MORTGAGE DEED—FORM NO. 4½ [redacted] [redacted] THE HILLS COMPANY [redacted] OR

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PREENTS: That LOIS E. COBB

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

Thirteen Thousand Four Hundred five Dollars, due 5-1-88, semi-monthly ~~annually~~

with interest from 5-28-85 at the rate of 12 per cent per annum, payable

evidenced by one promissory note, of even date herewith, payable $176.50 on the 1st and 16th of each month, beginning June 16, 1985 with the final payment being May 1, 1988 at which time the principle and interest is paid in full do hereby mortgage to

WYOMING TELEPHONE COMPANY EMPLOYEES PROFIT SHARING PLAN

mortgagee, whose address is 110 S. Franklin, P. O. Box 160, Pinedale, Sublette County, Wyoming

the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit: a tract of land described as follows:

Lots 16, 17 and 18 in the Cooley Third Addition to the Town of Pinedale, part of Block 3, Nelson Addition, as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming; Together with all improvements and appurtenances thereunto appertaining;

SUBJECT TO reservations and restrictions contained in United States Patents or of record, and easements and rights of way of record; prior mineral reservations of record or in use.

207508

RECORDED July 11 1985 4:45 PM
IN BOOK 44 PAGE 1
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

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

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

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

Dated this 28th day of May A. D. 19 85.

In the presence of

Lois E. Cobb

Lois E. Cobb

Released BK. 135 Pg. 519

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Lois E. Scott,

this 28th day of May, 1985.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: October 15, 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, $.....

[redacted] [redacted] [redacted]

- Sublette County, Wyo[redacted]
Real Estate Records

207503

RECORDED July 11 1985 3:00 PM
IN BOOK 44 Mtg PAGE 3
FEES $5.25 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

ASSIGNMENT OF PROMISSORY NOTE AND COLLATERAL SECURITY DOCUMENTS

between

THE FEDERAL DEPOSIT INSURANCE CORPORATION

and

ITR PETROLEUM, INC.

"THE OIL AND GAS INTERESTS INCLUDED IN THE PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS ASSIGNMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

"THE BORROWER HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH IS DESCRIBED IN EXHIBIT A HERETO."

WHEN RECORDED AND/OR FILED
RETURN TO:

Cecelia Noel
ITR Petroleum, Inc.
1300 Main Street
Suite 512
Houston, Texas 77002

ASSIGNMENT OF PROMISSORY NOTE AND COLLATERAL SECURITY DOCUMENTS

THIS ASSIGNMENT OF PROMISSORY NOTE AND COLLATERAL SECURITY DOCUMENTS, dated as of June 28, 1985 (herein called this "Assignment"), is between THE FEDERAL DEPOSIT INSURANCE CORPORATION, a corporate agency of the federal government (herein called the "Assignor"), and ITR PETROLEUM, INC., a Nevada corporation (herein called the "Assignee").

W I T N E S S E T H:

WHEREAS, ENERGETICS, INC., a Delaware corporation (herein called the "Borrower"), Energetics Operating Company, a Colorado corporation (herein called "EOC"), Energy Associates, Inc., a Wyoming corporation (herein called "EA"), and Continental Illinois National Bank and Trust Company of Chicago (herein called "CINB") have heretofore entered into that certain Secured Revolving Credit Agreement, dated as of August 1, 1983 (herein called the "Credit Agreement"), pursuant to which, upon the terms and subject to the conditions therein stated, CINB agreed to make loans to each of the Borrower, EOC and EA;

WHEREAS, the indebtedness of the Borrower to CINB arising under or in connection with the Credit Agreement is evidenced by that certain promissory note of the Borrower, dated August 1, 1983 (herein called the "Note"), payable to the order of CINB in the maximum principal amount of $20,000,000;

WHEREAS, the Borrower has guaranteed to CINB the payment of all indebtedness of EOC to CINB arising under or in connection with the Credit Agreement pursuant to that certain Guaranty, dated August 1, 1983 (herein called the "EOC Guaranty"), from the Borrower in favor of CINB;

WHEREAS, the Borrower has guaranteed to CINB the payment of all indebtedness of EA to CINB arising under or in connection with the Credit Agreement pursuant to that certain Guaranty, dated August 1, 1983 (herein called the "EA Guaranty"), from the Borrower in favor of CINB;

WHEREAS, payment of the Note, the EOC Guaranty, the EA Guaranty and all other indebtedness of the Borrower to CINB arising under or in connection with the Credit Agreement is secured by that certain Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983 and amended and supplemented as of February 3, 1984, May 1, 1984 and July 30, 1984, from the Borrower to CINB and trustees for CINB (herein, as amended and supplemented, called the "Original Mortgage"), as the Original Mortgage has been modified by those certain Partial Releases, dated December 12, 1983, April 30, 1984, July 29, 1984 and August 14, 1984 from CINB and trustees for CINB (the Original Mortgage, as so modified by said partial releases, being herein called the "Mortgage");

WHEREAS, the Original Mortgage has been recorded and filed, among other places, as shown on Schedule I hereto;

WHEREAS, pursuant to the Mortgage the Borrower mortgaged to CINB and trustees for CINB certain interests in certain oil and gas properties more particularly described

[redacted] [redacted] [redacted]

in Exhibit A to the Mortgage (such interests in such oil and gas properties not heretofore released being herein called the "Collateral", and a copy of Exhibit A to the Mortgage (excluding the portions of Exhibit A containing descriptions of properties heretofore released by CINB) being attached to this Assignment as Exhibit A);

WHEREAS, the indebtedness of the Borrower, EOC and EA to CINB and the documents relating thereto, including without limitation the Credit Agreement, the Note, the EOC Guaranty, the EA Guaranty and the Mortgage, and the rights of CINB arising thereunder were assigned by CINB to the Assignor pursuant to certain assignments dated September 26, 1984 (herein collectively called the "FDIC Assignments");

WHEREAS, such assignment from CINB to the Assignor relating to the Mortgage (herein called the "Mortgage Assignment") has been recorded and filed, among other places, as shown on Schedule II hereto;

WHEREAS, pursuant to the terms of certain agreements between CINB and the Assignor, CINB has agreed and is empowered to administer and perform services related to, among other things, the indebtedness of the Borrower, EOC and EA and the documents relating thereto, including without limitation the Credit Agreement, the Note, the EOC Guaranty, the EA Guaranty and the Mortgage, on behalf of the Assignor;

WHEREAS, on October 26, 1984, an involuntary petition was filed seeking entry of an order for relief against the Borrower under Chapter 11, Title 11, United States Code, in the United States Bankruptcy Court, District of Colorado, at Denver, Colorado (the "Bankruptcy Court"), as Case No. 84B5326M (herein called the "Bankruptcy Case");

WHEREAS, on December 19, 1984, the Bankruptcy Court entered an order for relief with respect to the Borrower;

WHEREAS, CINB, as Administrator for the Assignor, and the Assignee have heretofore entered into that certain Agreement to Purchase Promissory Notes, dated as of February 15, 1985 (herein called the "Purchase Agreement"), providing for the sale by the Assignor to the Assignee of the Note and all documents and rights relating thereto, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, the Bankruptcy Court entered an order confirming a plan of reorganization for the Borrower and EOC, which plan, among other things, incorporates the assignment contained herein;

WHEREAS, the Assignor now desires to transfer, set over, deliver, assign, grant, bargain, sell and convey to the Assignee, and the Assignee desires to purchase from the Assignor, the Note and all of the Assignor's right, title and interest in, to and under the Credit Agreement, the Mortgage, and all other instruments or documents executed and delivered by the Borrower pursuant to the Credit Agreement or the Mortgage; and

WHEREAS, concurrently herewith the Assignee is purchasing from the Assignor the indebtedness of EOC and EA to CINB that was assigned to the Assignor and the documents relating thereto and the rights arising thereunder, including without limitation the EOC Guaranty and the EA Guaranty,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor has transferred, set over, delivered, assigned, granted, bargained, sold and conveyed, and by these presents does transfer, set over, deliver, assign, grant, bargain, sell and convey to the Assignee, all of its rights, titles, interests, liens, privileges, claims, demands and equities existing and to exist in, to, against, under and in respect of the Credit Agreement, the Note, the Mortgage, the Collateral, and any and all instruments or documents executed and delivered by the Borrower in connection with any of the foregoing, together with all other rights of the Assignor to payment of the indebtedness of the Borrower evidenced by the Note and secured by the Mortgage, and all other rights of the Assignor relating to any of the foregoing, including without limitation all claims in litigation (all of the foregoing which is transferred, set over, delivered, assigned, granted, bargained, sold and conveyed being herein collectively called the "Property");

TO HAVE AND TO HOLD the Property and all rights, titles, interests, liens, privileges, claims, demands and equities existing and to exist in connection therewith or as security therefor unto the Assignee, its successors and assigns forever.

SECTION 1. This Assignment is expressly made without any recourse, representation or warranty of any kind, either express or implied, by the Assignor.

SECTION 2. By accepting this Assignment, the Assignee acknowledges and agrees (i) that it has made its own independent examination of the Borrower and its financial affairs and of the Credit Agreement, the Note and the Mortgage; (ii) that the Assignor makes no representation or warranty (A) as to the genuineness, legality, validity, perfection, priority or enforceability of the Credit Agreement, the Note, the Mortgage, the FDIC Assignments and the Mortgage Assignment; or of any security interests or liens, guaranties, or other collateral rights and remedies securing or guaranteeing payment of the Note or of the Borrower's obligations under the Credit Agreement or any other agreement made or instrument, document or writing issued thereunder, in connection therewith or as a result thereof; or (B) as to the Borrower, as to any financial statements or collateral reports submitted by or for the Borrower, as to the sufficiency, condition of or title to any collateral security for the Note or the Borrower's obligations under the Credit Agreement, or as to any risk of loss with respect to this transaction; and (iii) that it has received from the Assignor the executed original Note, endorsed, without recourse, to the order of the Assignee, the executed original Credit Agreement, executed originals or photostatic copies of the FDIC Assignments, and executed originals or certified copies of the Original Mortgage and the Mortgage Assignment, and all recording and filing information relating to the Original Mortgage and the Mortgage Assignment.

SECTION 3. It is the intent of the Assignor and the Assignee that by the transfer and assignment herein referenced, the priority of the liens and security interests in favor of the Assignor by reason of the Mortgage shall be deemed preserved and maintained, and any subsequent advances by the Assignee under said documents (or any extensions, renewals, modifications, amendments or replacements thereof) shall be entitled to the lien priority and dignity of the Mortgage and shall relate back to the lien priority accorded

the original indebtedness the payment of which is secured by the Mortgage. Nothing contained in this Assignment shall be considered as a novation or payment of any indebtedness or a release, cancellation, termination or impairment of the priority of any lien or security interest created by the Mortgage.

