore				
8. Crockett		1791-1808	1809-1814	1815-1820	
	Todd				
	World				
9. Dawson		1821			
	Welch, West				
10. Denton		1822-1823			
	Boonesville				
11. Dimmitt		2206-2210			
	Catarina, SW/Dos Hermanos, W.				
	Gates Caterina				
12. Ector			1824-1830	1831-1837	
	Cowden, North				
13. Fayette		1838-1846			
		2065			
	Giddings				
	Muldoon-Austin Chalk				
14. Fisher			1847-1852	1853-1858	
	Round Top				
15. Gaines		1821		1859-1864	
	Wasson				
	Welch West				

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STATE County	Field	Part I Subpart A Page Nos.	Part I Subpart B Page Nos.	Part II Page Nos.	Part III Page Nos.
TEXAS (continued)					
16. Galveston		1781-1790			
		1865-1875			
	Franks				
	High Island Block 312				
	High Island Block 313				
	High Island Block 317				
	High Island Block 330 Complex				
	High Island Block 561				
	High Island Block 567				
	High Island Onshore				
	State Tract #104-L				
17. Glasscock			1876-1888	1889-1901	
	Howard Glasscock				
18. Gregg		1902-1905	1906-1921	1922-1937	
	East Texas				
	Sabine S.E.				
19. Hardeman		1938			
	Medicine Mounds				
20. Harris		1939-1942			
	Josey Ranch				
	Meadowbrook				
21. Houston		1943-1975			
	Lost Creek				
22. Howard		1976-1978	1876-1887	1889-1990	
		1981-1985	1979	1980	
	Howard Glasscock				
	Latan-East Howard				
23. Jack		1986			
	Boonesville				
24. Jasper		1987-1989			
	Sally Withers, W.				
25. Jefferson		1781-1789			
	High Island Block 317				
	High Island Block 312/313				
	High Island Block 330 Complex				
	High Island Block 561				
	High Island Block 567				
26. Jim Wells		1670-1675			
	LaGloria				

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28. Kent	Salt Creek		1992-1993	1994-1995	
29. Kleberg	Mustang Island (Block A-85)	1665			
30. Lavaca	Hope	1996-2005			
31. Lee	Giddings	2006-2080			
32. Liberty	Cottonwood	2081-2083			
33. Matagorda	Mustang Island (Block A-85) Sargent, South State Tract #366-L	1665 1667-1668 2084-2085			
34. Maverick	Sacatosa		2086	2087	
35. McMullen	Devil's Water Hole	2088-2089			
36. Nueces	Mustang Island (Block A-85)	1665			
37. Panola	Joaquin	2090			
38. Pecos	Gomez Yates	2091-2093	2094-2095	2096-2097	
39. Polk	Damascus	2098-2135			
40. Reagan	Price	2136-2138			
41. Rusk	East Texas Oak Hill	2139-2143	1906-1921	1922-1937	

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STATE County	Field	Part I Subpart A Page Nos.	Part I Subpart B Page Nos.	Part II Page Nos.	Part III Page Nos.
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43. Shelby	Joaquin	2090 2144-2148			
44. Sterling	Conger	2149-2164			
45. Upshur	Gilmer	2165-2186			
46. Victoria	Coletto Creek	2187-2195			
47. Webb	Catarina SW/Dos Hermanos, W. Dos Hermanos, E. Gold River	2196-2219			
48. Wise	Boonesville	1823 2220-2249			
49. Yoakum	Nannie May Wasson	2250		1859-1864	
50. Zapata	J. C. Martin	2251-2257			
N. WYOMING					
1. Campbell	Wagonspoke	2258-2259			
2. Fremont	Circle Ridge			2260-2262	2263-2265
3. Johnson	Sussex			2266-2276	2277-2287
4. Park	Elk Basin Frannie			624-631	632-639

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B. LOUISIANA					
1. Cameron	North Creole				2353-2364
C. NEW MEXICO					
1. Lea	Bootleg Ridge N.				2365
2. Rio Arriba	San Juan				2366-2367
D. TEXAS					
1. Willacy	Block 1064-L				2368-2369
E. WYOMING					
1. Hot Springs	Warm Springs, E.				2370

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	Mississippi Canyon Block 194				
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2. MMS-Pacific OCS Region.....		143			
	Carpenteria				

II

EXHIBIT A - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-800-01, WY-EC-01-800-02
PROPERTY NAME: State 41-36, State 33-36
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-001	State of Wyoming Serial Number 66-15523	Nat Novick	10/2/66	48/143	68.40%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 36: All;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;

2. A proportionate share of overriding royalties totaling 12.0% before payout and 5.75% after farmout payout;

3. Operating Agreement dated July 1, 1972, among Westrans Petroleum, Inc., et al;

4. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;

5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;

6. Gas Purchase Agreement dated August 1, 1972 between Westrans Petroleum, Inc., et al, as sellers, and FMC Corporation, as buyer.

All recording references are to the Records of Sublette County, Wyoming.