SECTION 4. Reference is here made to all instruments and documents and the records thereof which are referred to or mentioned herein for all purposes in connection herewith.

SECTION 5. This Assignment 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, (i) in any particular counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted, and (ii) in any particular counterpart portions of Schedule I and Schedule II hereto which relate to filings and recordings in a jurisdiction in which such counterpart is to be recorded or filed may have been omitted.

SECTION 6. This Assignment shall likewise be a Uniform Commercial Code Statement of Assignment with respect to each filing of the Original Mortgage as a non-standard form Uniform Commercial Code financing statement or financing statement amendment as shown on Schedule I hereto, and with respect to each filing of the Mortgage Assignment as a non-standard Uniform Commercial Code Statement of Assignment as shown on Schedule II hereto. With respect to each such filing, the name and mailing address of the Borrower (the Debtor) are Energetics, Inc., 116 Inverness Drive East, Englewood, Colorado 80112; the secured parties are the Assignor and S. Curran and R. Steck, as trustees; and the assignee of the secured parties is the Assignee.

SECTION 7. This Assignment shall be a contract made under and governed by the internal laws of the State of Illinois. Whenever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

SECTION 8. The Assignor agrees that it will, at the request of the Assignee and at the Assignee's cost and expense, execute and deliver such specific assignments of the Mortgage as the Assignee shall reasonably request to effectuate the transfer and assignment herein described.

SECTION 9. S. Curran and R. Steck, as trustees for the Assignor under the Mortgage and as secured parties thereunder, hereby join in the execution of this Assignment to evidence their consent to this Assignment and to assign their position as secured parties to the Assignee on the same terms and conditions as the assignment by the Assignor to the Assignee under this Assignment.

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed this Assignment as of the day first above written.

ASSIGNOR [SECURED PARTY]:

FEDERAL DEPOSIT INSURANCE CORPORATION

By CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Administrator

By _____
M.K. Sullivan, Vice President

Attest:

_____
D.L. Goldberg, Clerk

[Corporate Seal]

Name and Mailing Address of the Assignor:

Federal Deposit Insurance Corporation
550 - 17th Street, N.W.
Washington, D.C. 20429
Attention: Director, Division of Bank Supervision

[SECURED PARTY]:

_____
S. Curran, Trustee

[SECURED PARTY]:

_____ *
R. Steck, Trustee

*By W.T. White III _____
Pursuant to Power of Attorney, dated October 1, 1984, a certified copy of which is attached hereto as Attachment 1

Names and Mailing Mailing Address of the Trustees:

S. Curran, Trustee
R. Steck, Trustee
231 South LaSalle Street
Chicago, Illinois 60697

ASSIGNEE [NEW SECURED PARTY]:

ITR PETROLEUM, INC.

By _____
Sidney P. Jones, Jr., President

Attest:

_____
David G. Matthes, Secretary

[Corporate Seal]

Name and Mailing Address
of the Assignee:

ITR Petroleum, Inc.
1300 Main Street, Suite 512
Houston, Texas 77002

This instrument was prepared by:

Catharine A. Haake, Esq.
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604

CONSENT OF THE BORROWER

By its signature hereon, the Borrower hereby consents to the above-described transfer and assignment.

IN WITNESS WHEREOF, the undersigned has caused to be executed this consent as of the day first above written.

[DEBTOR]:

ENERGETICS, INC.

By _____
Jordan R. Smith, President

Attest:

_____
Bruce R. DeBoer, Secretary

[Corporate Seal]

Name and Mailing Address of
Energetics, Inc. (the Debtor):

Energetics, Inc.
116 Inverness Drive East
Englewood, Colorado 80112

ACKNOWLEDGMENT
[California individual form]
[S. Curran, Trustee]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 28th day of May in the year 1985, before me, [illegible], a Notary Public of said State, duly commissioned and sworn, personally appeared S. Curran, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she 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.

[illegible], Notary Public
in and for said State

My commission expires:

[illegible]

ACKNOWLEDGMENT
[California individual form]
[R. Steck, Trustee]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 28th day of May in the year 1985, before me, [illegible], a Notary Public of said State, duly commissioned and sworn, personally appeared W.T. White III as attorney-in-fact for R. Steck, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he 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.

[illegible], Notary Public
in and for said State

My commission expires:

[illegible]

ACKNOWLEDGMENT
[California form]
[Continental Illinois National Bank and Trust
Company of Chicago, as Administrator]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 28th day of May in the year 1985, before me, [redacted], a Notary Public of said State, duly commissioned and sworn, personally appeared M.K. Sullivan and D.L. Goldberg, known to me to be the persons who executed the within instrument on behalf of the association therein named, and acknowledged to me that such association 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.

[redacted], Notary Public
in and for said State

My commission expires:

[redacted]

ACKNOWLEDGMENT
[California form]
[ITR Petroleum, Inc.]

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On this 6th day of June in the year 1985, before me, Sharon Quigley, a Notary Public of said State, duly commissioned and sworn, personally appeared Sidney F. Jones, Jr. and David G. Matthes known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the 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.

Sharon Quigley, Notary Public in and for said State

My commission expires:

October 5, 1985

ACKNOWLEDGMENT
[California form]
[Energetics, Inc.]

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On this 6th day of June in the year 1985, before me, Sharon Quigley, a Notary Public of said State, duly commissioned and sworn, personally appeared Jordan R. Smith and Bruce R. DeBoer, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the 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.

Sharon Quigley, Notary Public in and for said State

My commission expires:

October 5, 1985

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BE IT REMEMBERED that I, [redacted] HALPER, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 28th day of May, 1985, there appeared before me severally each of the following persons, each being either a Trustee or the designated officer of the association set opposite his name, and each such Trustee and association being a party to the foregoing instrument:

S. Curran, Trustee, and W.T. White III as Attorney-in-Fact for R. Steck, Trustee, whose addresses are 231 South LaSalle Street, Chicago, Illinois 60697; and

M.K. Sullivan, Vice President, and D.L. Goldberg, Clerk, of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, whose address is 231 South LaSalle Street, Chicago, Illinois 60697, as Administrator for the Federal Deposit Insurance Corporation, whose address is 550 - 17th Street, N.W., Washington, D.C. 20429, Attention: Director, Division of Bank Supervision.

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 — This instrument was acknowledged to 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 (or of himself, as a Trustee, as the case may be).

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 or Trustees and with full authority, executed the same voluntarily for and as the act of said association or said Trustees, 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 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 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, who acknowledged himself to be the designated officer of the association set opposite his name, or a Trustee, as the case may be, and 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.

[redacted], Notary Public
Residing at 231 South LaSalle Street
Chicago, Illinois 60604

My commission expires:
[redacted]

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BE IT REMEMBERED that I, Sharon Quigley, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 6th day of June, 1985, 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:

Sidney F. Jones, Jr., President, and David G. Matthes, Secretary, of ITR Petroleum, Inc., a Nevada corporation, whose address is 1300 Main Street, Suite 512, Houston, Texas 77002.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation.

ILLINOIS — The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the corporation set opposite their names on behalf of said corporation.

KANSAS — This instrument was acknowledged to me on this day by each such person as the designated officer of the corporation set opposite his name, on behalf of said corporation.

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 and 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 described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

NEBRASKA and NEW MEXICO — The foregoing instrument was acknowledged before me this day by each such person as the designated officers of the corporation set opposite their names on behalf of said corporation.

OKLAHOMA — Before me on this day personally appeared the aforementioned persons, to me known to be the

identical persons who subscribed the names of the respective makers thereof to the foregoing instrument in the capacities set forth opposite the names of such persons above, and each such person acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the corporation set opposite his name for the uses and purposes therein set forth.

SOUTH DAKOTA — On this day before me personally appeared each such person, who acknowledged himself to be the designated officer of the corporation set opposite his name, and that he, as such designated officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such designated officer.

TEXAS — This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation set opposite his name, on behalf of said corporation set opposite his name.

WYOMING — The foregoing instrument was acknowledged before me by the above individuals on this day.

WITNESS my hand and official seal.

Sharon Quigley, Notary Public
Residing at 600 Seventeenth Street
Suite 2800S
Denver, Colorado 80202

My commission expires:

October 5, 1985

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BE IT REMEMBERED that I, Sharon Quigley, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 6th day of June, 1985, 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:

Jordan R. Smith, President, and Bruce R. DeBoer, Secretary, of Energetics, Inc., a Delaware corporation, whose address is 116 Inverness Drive East, Englewood, Colorado 80112.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation.

ILLINOIS — The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the corporation set opposite their names on behalf of said corporation.

KANSAS — This instrument was acknowledged to me on this day by each such person as the designated officer of the corporation set opposite his name on behalf of said corporation.

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 described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

NEBRASKA and NEW MEXICO — The foregoing instrument was acknowledged before me this day by each such person as the designated officers of the corporation set opposite their names on behalf of said corporation.

OKLAHOMA — Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names of

the respective makers thereof to the foregoing instrument in the capacities set forth opposite the names of such persons above, and each such person acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the corporation set opposite his name for the uses and purposes therein set forth.

SOUTH DAKOTA — On this day before me personally appeared each such person, who acknowledged himself to be the designated officer of the corporation set opposite his name, and that he as such designated officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such designated officer.

TEXAS — This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation set opposite his name, on behalf of said corporation set opposite his name.

WYOMING — The foregoing instrument was acknowledged before me by the above individuals on this day.

WITNESS my hand and official seal.

Sharon Quigley, Notary Public
Residing at 600 Seventeenth Street
Suite 2800S
Denver, Colorado 80202

My commission expires:

October 5, 1985

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
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)

SCHEDULE II

The Assignment of Mortgage, dated as of September 26, 1984, from Continental Illinois National Bank and Trust Company of Chicago to the Federal Deposit Insurance Corporation relating to the Energetics, Inc. Mortgage, was filed and recorded as follows:

JURISDICTION	DATE/TIME	RECORDING/ FILING DATA
Sublette County, Wyoming		
UCC Records	12-21-84 8:00 a.m.	No. U-19060 Reception No. 204638 (Assigns original file No. U19060)
Real Estate Records	12-21-84 8:00 a.m.	Book 42 Mtg., Page 810, Reception No. 204637

EXHIBIT A

[List of property descriptions]

Exhibit A to this Assignment of Promissory Note and Collateral Security Documents consists of 195 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 195 - 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 Section 5 of the Assignment of Promissory Note and Collateral Security Documents, to facilitate recordation or filing, in any particular counterpart portions of this Exhibit A 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.

Mortgage
Energetics, Inc.
Sublette County,
Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Book	Lease 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

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SBI to 4251 4-7-7113

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

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Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Lease Recorded Page	Lessor	Lessee	Description
Federal 10-19	BPO 78.750000% BPO 63.393750% APO 78.750000% 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% BPO 63.829632% APO 78.750000% 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% BPO 15.848438% APO 19.687500% 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-R111W 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% BPO 63.393750% APO 78.750000% 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% BPO 63.829632% APO 78.750000% 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 acres Sublette County, WY
Federal 40-30	BPO 78.750000% BPO 63.393750% APO 78.750000% APO 63.393750%		5/1/77	54	470	USA-W-58724	John B. Cuccia	T27N-R111W Sec. 30: 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.

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%	12/1/78	64	675	USA-W-65390	Energetics, Inc.	T27N-R111W Sec. 11: NE/4 Sublette County, WY
		BPO 1.050000% (ORR)						

Exhibit A 181 [redacted] 185

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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	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.

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561 of 187 A 7.4.7.2

[redacted] - [redacted] - ATTACHMEN[redacted] -

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT

WHEREAS, I, Robert M. Steck (also known as R. M. Steck), of the County of Cook and State of Illinois, while in the employ of Continental Illinois National Bank and Trust Company of Chicago (the "Bank") as an officer or employee, served and continue to serve as Trustee under numerous indentures (the "Indentures") severally styled as Mortgage, Deed of Trust and Assignment, or Mortgage, Deed of Trust, Chattel Mortgage and Assignment, or variations thereof, and various amendments and supplements thereto and restatements thereof, executed and delivered for the purpose of securing indebtedness owing to the Bank; and

WHEREAS, being away from the Chicago area from time to time, and not having resigned or been removed as Trustee under all of the Indentures, in order to serve the convenience of the Bank and all parties in interest under the terms of the Bank and all parties in interest under the terms of said Indentures, I wish to constitute and appoint attorneys-in-fact to exercise and perform from time to time, my rights, powers, privileges, duties and obligations as Trustee under said Indentures.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge:

1. I do hereby make, constitute and appoint the following officers and employees of the Bank, to-wit: James M. O'Keane, Ralph H. Kramer, Gary T. Brednich, Michael J. Kratochwill, Patrick F. Reidy, William S. Lacy, Frederick F. Lauerman, Monique van Nispen, William T. White III, Mary K. Sullivan, Sue A. Curran, William C. Ruffin, Jr., Ida L. Rubens, Carole Garais and Elaine Ramsey and each of them, as my true and lawful agents and attorneys-in-fact, each of whom, individually and independently, is hereby authorized to act for me, in my name, place and stead, in the exercise or performance of any and all rights, powers, privileges, duties and obligations which the Trustee under any one or more of the Indentures might be called upon, by the Bank or by the terms of such Indenture or Indentures, to exercise or perform, including, but not by way of limitation, the execution and delivery of any and all extension agreements, releases, partial releases, continuation statements, financing statements, assignments of financing statements, termination statements, transfer orders, division orders, letters in lieu of division orders, consents, waivers, resignations and any amendments or supplements to any Indenture or to any of the aforementioned instruments, hereby confirming all that my said attorneys-in-fact, or any of them, shall lawfully do or cause to be done by virtue hereof.

2. I covenant and agree with the Bank that I will not, without the Bank's written consent, amend, modify or revoke this Power of Attorney, or take any action with respect to or affecting in any way any Indenture or any indebtedness secured thereby.

3. This Power of Attorney shall be and remain irrevocable and shall be construed under the laws of the State of Illinois as a Power of Attorney coupled with an interest.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this *1st day of *October, 1984.

*Robert M. Steck
ROBERT M. STECK

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Jerri J. Dassie, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that the within named, who is personally known to me be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of October, 1984.

Jerri J. Dassie
Notary Public

My Commission Expires:

My Commission Expires November 25, 1987

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of the Power of Attorney duly executed and acknowledged by Robert M. Steck on October, 1, 1984, and that said Power of Attorney has not been rescinded or superseded and is still in full force and effect.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

Dated: May 28, 1985

By: [illegible]
Vice President

[redacted] [redacted] [redacted]

Sublette County, Wyoming
Real Estate Records

69.00

207504

RECORDED July 11 1985 3:00 P M
IN BOOK 44 Mtg PAGE 29
FEES $69.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

ASSIGNMENT OF PROMISSORY NOTE
AND COLLATERAL SECURITY DOCUMENTS

between

THE FEDERAL DEPOSIT INSURANCE CORPORATION

and

ITR PETROLEUM, INC.

"THE OIL AND GAS INTERESTS INCLUDED IN THE PROPERTY WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS ASSIGNMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

"THE BORROWER HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH IS DESCRIBED IN EXHIBIT A HERETO."

WHEN RECORDED AND/OR FILED
RETURN TO:

Cecelia Noel
ITR Petroleum, Inc.
1300 Main Street
Suite 512
Houston, Texas 77002

ASSIGNMENT OF PROMISSORY NOTE AND COLLATERAL SECURITY DOCUMENTS

THIS ASSIGNMENT OF PROMISSORY NOTE AND COLLATERAL SECURITY DOCUMENTS, dated as of June 28, 1985 (herein called this "Assignment"), is between THE FEDERAL DEPOSIT INSURANCE CORPORATION, a corporate agency of the federal government (herein called the "Assignor"), and ITR PETROLEUM, INC., a Nevada corporation (herein called the "Assignee").

W I T N E S S E T H:

WHEREAS, ENERGETICS OPERATING COMPANY, a Colorado corporation (herein called the "Borrower"), Energetics, Inc., a Delaware corporation (herein called "EI"), Energy Associates, Inc., a Wyoming corporation (herein called "EA"), and Continental Illinois National Bank and Trust Company of Chicago (herein called "CINB") have heretofore entered into that certain Secured Revolving Credit Agreement, dated as of August 1, 1983 (herein called the "Credit Agreement"), pursuant to which, upon the terms and subject to the conditions therein stated, CINB agreed to make loans to each of the Borrower, EA and EI;

WHEREAS, the indebtedness of the Borrower to CINB arising under or in connection with the Credit Agreement is evidenced by that certain promissory note of the Borrower, dated August 1, 1983 (herein called the "Note"), payable to the order of CINB in the maximum principal amount of $50,000,000;

WHEREAS, EI has guaranteed to CINB the payment of all indebtedness of the Borrower to CINB arising under or in connection with the Credit Agreement pursuant to that certain Guaranty, dated August 1, 1983 (herein called the "EOC Guaranty"), from EI in favor of CINB;

WHEREAS, payment of the Note and all other indebtedness of the Borrower to CINB arising under or in connection with the Credit Agreement is secured by (i) that certain Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of December 17, 1982 and amended and supplemented as of August 1, 1983, February 3, 1984, May 1, 1984 and July 30, 1984, from the Borrower to CINB and trustees for CINB (herein, as amended and supplemented, called the "Original Mortgage"), as the Original Mortgage has been modified by those certain Partial Releases, dated August 15, 1983, April 30, 1984, July 29, 1984 and December 28, 1984 from CINB and trustees for CINB (the Original Mortgage, as so modified by said partial releases, being herein called the "Mortgage"), (ii) that certain Security Agreement, dated May 7, 1980, as amended and restated by that certain Amended and Restated Security Agreement, dated as of June 21, 1982, as further amended as of August 1, 1983, from the Borrower to CINB (herein, as so amended and restated, called the "Accounts Security Agreement"), and (iii) that certain Security Agreement, Undertaking and Financing Statement, dated as of August 1, 1983 and amended as of September 12, 1983, from the Borrower to CINB (herein, as so amended, called the "Partnership Security Agreement"; the Mortgage, the Accounts Security Agreement and the Partnership Security Agreement being herein sometimes collectively called the "Collateral Security Documents");

[redacted] [redacted] [redacted]

WHEREAS, the Original Mortgage, the Accounts Security Agreement, the Partnership Security Agreement and Uniform Commercial Code financing statements or financing statement amendments relating thereto (as the case may be) have been recorded and filed, among other places, as shown on Schedule I hereto;

WHEREAS, pursuant to the Mortgage the Borrower mortgaged to CINB and trustees for CINB certain interests in certain oil and gas properties more particularly described in Exhibit A to the Mortgage (such interests in such oil and gas properties not heretofore released being herein called the "Collateral", and a copy of Exhibit A to the Mortgage (excluding the portions of Exhibit A containing descriptions of properties heretofore released by CINB) being attached to this Assignment as Exhibit A);

WHEREAS, Crocker National Bank (herein called "Crocker") and The Royal Bank of Canada (herein called "Royal Bank") have heretofore executed and delivered to CINB that certain Subordination Agreement, dated as of December 10, 1982 (herein called the "Subordination Agreement"), in favor of CINB, relating to the subordination of the payment of the indebtedness of EOC to Crocker and Royal Bank to the payment of the indebtedness of EOC to CINB;

WHEREAS, the indebtedness of the Borrower, EI and EA to CINB and the documents relating thereto, including without limitation the Credit Agreement, the Note, the EOC Guaranty, the Collateral Security Documents, the Subordination Agreement and the rights of CINB arising thereunder were assigned by CINB to the Assignor pursuant to certain assignments dated September 26, 1984 (herein collectively called the "FDIC Assignments");

WHEREAS, such assignments from CINB to the Assignor relating to the Collateral Security Documents (herein called the "Collateral Assignments") have been recorded and filed, among other places, as shown on Schedule II hereto;

WHEREAS, pursuant to the terms of certain agreements between CINB and the Assignor, CINB has agreed and is empowered to administer and perform services related to, among other things, the indebtedness of the Borrower, EI and EA and the documents relating thereto, including without limitation the Credit Agreement, the Note, the EOC Guaranty, the Collateral Security Documents and the Subordination Agreement, on behalf of the Assignor;

WHEREAS, on October 26, 1984, an involuntary petition was filed seeking entry of an order for relief against the Borrower under Chapter 11, Title 11, United States Code, in the United States Bankruptcy Court, District of Colorado, at Denver, Colorado (the "Bankruptcy Court"), as Case No. 84B5325M (herein called the "Bankruptcy Case");

WHEREAS, on December 19, 1984, the Bankruptcy Court entered an order for relief with respect to the Borrower;