	Before Payout*	After Farmout Payout
Operating Interest.	66.36%	33.18%
Net Revenue Interest.	50.10%	27.12%

* The "Before Payout" interests specified in this column apply only to the #41-36 State well located in the NE/4 NE/4 of Section 36, T. 27 N., R. 112 W., 6th P.M.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT A - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-801-01
PROPERTY NAME: Federal 22-25
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-002	The United States of America Serial Number W-2108	Jas O. Breene, Jr.	11/1/1966	47/373	39.08%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 24: NW/4 NW/4, W/2 SW/4;
Section 25: W/2;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;

2. A proportionate share of overriding royalties totaling 11.25% before payout and 5.0% after farmout payout;

3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;

4. Gas Purchase Agreement dated August 1, 1972 between Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;

5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;

6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

	Before Payout*	After Farmout Payout
Operating Interest.	37.92%	18.96%
Net Revenue Interest.	28.91%	15.64%

2289

997

II

EXHIBIT "A" - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-802-01
PROPERTY NAME: Federal 33-25
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-003	United States of America Serial Number W-3776	Josephine E. Frye	2/1/67	41/445	19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 13: W/2 W/2;
Section 24: E/2

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 5.0%;
3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;
4. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;
5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;
6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

Operating Interest. 18.96%
Net Revenue Interest. 15.64%

2290

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PROPERTY NUMBER: WY-EC-01-803-01
PROPERTY NAME: Federal 22-31
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-004	The United States of America Serial Number W-2690	Mrs. Margaret E. Allen	10/21/66	47/477	19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 111 W., 6th P.M.
Section 31: Lots 1, 2, 3, 4, 5, 6, 7,
NE/4, E/2 NW/4, NE/4 SW/4 N/2 SE/4;
Section 32: Lot 1;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;

2. A proportionate share of overriding royalties totaling 5.0%;

3. Gas Purchase Agreement dated August 1, 1972 among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;

4. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;

5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;

6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

Operating Interest. 18.96%
Net Revenue Interest. 15.64%

2291

998

EXHIBIT "A" - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-804-01
PROPERTY NAME: Federal 33-24
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-005	The United States of America Serial Number W-15340	Ruth Fox Sears	10/1/68	47/505	19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 24: E/2

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;

2. A proportionate share of overriding royalties totaling 5.0%;

3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., as Operator, and Dalco Oil Company, et al, as Non-Operators;

4. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;

5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;

6. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators.

All recording references are to the Records of Sublette County, Wyoming.

Operating Interest. 18.96%
Net Revenue Interest. 15.64%

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EXHIBIT "A" - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-805-01
PROPERTY NAME: Federal 16-26
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

I.

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-006	The United States of America Serial Number Evanston-025548	K. Dean Butler	1/1/48		39.08%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 26: NE/4;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 2.88%;
3. Unit Operating Agreement dated April 15, 1969, among Belco Petroleum Corporation, as Operator, et al;
4. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;
5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;
6. Unit Agreement dated as of April 15, 1969 among Belco Petroleum Corporation, as Operator, et al;
7. Operating Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al;
8. Unit Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al.

II.

Lease Number	Lessor	Lessee	Lease Date	Book/Page/Entry	Interest/Type
WY-EC-01-006	The United States of America Serial Number Evanston-025548	K. Dean Butler	1/1/48		19.54%/LI

Insofar and only insofar as said lease covers and pertains to:

T. 27 N., R. 112 W., 6th P.M.
Section 26: NE/4;

Subject to the following:

CONTRACT NUMBER:

1. A proportionate share of a lessor's royalty of 12.5%;
2. A proportionate share of overriding royalties totaling 2.88%;
3. Unit Operating Agreement dated April 15, 1969, among Belco Petroleum Corporation, as Operator, et al;

2293

1000

1000

EXHIBIT "A" - PART I - SUBPART A

PROPERTY NUMBER: WY-EC-01-805-01 (Continued)

4. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and Robert Linton, et al, as Non-Operators;

5. Operating Agreement dated as of November 1, 1974 between Westrans Petroleum, Inc. as Operator, and C. C. Basset, et al, as Non-Operators;

6. Farmout Agreement dated July 28, 1971 from Belco Petroleum Corporation, as Farmor, and Mountain Minerals Co., Farmee;

7. Unit Agreement dated as of April 15, 1969 among Belco Petroleum Corporation, as Operator, et al;

8. Operating Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al;

9. Unit Agreement dated as of March 1, 1976 among Belco Petroleum Corporation, as Operator, et al;

10. Gas Purchase Contract dated August 13, 1980 between Petro-Lewis Funds, Inc., as Seller, and Northwest Pipeline Corporation, as Buyer.

All recording references are to the Records of Sublette County, Wyoming.

	Before Payout*	After Farmout Payout
Operating Interest	37.92%	18.96%
Net Revenue Interest	27.11%	15.73%

EXHIBIT B

(Attached to and made part of Conveyance of Overriding Royalty Interests, dated as of December 31, 1984, from AMERICAN ROYALTY PRODUCING COMPANY, et al., to AMERICAN ROYALTY PARTNERSHIP)

REQUIRED CAPITAL EXPENDITURES

Year	Annual Total	Amount for Each Accounting Month
1985	$33,668,914	$2,805,740
1986	$16,635,428	$1,386,285
1987	$20,294,115	$1,691,175
1988	$ 2,035,145	$ 169,595
1989	$ 2,166,345	$ 176,360
1990	$ 4,253,053	$ 354,440
1991	$ 4,567,921	$ 380,660
1992	$ 2,107,558	$ 175,630