WHEREAS, CINB, as Administrator for the Assignor, and the Assignee have heretofore entered into that certain Agreement to Purchase Promissory Notes, dated as of February 15, 1985 (herein called the "Purchase Agreement"), providing for the sale by the Assignor to the Assignee of the Note and all documents and rights relating thereto, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, the Bankruptcy Court entered an order confirming a plan of reorganization for the Borrower and EI, which plan, among other things, incorporates the assignment contained herein;

WHEREAS, the Assignor now desires to transfer, set over, deliver, assign, grant, bargain, sell and convey to the Assignee, and the Assignee desires to purchase from the Assignor, the Note and all of the Assignor's right, title and interest in, to and under the Credit Agreement, the EOC Guaranty, the Collateral Security Documents and the Subordination Agreement, and all other instruments or documents executed and delivered by the Borrower pursuant to the Credit Agreement, the Collateral Security Documents and the Subordination Agreement and all other instruments or documents executed and delivered by EI pursuant to the EOC Guaranty; and

WHEREAS, concurrently herewith the Assignee is purchasing from the Assignor the indebtedness of EI and EA to CINB that was assigned to the Assignor and the documents relating thereto and the rights arising thereunder, including, without limitation, the documents executed and delivered by EI to secure payment of the EOC Guaranty,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor has transferred, set over, delivered, assigned, granted, bargained, sold and conveyed, and by these presents does transfer, set over, deliver, assign, grant, bargain, sell and convey to the Assignee, all of its rights, titles, interests, liens, privileges, claims, demands and equities existing and to exist in, to, against, under and in respect of the Credit Agreement, the Note, the Collateral Security Documents, the Subordination Agreement, the Collateral, the EOC Guaranty, and any and all instruments or documents executed and delivered by the Borrower or EI, as the case may be, in connection with any of the foregoing, together with all other rights of the Assignor to payment of the indebtedness of the Borrower evidenced by the Note and secured by the Collateral Security Documents and guaranteed by the EOC Guaranty, and all other rights of the Assignor relating to any of the foregoing, including without limitation all claims in litigation (all of the foregoing which is transferred, set over, delivered, assigned, granted, bargained, sold and conveyed being herein collectively called the "Property");

TO HAVE AND TO HOLD the Property and all rights, titles, interests, liens, privileges, claims, demands and equities existing and to exist in connection therewith or as security therefor unto the Assignee, its successors and assigns forever.

SECTION 1. This Assignment is expressly made without any recourse, representation or warranty of any kind, either express or implied, by the Assignor.

SECTION 2. By accepting this Assignment, the Assignee acknowledges and agrees (i) that it has made its own independent examination of the Borrower and its financial affairs and of the Credit Agreement, the Note, the Collateral Security Documents, the Subordination Agreement and the EOC Guaranty; (ii) that the Assignor makes no representation or warranty (A) as to the genuineness, legality, validity, perfection, priority or enforceability of the Credit Agreement, the Note, the EOC Guaranty, the Mortgage, the Security Agreement, the Partnership Security Agreement, the

Subordination Agreement, the FDIC Assignments and the Collateral Assignments; or of any security interests or liens, guaranties, or other collateral rights and remedies securing or guaranteeing payment of the Note or of the Borrower's obligations under the Credit Agreement or any other agreement made or instrument, document or writing issued thereunder, in connection therewith or as a result thereof; or (B) as to the Borrower, as to any financial statements or collateral reports submitted by or for the Borrower, as to the sufficiency, condition of or title to any collateral security for the Note or the Borrower's obligations under the Credit Agreement, or as to any risk of loss with respect to this transaction; and (iii) that it has received from the Assignor the executed original Note, endorsed, without recourse, to the order of the Assignee, the executed original EOC Guaranty, the executed original Credit Agreement, executed originals or photostatic copies of the FDIC Assignments, and executed originals or certified copies of the Original Mortgage, the Accounts Security Agreement, the Partnership Security Agreement, the Subordination Agreement and the Collateral Assignments, and all recording and filing information relating to the Original Mortgage, the Accounts Security Agreement, the Partnership Security Agreement and the Collateral Assignments.

SECTION 3. It is the intent of the Assignor and the Assignee that by the transfer and assignment herein referenced, the priority of the liens and security interests in favor of the Assignor by reason of the Collateral Security Documents shall be deemed preserved and maintained, and any subsequent advances by the Assignee under said documents (or any extensions, renewals, modifications, amendments or replacements thereof) shall be entitled to the lien priority and dignity of the Collateral Security Documents and shall relate back to the lien priority accorded the original indebtedness the payment of which is secured by the Collateral Security Documents. Nothing contained in this Assignment shall be considered as a novation or payment of any indebtedness or a release, cancellation, termination or impairment of the priority of any lien or security interest created by the Collateral Security Documents.

SECTION 4. Reference is here made to all instruments and documents and the records thereof which are referred to or mentioned herein for all purposes in connection herewith.

SECTION 5. This Assignment 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, (i) in any particular counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted, and (ii) in any particular counterpart portions of Schedule I and Schedule II hereto which relate to filings and recordings in a jurisdiction other than the jurisdiction in which such counterpart is to be recorded or filed may have been omitted.

SECTION 6. This Assignment shall likewise be a Uniform Commercial Code Statement of Assignment with respect to each filing of the Original Mortgage, the Accounts Security Agreement and the Partnership Security Agreement as a non-standard form Uniform Commercial Code financing statement or financing statement amendment as shown on Schedule I hereto, and with respect to each filing of the Collateral Assignments as a non-standard Uniform Commercial

Code Statement of Assignment as shown on Schedule II hereto. With respect to each such filing as it relates to the Original Mortgage or the Collateral Assignments relating to the Original Mortgage, the name and mailing address of the Borrower (the Debtor) are Energetics Operating Company, 116 Inverness Drive East, Englewood, Colorado 80112; the secured parties are the Assignor and B. Kent Ludlow and Richard G. Allen, as trustees; and the assignee of the secured parties is the Assignee.

With respect to each such filing as it relates to the Accounts Security Agreement or the Partnership Security Agreement or the Collateral Assignments relating to the Accounts Security Agreement or the Partnership Security Agreement, the name and mailing address of the Borrower (the Debtor) are Energetics Operating Company, 116 Inverness Drive East, Englewood, Colorado 80112; the secured party is the Assignor; and the assignee of the secured party is the Assignee.

SECTION 7. This Assignment shall be a contract made under and governed by the internal laws of the State of Illinois. Whenever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

SECTION 8. The Assignor agrees that it will, at the request of the Assignee and at the Assignee's cost and expense, execute and deliver such specific assignments of the Collateral Security Documents as the Assignee shall reasonably request to effectuate the transfer and assignment herein described.

SECTION 9. B. Kent Ludlow and Richard G. Allen, as trustees for the Assignor under the Mortgage and as secured parties thereunder, hereby join in the execution of this Assignment to evidence their consent to this Assignment and to assign their position as secured parties to the Assignee on the same terms and conditions as the assignment by the Assignor to the Assignee under this Assignment.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed this Assignment as of the day first above written.

ASSIGNOR [SECURED PARTY]:

FEDERAL DEPOSIT INSURANCE CORPORATION

By CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Administrator

By M.K. Sullivan
M.K. Sullivan, Vice President

Attest:

D.L. Goldberg
D.L. Goldberg, Clerk

[Corporate Seal]

Name and Mailing Address of the Assignor:

Federal Deposit Insurance Corporation
550 - 17th Street, N.W.
Washington, D.C. 20429
Attention: Director,
Division of Bank Supervision

[SECURED PARTY]:

B. Kent Ludlow, Trustee
B. Kent Ludlow, Trustee

[SECURED PARTY]:

Richard G. Allen, Trustee
Richard G. Allen, Trustee

Names and Mailing Address of the Trustees:

B. Kent Ludlow, Trustee
Richard G. Allen, Trustee
1100 Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84147

ASSIGNEE [NEW SECURED PARTY]:

ITR PETROLEUM, INC.

By Sidney F. Jones, Jr., President
Sidney F. Jones, Jr., President

Attest:

David G. Matthes
David G. Matthes, Secretary

[Corporate Seal]

Name and Mailing Address
of the Assignee:

ITR Petroleum, Inc.
1300 Main Street, Suite 512
Houston, Texas 77002

This instrument was prepared by:

Catharine A. Haake, Esq.
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604

CONSENT OF THE BORROWER

By its signature hereon, the Borrower hereby consents to the above-described transfer and assignment.

IN WITNESS WHEREOF, the undersigned has caused to be executed this consent as of the day first above written.

[DEBTOR]:

ENERGETICS OPERATING COMPANY

By_____
Jordan R. Smith, President

Attest:

_____
Bruce R. DeBoer, Secretary

[Corporate Seal]

Name and Mailing Address of
Energetics Operating Company (the Debtor):

Energetics Operating Company
116 Inverness Drive East
Englewood, Colorado 80112

ACKNOWLEDGMENT
[California individual form]
[B. Kent Ludlow, Trustee]

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 29th day of May in the year 1985, before me, Patricia N. Reiser, a Notary Public of said State, duly commissioned and sworn, personally appeared B. Kent Ludlow, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she 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.

Patricia N. Reiser
Patricia N. Reiser, Notary Public
in and for said State

My commission expires:
9-9-86

ACKNOWLEDGMENT
[California individual form]
[Richard G. Allen, Trustee]

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 29th day of May in the year 1985, before me, Patricia N. Reiser, a Notary Public of said State, duly commissioned and sworn, personally appeared Richard G. Allen, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he 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.

Patricia N. Reiser
Patricia N. Reiser, Notary Public
in and for said State

My commission expires:
9-9-86

ACKNOWLEDGMENT
[California form]
[Continental Illinois National Bank and Trust Company of Chicago, as Administrator]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 28th day of May in the year 1985, before me, FRANCES SCALFARO, a Notary Public of said State, duly commissioned and sworn, personally appeared M.K. Sullivan and D.L. Goldberg, known to me to be the persons who executed the within instrument on behalf of the association therein named, and acknowledged to me that such association 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.

Frances Scalfaro
Frances Scalfaro, Notary Public
in and for said State

My commission expires:

My Commission Expires June 8th, 1987

ACKNOWLEDGMENT
[California form]
[ITR Petroleum, Inc.]

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On this 6th day of June in the year 1985, before me, Sharon Quigley, a Notary Public of said State, duly commissioned and sworn, personally appeared Sidney F. Jones, Jr. and David G. Matthes, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the 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.

Sharon Quigley, Notary Public in and for said State

My commission expires:

October 5, 1985

ACKNOWLEDGMENT
[California form]
[Energetics Operating Company]

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On this 6th day of June in the year 1985, before me, Sharon Quigley, a Notary Public of said State, duly commissioned and sworn, personally appeared Jordan R. Smith and Bruce R. DeBoer, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the 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.

Sharon Quigley, Notary Public in and for said State

My commission expires:

October 5, 1985

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BE IT REMEMBERED that I, FRANCES SCALFARO, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 28th day of May, 1985, 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:

M.K. Sullivan, Vice President, and D.L. Goldberg, Clerk, of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, whose address is 231 South LaSalle Street, Chicago, Illinois 60697, as Administrator for the Federal Deposit Insurance Corporation, whose address is 550 - 17th Street, N.W., Washington, D.C. 20429, Attention: Director, Division of Bank Supervision.

COLORADO	The foregoing instrument was acknowledged before me this day by each such person on behalf of said association.
ILLINOIS	The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the association set opposite their names on behalf of said association.
KANSAS	This instrument was acknowledged to me on this day by each such person as the designated officer of the association set opposite his name on behalf of said association.
MISSIS-SIPPI	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 and 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 described in and that executed the within instrument, and acknowledged to me that such association executed the same.
NEBRASKA and NEW MEXICO	The foregoing instrument was acknowledged before me this day by each such person as the designated officers of the association set opposite their names on behalf of said association.

[redacted] [redacted] [redacted]

[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.

SOUTH DAKOTA — On this day before me personally appeared each such person, who acknowledged himself to be the designated officer of the association set opposite his name and that as such designated officer being authorized so to do), he executed the foregoing instrument for the purposes therein contained, by signing the name of said association by himself as such designated officer.

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 on behalf of said association set opposite his name.

UTAH — On this day personally appeared before me such persons, who, being by me duly sworn, did say, that they are the designated officers of said association, and that said instrument was signed in behalf of said association by resolution 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.

WITNESS my hand and official seal.

Frances Scalfaro

Frances Scalfaro, Notary Public
Residing at 231 South LaSalle Street
Chicago, Illinois 60604

My commission expires:

My Commission Expires June 8th, 1987

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

BE IT REMEMBERED that I, Patricia N. Reier a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 29th day of May, 1985, there appeared before me the following person, being a Trustee and such Trustee being a party to the foregoing instrument:

B. Kent Ludlow whose address is 1100 Beneficial Life Tower, 36 South State Street, Salt Lake City, Utah 84147.

COLORADO	The foregoing instrument was acknowledged before me this day by such person on behalf of himself, as a Trustee.
ILLINOIS	The foregoing instrument was acknowledged before me this day by said person as a Trustee, on behalf of himself, as Trustee.
KANSAS	This instrument was acknowledged to me on this day by such person as a Trustee, on behalf of himself, as a Trustee.
MISSIS-SIPPI	Before me on this day personally appeared the aforementioned person, whose name is signed to the foregoing conveyance in the capacity set forth opposite the name of such person above, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Trustee with full authority, executed the same voluntarily.
MONTANA and NORTH DAKOTA	Before me personally appeared such person, who is known to me to be a Trustee that executed the within instrument and acknowledged to me that he executed the same.
NEBRASKA and NEW MEXICO	The foregoing instrument was acknowledged before me this day by such person as a Trustee on behalf of himself as a Trustee.
OKLAHOMA	Before me on this day personally appeared the aforementioned person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument in the capacity set forth opposite the name of such person above, and such person acknowledged to me that he executed the same as his free and voluntary act and deed, as Trustee, for the uses and purposes therein set forth.
SOUTH DAKOTA	Before me personally appeared such person, who acknowledged himself to be a Trustee, and that as such he executed the foregoing instrument for the purposes therein contained, by signing his name.

[redacted] [redacted] [redacted]

TEXAS — This instrument was acknowledged before me on this day by such person as a Trustee on behalf of himself as Trustee.

UTAH — On this day personally appeared before me such person, who, being by me duly sworn, did say, that he is a Trustee, and that said instrument was signed on behalf of himself as Trustee and said person acknowledged to me that said Trustee executed the same.

WYOMING — The foregoing instrument was acknowledged before me by the above individual on this day.

Witness my hand and official seal.

Notary Public
Residing at Salt Lake City, Utah

My commission expires:
9-9-86

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

BE IT REMEMBERED that I, Patricia N. Reiser, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 29th day of May, 1985, there appeared before me the following person, being a Trustee and such Trustee being a party to the foregoing instrument:

Richard G. Allen whose address is 1100 Beneficial Life Tower, 36 South State Street, Salt Lake City, Utah 84147.

COLORADO — The foregoing instrument was acknowledged before me this day by such person on behalf of himself, as a Trustee.

ILLINOIS — The foregoing instrument was acknowledged before me this day by said person as a Trustee, on behalf of himself, as Trustee.

KANSAS — This instrument was acknowledged to me on this day by such person as a Trustee, on behalf of himself, as a Trustee.

MISSISSIPPI — Before me on this day personally appeared the aforementioned person, whose name is signed to the foregoing conveyance in the capacity set forth opposite the name of such person above, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Trustee with full authority, executed the same voluntarily.

MONTANA and NORTH DAKOTA — Before me personally appeared such person, who is known to me to be a Trustee that executed the within instrument and acknowledged to me that he executed the same.

NEBRASKA and NEW MEXICO — The foregoing instrument was acknowledged before me this day by such person as a Trustee on behalf of himself as a Trustee.

OKLAHOMA — Before me on this day personally appeared the aforementioned person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument in the capacity set forth opposite the name of such person above, and such person acknowledged to me that he executed the same as his free and voluntary act and deed, as Trustee, for the uses and purposes therein set forth.

SOUTH DAKOTA — Before me personally appeared such person, who acknowledged himself to be a Trustee, and that as such he executed the foregoing instrument for the purposes therein contained, by signing his name.

[redacted] [redacted] [redacted]

TEXAS — This instrument was acknowledged before me on this day by such person as a Trustee on behalf of himself as Trustee.

UTAH — On this day personally appeared before me such person, who, being by me duly sworn, did say, that he is a Trustee, and that said instrument was signed on behalf of himself as Trustee and said person acknowledged to me that said Trustee executed the same.

WYOMING — The foregoing instrument was acknowledged before me by the above individual on this day.

Witness my hand and official seal.

Patricia B. Lewis
Notary Public
Residing at Salt Lake City, Utah

My commission expires:
9-9-86

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BE IT REMEMBERED that I, Sharon Quigley, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 6th day of June, 1985, 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:

Sidney F. Jones, Jr., President, and David G. Matthes, Secretary, of ITR Petroleum, Inc., a Nevada corporation, whose address is 1300 Main Street, Suite 512, Houston, Texas 77002.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation.

ILLINOIS — The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the corporation set opposite their names on behalf of said corporation.

KANSAS — This instrument was acknowledged to me on this day by each such person as the designated officer of the corporation set opposite his name, on behalf of said corporation.

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 and 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 described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

NEBRASKA and NEW MEXICO — The foregoing instrument was acknowledged before me this day by each such person as the designated officers of the corporation set opposite their names on behalf of said corporation.

OKLAHOMA — Before me on this day personally appeared the aforementioned persons, to me known to be the

[redacted] [redacted] [redacted]

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.

SOUTH DAKOTA — On this day before me personally appeared each such person, who acknowledged himself to be the designated officer of the corporation set opposite his name, and that he, as such designated officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such designated officer.

TEXAS — This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation set opposite his name, on behalf of said corporation set opposite his name.

UTAH — On this day 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 in behalf of said corporation by resolution 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.

WITNESS my hand and official seal.

Sharon Quigley, Notary Public
Residing at 600 Seventeenth Street
Suite 2800S
Denver, Colorado 80202

My commission expires:

October 5, 1985

ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BE IT REMEMBERED that I, Sharon Quigley, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 6th day of June, 1985, 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:

Jordan R. Smith, President, and Bruce R. DeBoer, Secretary, of Energetics Operating Company, a Colorado corporation, whose address is 116 Inverness Drive East, Englewood, Colorado 80112.

COLORADO — The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation.

ILLINOIS — The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the corporation set opposite their names on behalf of said corporation.

KANSAS — This instrument was acknowledged to me on this day by each such person as the designated officer of the corporation set opposite his name on behalf of said corporation.

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 described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

NEBRASKA and NEW MEXICO — The foregoing instrument was acknowledged before me this day by each such person as the designated officers of the corporation set opposite their names on behalf of said corporation.

OKLAHOMA — Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the names of

the respective makers thereof to the foregoing instrument in the capacities set forth opposite the names of such persons above, and each such person acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the corporation set opposite his name for the uses and purposes therein set forth.

SOUTH DAKOTA — On this day before me personally appeared each such person, who acknowledged himself to be the designated officer of the corporation set opposite his name, and that he as such designated officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such designated officer.

TEXAS — This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation set opposite his name, on behalf of said corporation set opposite his name.

UTAH — On this day 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 in behalf of said corporation by resolution 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.

WITNESS my hand and official seal.

Sharon Quigley, Notary Public
Residing at 600 Seventeenth Street
Suite 2800S
Denver, Colorado 80202

My commission expires:

October 5, 1985

SCHEDULE I

A. 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
Sublette County, Wyoming		
1. Real Estate Records	9-23-83 8:00 a.m.	Mortgage Book 40, Page ~~456~~ 462 (No. 197982)
2. UCC Records	9-23-83 8:00 a.m.	No. U19140 (No. 197981)

B. 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
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)

C. 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
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

D. The Fourth Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of July 30, 1984, from Energetics Operating Company was recorded and filed as follows:

JURISDICTION	DATE/TIME	RECORDING & FILING DATA
Sublette County, Wyoming 1. Real Estate Records	7/31/84 2:30 p.m.	Book 42 Mtg., Page 247 (No. 202600)
2. UCC Records	7/31/84 2:30 p.m.	No. U-20031 (No. 202602)

SCHEDULE II

The Assignment of Mortgage, dated as of September 26, 1984, from Continental Illinois National Bank and Trust Company of Chicago to the Federal Deposit Insurance Corporation (relating to Energetics Operating Company), was filed and recorded as follows:

JURISDICTION	DATE/TIME	RECORDING & FILING DATA
Sublette County, Wyoming Real Estate Records	1/9/85 1:30 p.m.	Book 43 Mtg., Page 151 (Reception No. 204868)
UCC Records	1/9/85 1:30 p.m.	No. U19140 (Assigns original file No. U19140)
**	3/21/85 1:00 p.m.	No. U19514 (Assigns original file No. U19514) (Reception No. 205805)
***	3/21/85 1:00 p.m.	No. U20031 (Assigns original file No. U20031) (Reception No. 205806)

** No. U19514: Assignment of Second Supplement which was incorrectly filed as an original UCC-1 financing statement.

*** No. U20031: Assignment of Fourth Supplement which was incorrectly filed as an original UCC-1 financing statement.

EXHIBIT A

[List of property descriptions]

Exhibit A to this Assignment of Promissory Note and Collateral Security Documents consists of 190 pages (including this page), described as follows:

Page 1 - this page.

Pages 2 through 3 - pages listed as Exhibit A to the Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of December 17, 1982 from Energetics Operating Company ("EOC") to Continental Bank and trustees for Continental Bank.

Pages 4 through 170 - pages listed as Exhibit AA to the First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of August 1, 1983 from EOC to Continental Bank and trustees for Continental Bank.

Pages 171 through 190 - pages listed as Exhibit AA to the Second Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of February 3, 1984 from EOC to Continental Bank and Trustees for Continental Bank.

Pursuant to Section 5 of the Assignment of Promissory Note and Collateral Security Documents, to facilitate recordation or filing, in any particular counterpart portions of this Exhibit A 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 AA to First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983 from Energetics Operating Company to B. Kent Ludlow and Richard G. Allen and Continental Illinois National Bank and Trust Company of Chicago.

Mortgage
Energetics Operating Company
Sublette County, Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
State #30-16	BPO 14.323562% APO 14.323562%	BPO 12.210836% APO 12.210836%	11-2-72	69	266	State of Wyoming 72-28069	Betty B. Shaffer	T27N, R111W Sec. 16: SW/4 Sublette County, WY.

Exhibit AA to First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983 from Energetics Operating Company to B. Kent Ludlow and Richard G. Allen and Continental Illinois National Bank and Trust Company of Chicago.

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Book	Recorded Page	Lessor	Lessee	Description
Federal 10-20	BPO 2.03900000% APO 2.03900000%	BPO 1.64139000% APO 1.64139000%	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 2.27598600% APO 2.01807200%	BPO 1.81604800% APO 1.62454800%	4/1/76	64	562	USA-W-54137	Melvin Meester	T27N-R111W Sec. 20: NE/4 Sublette County, WY
Federal 30-20	BPO 2.03900000% APO 2.03900000%	BPO 1.64139500% APO 1.64139500%	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 1.22340000% APO 1.22340000%	BPO .98483700% APO .98483700%	4/1/76	64	562	USA-W-54137	Melvin Meester	T27N-R111W Sec 17: SE/4 Sublette County, WY
Federal 40-20	BPO 2.03900000% APO 1.63120000%	BPO 1.59158100% APO 1.28457000%	7/1/79	59	7	USA-W-68117	Ole M. Hanson	T27N-R111W Sec. 20: SE/4 Sublette County, WY

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Exhibit AA to First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983 from Energetics Operating Company to B. Kent Ludlow and Richard G. Allen and Continental Illinois National Bank and Trust Company of Chicago.

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
Federal 10-31	BPO 2.039000% APO 2.039000%	BPO 1.641395% APO 1.641395%	5/1/78	65	556	USA-W-62791	Robert W. Myers	T28N-R111W Sec. 31: Lot 1 (26.11ac), Lot 2 (26.34ac), E/2W/4 Sublette County, WY
Federal 30-31	BPO 2.039000% APO 2.039000%	BPO 1.641395% APO 1.641395%	5/1/78	65	556	USA-W-62791	Robert W. Myers	T28N-R111W Sec. 31: Lot 3 (26.56ac), Lot 4 (26.79ac), E/2W/4 Sublette County, WY
Federal 40-31	BPO 1.019500% APO 1.019500%	BPO .820697% APO .820697%	5/1/78	65	556	USA-W-62791	Robert W. Myers	T28N-R111W Sec. 31: W/2SE/4 Sublette County, WY

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Exhibit pg 170

Exhibit AA to First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983, from Energetics Operating Company to B. Kent Ludlow and Richard G. Allen and Continental Illinois National Bank and Trust Company of Chicago.

Mortgage
Energetics Operating Company
Sublette County, Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
Federal 20-19	BPO 1.019500% APO 1.019500%	BPO .795210% APO .795210%	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-R111W 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 20-18	BPO 1.019500% APO 1.019500%	BPO .795210% APO .795210%	6/1/79	62	46	USA-W-67808	Houston G. Williams	Insofar and only insofar as: T27N-R111W Sec. 18: E/2NE/4 Sublette County, WY

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Exhibit AA to First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of August 1, 1983 from Energetics Operating Company to B. Kent Ludlow and Richard G. Allen and Continental Illinois National Bank and Trust Company of Chicago.

Mortgage
Energetics Operating Company
Sublette County, Wyoming

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	Page	Lessor	Lessee	Description
Federal 20-28	BPO 22.037000% APO 22.037000%	BPO 16.307380% APO 16.307380%	2/1/78	67	646	USA-W-62117	R. Ken Williams	T27N-R111W Sec. 28: NE/4 Sublette County, WY
Federal 40-28	BPO 16.037000% APO 22.037000%	BPO 11.867380% APO 16.307380%	2/1/78	67	646	USA-W-62117	R. Ken Williams	T27N-R111W Sec. 28: SE/4 Sublette County, WY

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Exhibit A
15 of 15

WY-585

EXHIBIT "AA"

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

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Exhibit A 1977 Agrmt

WY-650

EXHIBIT "AA"

Mortgage
Energetics Operating
Company

Well Name	Working Interest		Net Revenue Interest		Lease Date	Lease Recorded Book	Lease Recorded 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.

Exhibit H
1978 et 170

WY-650

EXHIBIT "AA"

Mortgage
Energetics Operatin
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: SW Containing 160.00 acres more or less in Sublette County, Wyoming

Exhibit A
1 of 1 pg.

09

WY-650

EXHIBIT "AA"

Mortgage
Energetics Operating Company

Well Name	Working Interest		Net Revenue Interest		Lease Date	Lease Recorded Book	Page	Lessor	Lessee	SUBLETTE COUNTY, WYOMING 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

Sept. 1981

62

Released Bk. 14 Rel. Pg. 500

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 One Hundred Seventy-Five Thousand andn0/100(175,000.00 Dollars, due 7/10/90 with interest from 7/9/85 at the rate of thirteen(13) per cent per annum, payable monthly ~~annually~~ evidenced by One promissory note, of even date herewith, Payable in 50 equal monthly payments of $2,600.00 each together with a final payment of $119,634.83 which include interest at the rate of 13% per annum; first saidpayment due 8/10/85 and on the 10th of each month thereafter until paid in full dd es hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wy. 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Block One (1) of the C.P. MacGlashan First Addition to the Town of Big Piney, Sublette County, Wyoming, EXCEPT the West 20 feet of the North 75 feet of Lot Five (5), and EXCEPT the North 75 feet of Lot 6 in Block 1, of the C.P. MacGlashan First Addition to the Townsite of Big Piney, Wyoming, as the same appear on the plat and map filed in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, all of said lots being 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.

207547

RECORDED July 12 19 85 2:00 PM
IN BOOK 44 Mtg PAGE 62
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than 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 9 day of July A. D. 1985.

In the presence of

DELGADO OIL COMPANY, INC.
a Wyoming corporation,

By: Mark E. Delgado

Its: President
Title

ATTEST: SEAL

Virginia M Delgado
Secretary

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Delgado Oil Co., Inc.,
By: Mark Delgado, its President,
this 9th day of July, 1985.

Witness my hand and official seal.



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, $ ...

64

Released Bk. 13 Rls. Pg. 737

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN A. SMITH and DONNA SMITH, husband and wife,
of Box 27, Cora 82925,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Nine Thousand and N0/100 ($9,000.00) Dollars, due 6-25-90 with interest from 6-26-85 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 each, which include interest at the rate of 16% per annum; first said payment due 7-25-85 and on the 25th 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 Eleven (11), Hecox Homesites, 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 to prior mineral reservations of record.

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

207546

RECORDED July 12, 19 85 at 2:00 P. M.
IN BOOK 44 MTG PAGE 64
FEES $6.00 Laura Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 26 day of June A. D. 19 85.

In the presence of

JOHN A. SMITH

DONNA SMITH

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by John A. Smith and Donna Smith,

, ,

this 26 day of June, 19 85.

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
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, $

66

Released Bk. 15 Rel. @ Pg. 504

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 15, 19 85. The mortgagor is Jay Calkins and Elizabeth H. Ballard, Husband and Wife ("Borrower"). This Security Instrument is given to First Security Bank of Rock Springs, which is organized and existing under the laws of Wyoming, and whose address is 1400 Dewar Drive, Rock Springs, WY 82901 ("Lender"). Borrower owes Lender the principal sum of FORTY NINE THOUSAND FIVE HUNDRED DOLLARS AND NO/100---------- Dollars (U.S. $ 49,500.00). 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 August 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 Sublette County, Wyoming:

TRACTS 27 AND 28 OF THE TYLER SUBDIVISION, SUBLETTE COUNTY, WYOMING.

207563

RECORDED July 15 19 85 1:30 P M
IN BOOK 44 Mortgages PAGE 66
FEES $12.00 Linda J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

which has the address of 10529 West U. S. Highway 191 [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-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] WCDA Uniform Mortgage Rider

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.

Jay Calkins .....(Seal)
Jay Calkins —Borrower

Elizabeth H. Ballard by Jay Calkins her attorney in fact .....(Seal)
Elizabeth H. Ballard —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this July 15, 1985
(date)

by Jay Calkins, individually and as attorney in fact for Elizabeth H. Ballard
(person acknowledging)

My Commission expires: 8/8/87

Donna M. Ngai
Notary Public

NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

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 15 day of July, 19 85.

Jay Calkins
Signature

Elizabeth H Ballard by Jay Calkins her Attorney in fact
Signature

Jay Calkins
Printed

Elizabeth H. Ballard
Printed

[redacted] P[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 W. HANSEN, a single man,

residing in SUBLETTE County, Wyoming, whose post office address is

P.O. BOX 1170 Pinedale, Wyoming 82941,

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601 and

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
7/15/85	$50,000.00	11.375%	7/15/2018

207566

RECORDED July 15 1985 3:30 P.M
IN BOOK 44 Mtg PAGE 71
FEES 10.00 Lois J. Yate COUNTY CLERK
SUBLETTE COUNTY CLERK
by Carol A. Cheney, Deputy

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

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

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

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

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

County(ies) of SUBLETTE:

Lot 3, Block 4, Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the office 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 Misc.,page 279.

Rlsd. Bk 24 Rel. Pg 16 7/1/04

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 JULY, 19 85.

Robert W. Hansen

Robert W. Hansen

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Robert W. Hansen

_____, _____,

_____, this 15th day of

July, 19 85.

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

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 Jay Calkins and Elizabeth H. Ballard Husband and Wife and appears recorded in book 44 of mortgages, beginning on page 66 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

TRACTS 27 AND 28 OF THE TYLER SUBDIVISION, SUBLETTE COUNTY, WYOMING.

207600

RECORDED July 17 1985 2:30 PM
IN BOOK 44 Mtg PAGE 75
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

together with the note or notes secured thereby, to the Wyoming Community Development Authority its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 15 day of July, 19 85

By Katherine Pryich
Assistant Vice-President

Attest: Holly Michaelis
Title Assistant Vice-President

STATE OF WYOMING }
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by Katherine Pryich

this 15 day of July, 19 85

Witness my hand and official seal.

My Commission expires: 8/8/87

Notary Public Title of Officer

3/80

115. 5"

FIRST AMENDMENT TO DEED OF TRUST, MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

This First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement (this "First Amendment") entered into as of the effective time and date hereinafter stated (the "Effective Date") from Arapaho Petroleum, Incorporated, a Colorado corporation ("Borrower"), and Arapaho Energy, Inc., a Colorado corporation (such corporation being herein called "Energy", and Borrower and Energy being herein collectively called "Grantor") to Robert F. Miller, Jr., as Trustee (herein called Trustee") for the benefit of RepublicBank Dallas, National Association, a national banking association, formerly named Republic National Bank of Dallas (herein called the "Lender"),

W I T N E S S E T H:

WHEREAS, Borrower and the Lender executed that certain Loan Agreement dated March 21, 1980 (herein called the "Original Loan Agreement") pursuant to which the Lender agreed to make loans to Borrower in an amount not to exceed $10,000,000, such loans being evidenced by that certain Promissory Note dated March 21, 1980 (herein called the "Original Note") made by Borrower to the order of Lender and maturing March 31, 1987; and

WHEREAS, the Original Loan Agreement has been amended and restated in its entirety by a First Restated Loan Agreement dated April 22, 1985 (herein called the "Loan Agreement") between Borrower and the Lender and the Original Note has been renewed and extended by a Promissory Note of even date with the Loan Agreement (herein called the "Note") made by Borrower to the order of Lender in the principal amount of $10,000,000 and maturing March 31, 1991; and

WHEREAS, in order to secure Borrower's obligations under the Original Note and the Original Loan Agreement, Grantor executed that certain Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated July 29, 1983 (as amended to the date hereof, herein called the "Original Mortgage") covering certain oil and gas properties described therein and recorded as described on Schedule 1 attached hereto and incorporated herein by this reference (herein called "Schedule 1"), reference to the Original Mortgage and the record thereof being hereby made for all purposes (the Original Mortgage, as amended by this First Amendment and as otherwise from time to time amended or supplemented, is herein called the "Mortgage"); and

WHEREAS, Energy and certain other subsidiaries of Borrower have executed a Guaranty dated March 21, 1980 by which they guaranteed the payment and performance of all obligations of Borrower to the Lender, which Guaranty has been amended and restated in its entirety by a Guaranty dated April 22, 1985 (herein called the "Guaranty") executed by Energy and certain other subsidiaries of Borrower for the benefit of the Lender; and

WHEREAS, the parties hereto wish to amend the Original Mortgage to correct certain inaccuracies in the property descriptions set forth in Exhibit A thereto, to subject additional properties to the Original Mortgage, and to expressly describe the obligations of Borrower under the Loan Agreement and the Note and the obligations of Energy under the Guaranty as part of the obligations secured by the Original Mortgage;

207642

RECORDED July 22 1985 8:00 AM
IN BOOK 44 Misc PAGE 76
FEES $15.00 Sara J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

NOW THEREFORE, to secure payment of the indebtedness secured by the Mortgage and the performance of the covenants and obligations in the Mortgage, and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Trustee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

AMENDMENT TO ORIGINAL MORTGAGE

§ 1.1 Additional properties are hereby made subject to the Original Mortgage as follows:

To secure payment of the "secured indebtedness" (as defined in the Mortgage and in this Article I so called) and the performance of the covenants and obligations contained herein and in the Mortgage and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration in hand paid by Trustee to Grantor, and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which are hereby acknowledged, Grantor does by these presents hereby GRANT, BARGAIN, SELL, ASSIGN, MORTGAGE, TRANSFER, CONVEY, PLEDGE and SET OVER unto the Trustee and his successors and substitutes in trust thereunder for the use and benefit of the Lender the following real and personal property, rights, titles, interests and estates which are in addition to the Mortgaged Properties under the Original Mortgage (herein collectively called the "Additional Mortgaged Properties"), to-wit:

A. The entire interest in and to the oil, gas and/or other mineral properties which are described in Exhibit A-1 attached hereto and made a part hereof;

B. Without limitation of the foregoing, all other right, title and interest of Grantor of whatever kind or character (whether now owned or hereafter acquired by operation of law or otherwise) in and to the lands described in Exhibit A-1 hereto, or otherwise described in any of the leases or other instruments described in Exhibit A-1 hereto, even though such interest of Grantor may be incorrectly described in, or omitted from, Exhibit A-1 hereto;

C. All of Grantor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all presently existing and hereafter created oil, gas and/or mineral unitization, pooling and/or communitization agreements, declarations and/or orders, and in and to the properties covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction and so called "working interest units" created under operating agreements or otherwise), which cover, affect or otherwise relate to the properties described in clauses A and B above;

D. All of Grantor's interest in and rights under (whether now owned or hereafter acquired by operation of law or otherwise) all presently existing and hereafter created operating agreements, equipment leases, production sales, purchase, exchange and/or processing agreements, transportation agreements, farmout and/or farm-in agreements, area of mutual interest agreements, and other contracts and/or agreements which cover, affect, or otherwise relate to the properties described in clauses A, B and C above or to the operation of such properties or to

the treating, handling, storing, transporting or marketing of oil, gas or other minerals produced from (or allocated to) such properties; and

E. All of Grantor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all equipment, improvements, materials, supplies, fixtures and other property (including, without limitation, all wells, pumping units, wellhead equipment, tanks, pipelines, flow lines, gathering lines, compressors, dehydration units, separators, meters, buildings, injection facilities, salt water disposal facilities, and power, telephone and telegraph lines) and all easements, servitudes, rights-of-way, surface leases and other surface rights, which are now or hereafter used, or held for use, in connection with the properties described in clauses A, B and C above, or in connection with the operation of such properties, or in connection with the treating, handling, storing, transporting or marketing of oil, gas or other minerals produced from (or allocated to) such properties;

TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto, unto Trustee, and his successors or substitutes in this trust, and to his or their successors and assigns, in trust, however, upon the terms, provisions and conditions herein set forth.

In order to further secure the payment of the secured indebtedness and the performance of the obligations, covenants, agreements and undertakings of Grantor hereinafter described, Grantor hereby grants to the Lender a security interest in and to (a) all oil, gas, and other hydrocarbons and other minerals produced from or allocated to the Additional Mortgaged Properties and all products processed or obtained therefrom, the proceeds thereof, and all accounts, contract rights and general intangibles under which such proceeds may arise, (b) the entire interest of Grantor (whether now owned or hereafter acquired by operation of law or otherwise) in and to all equipment, improvements, materials, supplies, fixtures, goods and personal property of whatever nature now or hereafter located on, used, or held for use, in connection with the Additional Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, transporting or marketing of oil, gas or other minerals produced therefrom or allocated thereto), and all accessions and appurtenances thereto and all renewals or replacements thereof or substitutions therefor, (c) all contract rights and other general intangibles related to the Additional Mortgaged Properties or to the operation thereof or the treating, handling, storing, transporting or marketing of oil, gas or other minerals produced therefrom or allocated thereto, (d) all funds, accounts, instruments, documents, notes or chattel paper arising from or by virtue of any transactions related to the Additional Mortgaged Properties (all of the properties, rights and interests described in clauses (a), (b), (c) and (d) above being herein sometimes collectively called the "Additional Collateral"), and (e) all proceeds of the Additional Collateral.

For the purpose of additionally securing the payment of all secured indebtedness and to facilitate the discharge of all such secured indebtedness and as cumulative of any and all rights and remedies herein provided for, Grantor hereby bargains, sells, transfers, assigns, sets over and delivers to the Noteholder (as defined in the Original Mortgage), which is presently the Lender, all oil, gas, other hydrocarbons and other minerals produced from or allocated to the Additional Mortgaged Properties which accrue after 7:00 a.m., central standard time, on the Effective Date to the interests of

Borrower and Energy in said properties, all products obtained and processed therefrom after production, and all proceeds of such oil, gas, other hydrocarbons and other minerals and such products (such proceeds being hereinafter referred to as the "additional proceeds of runs") and all accounts, contract rights, and other general intangibles under which such proceeds may arise. Grantor directs and instructs any and all purchasers of the oil, gas, other hydrocarbons and other minerals produced from or allocated to the Additional Mortgaged Properties and of any products obtained or processed therefrom to pay to the Noteholder all of the additional proceeds of runs accruing to the interests of Grantor until such time as such purchasers have been furnished with evidence that all secured indebtedness has been paid and that the lien evidenced by the Mortgage has been released and Grantor authorizes the Noteholder to receive and collect all of the additional proceeds of runs. Grantor agrees that no purchasers of production attributed to the Additional Mortgaged Properties shall have any responsibility for the application of any funds paid to the Noteholder.

§ 1.2 Section 1.1 of the Original Mortgage is hereby amended to read in its entirety as follows:

"1.1. This Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement (herein called the "Mortgage") is made to secure and enforce the payment of the following promissory note, obligations, indebtedness and liabilities:

(a) All indebtedness now or hereafter incurred or arising pursuant to the provisions of that certain First Restated Loan Agreement dated as of April 22, 1985 between Arapaho Petroleum, Incorporated and RepublicBank Dallas, National Association, a national banking association, formerly named Republic National Bank of Dallas (herein called the "Lender"), which agreement amends and restates in its entirety that certain Loan Agreement dated March 21, 1980 between the same parties, and all supplements to such First Restated Loan Agreement and amendments or modifications thereof, and all agreements given in substitution therefor or in renewal or extension thereof, in whole or in part (such First Restated Loan Agreement as the same may from time to time be supplemented, amended or modified, and all other agreements given in substitution therefor or in renewal or extension thereof, in whole or in part, being herein called the "Loan Agreement");

(b) That certain promissory note dated April 22, 1985 in the principal amount of Ten Million Dollars ($10,000,000) made by Arapaho Petroleum, Incorporated payable to the order of the Lender on or before March 31, 1991 (such promissory note extending and renewing that certain promissory note dated March 21, 1980 made by Arapaho Petroleum, Incorporated payable to the order of the Lender on or before March 31, 1987), bearing interest as therein provided and containing a provision for the payment of a reasonable additional amount as attorneys' fees, and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part (such note and all other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, being hereinafter called the "Note", and the Lender and all subsequent holders of the Note or any part thereof or any interest therein or any of the "secured indebtedness", as hereinafter defined, being herein called the "Noteholder");

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(c) All indebtedness incurred or arising under the provisions of that certain Guaranty dated April 22, 1985 executed by Arapaho Energy, Inc., Arapaho Ventures, Inc., Arapaho Ventures of New York, Inc. and Pipeline Systems, Inc. in favor of the Lender (which guaranty amends and restates in its entirety that certain Guaranty dated March 21, 1980 made by the same parties), and all supplements thereto and amendments, modifications and restatements thereof, and all agreements given in substitution therefor or in extension or renewal thereof, in whole or in part (such guaranty, as the same may from time to time be supplemented, amended or modified, and all guaranties or other agreements given in substitution therefor or extension thereof, in whole or in part being herein called the "Guaranty");

(d) All indebtedness now or hereafter incurred or arising pursuant to or permitted by the provisions of the Note, the Guaranty, the Loan Agreement, this Mortgage or any other instrument now or hereafter evidencing, governing or securing the "secured indebtedness" (as hereinafter defined) or any part thereof or otherwise executed in connection with the loan evidenced by the Note and the Loan Agreement (the Note, the Loan Agreement, the Guaranty, this Mortgage and such other instruments being herein sometimes collectively called the "Loan Documents"); and

(e) All other loans and future advances made by the Noteholder to Arapaho Petroleum, Incorporated and all other debts, obligations and liabilities of Arapaho Petroleum, Incorporated of every kind and character now or hereafter existing in favor of the Noteholder, whether direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to the Noteholder or to a third party and subsequently acquired by the Noteholder, it being contemplated that Grantor may hereafter become indebted to the Noteholder for such further sum or sums."

§ 1.3 Exhibit A to the Original Mortgage is hereby supplemented by adding thereto Exhibit A-1 attached to this First Amendment. All references in the Mortgage to Exhibit A shall refer collectively to Exhibit A to the Original Mortgage and to Exhibit A-1 to this First Amendment, including without limitation references to Exhibit A used in the definition of the term "Mortgaged Properties" set forth therein.

§ 1.4 As used in the Mortgage the terms "Mortgage", "this Mortgage", "this instrument", "hereof", "hereby", and terms of similar import shall refer to the entire Mortgage and not merely to the Original Mortgage, the term "Mortgaged Properties" shall refer collectively to the Mortgaged Properties described in the Original Mortgage and to the Additional Mortgaged Properties described herein, and the term "Collateral" shall refer collectively to the Collateral described in the Original Mortgage and to the Additional Collateral described herein.

§ 1.5 As used in Paragraph 5.22 of Article V of the Mortgage the term "Effective Date" shall mean August 1, 1983, with respect to the Mortgaged Properties desribed in Exhibit A to the Original Mortgage, and shall mean June 1, 1985 with respect to the Additional Mortgaged Properties described in Exhibit A-1 to this First Amendment.

§ 1.6 Joe D. Jeter is hereby removed as Trustee under the Mortgage and discharged from any and all liability thereunder,

and Robert F. Miller, Jr. is hereby appointed as successor Trustee thereunder in his stead, and there is hereby vested in the same all of the right, estate and title of Joe D. Jeter in and to all of the Mortgaged Properties (as defined in the Mortgage). Henceforth, Robert F. Miller, Jr. shall succeed to all of the rights, powers, privileges, immunities and duties previously conferred upon Joe D. Jeter as Trustee under the Mortgage.

ARTICLE II

MISCELLANEOUS

§ 2.1 To allow the proper indexing and recording of this First Amendment in the States of Montana, North Dakota, Oklahoma, South Dakota, Utah and Wyoming, there is attached hereto as Exhibit A a set of descriptions of the properties subject to the Original Mortgage which are located in the States of Montana, North Dakota, Oklahoma, South Dakota, Utah and Wyoming.

§ 2.2 Schedule 1 and Exhibits A and A-1 are integral parts hereof and reference thereto is made for all purposes. Any representations or warranties of Grantor made in Exhibit A-1 shall constitute representations and warranties made by Grantor in the Mortgage.

§ 2.3 The Original Mortgage, as supplemented and amended hereby, is hereby approved, confirmed and ratified in all respects. All rights, powers and duties of the Lender, the Trustee and Grantor with respect to the Additional Mortgaged Properties described in Exhibit A-1 hereto shall be governed by the terms of the Mortgage. All representations and warranties of Grantor in the Original Mortgage are hereby repeated, remade and incorporated herein by this reference for the benefit of the Lender, on and as the date hereof, except to the extent changed by the transactions contemplated by this First Amendment.

§ 2.4 Except as expressly amended hereby, the Original Mortgage shall remain in full force and effect. Nothing in this First Amendment releases any right, claim, lien, security interest or entitlement of the Lender or the trustee created by or contained in the Original Mortgage nor releases the Grantor from any covenant, warranty, or obligation created by or contained in the Original Mortgage.

§ 2.5 This First Amendment is being executed in several counterparts, all of which are identical, except that, to facilitate recordation (i) in certain counterparts hereof there is included only that portion of Exhibit A-1 which contains specific descriptions of the Additional Mortgaged Properties located in the recording jurisdiction in which each such particular counterpart is to be recorded, and (ii) in certain counterparts hereof there is included only that portion of Exhibit A which is a prerequisite to recordation in the tract index of a particular recording jurisdiction, and all other portions of Exhibits A and A-1 are included by reference only. All of such counterparts together constitute one and the same instrument. Complete copies of this First Amendment containing the entire Exhibit A and Exhibit A-1 have been retained by Grantor and the Lender.

IN WITNESS WHEREOF, this First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement is executed by each of the parties hereto on the dates set out below in their respective acknowledgements, to be effective for all purposes as of June 1, 1985.

Witnesses to Signatures of Grantor:

Elaine Murdock

Kay M. Tibbetts

ARAPAHO PETROLEUM, INCORPORATED

By: John K Boyd Jr.
Name: ROBERT K. BOYD, JR.
Title: VP

ATTEST:

Milton L. Zentmyer, Secretary

[SEAL]

The address of Grantor is:

7409 S. Alton Court
Englewood, Colorado 80112
Attention: Robert K. Boyd, Jr.

ARAPAHO ENERGY, INC.

By: John K Boyd Jr.
Name: ROBERT K. BOYD, JR.
Title: VP

ATTEST:

Milton L. Zentmyer, Secretary

[SEAL]

Witnesses to Signature of Noteholder:

Deborah K McMillan

Dorothy H Byorck

The address of the Noteholder is:

Pacific and Ervay Streets
Post Office Box 225961
Dallas, Texas 75265
Attention: Energy Banking Group

REPUBLICBANK DALLAS, NATIONAL ASSOCIATION

By: J M Mercurio
Name: JAMES M. MERCURIO
Title: VICE PRES.

ATTEST:

D. M. Laycock
Name: D. M. LAYCOCK
Title: ASST. VICE PRES.

[SEAL]

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a Notary Public duly qualified, commissioned, sworn and acting in and for the State and County aforesaid and residing in such State and County, and being authorized in such State and County to take acknowledgments, hereby certify that on July 9, 1985, there personally appeared before me James M. Mercurio Vice President of RepublicBank Dallas, National Association, a national banking association, known to me to be such officer, such association being a party to the foregoing instrument:

(Colorado) The foregoing instrument was acknowledged before me by such person as the designated officer of such association, authorized by the Board of Directors of such association to act on behalf of such association.

(Louisiana) Before me appeared such person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of such national banking association, and that said instrument was signed in behalf of said association by authority of its Board of Directors and such person acknowledged said instrument to be the free act and deed of said association.

(Montana) Before me personally appeared such person, known to me to be the designated officer of such national banking association, which association executed the within instrument, and acknowledged to me that such association executed the same.

(New Mexico) The foregoing instrument was acknowledged before me this date by such person, the designated officer of such association, on behalf of such association.

(New York) Before me personally came such person, to me known, who being by me duly sworn, did depose and say that he resides at Pacific and Ervay Streets, Dallas, Texas 75201, that he is the designated officer of such national banking association, the national banking association described in and which executed the above instrument, and that he signed his name thereto by order of the Board of Directors of such association.

(North Dakota) Before me personally appeared such person, the designated officer of such association, on behalf of such association.

(Ohio) Before me, a notary public, in and for said county, personally appeared such person, known to me to be the person who, as the designated officer of such national banking association, the national banking association which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said association as such officer; that the same is his free act and deed as such

officer, and the act and deed of such association; that he was duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the seal of said association.

(Oklahoma) Before me personally appeared such person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the designated officer of such association, and 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 such association, for the uses and purposes therein set forth.

(South Dakota) Before me, personally appeared such person, who acknowledged himself to be the designated officer of such national banking association, and acknowledged that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such association by himself as such officer.

(Texas) The foregoing instrument was acknowledged before me by such person as the designated officer of such association, on behalf of such association.

(Utah) Personally appeared before me such person, who, being by me duly sworn, did say that he is the designated officer of such national banking association, that said instrument was signed in behalf of said association by authority of a resolution of its Board of Directors, and did acknowledge to me that said association executed the same.

(Wyoming) The foregoing instrument was acknowledged by such person whose name is subscribed to such instrument as the designated officer of such national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

Glenda G. Duncan
Notary Public in and for the
State of Texas

My commission expires:
GLENDA G. DUNCAN, Notary Public
State of Texas
My Commission Expires 9-20-85
(Notary's Seal)

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

BE IT REMEMBERED THAT I, the undersigned authority, a Notary Public duly qualified, commissioned, sworn and acting in and for the State and County aforesaid and residing in such State and County to take acknowledgments, hereby certify that on 7-7-85, 1985, there personally appeared before me Robert K Boyd Jr., Vice Pres Finance of Arapaho Petroleum, Incorporated, a Colorado corporation, known to me to be such officer, such corporation being a party to the foregoing instrument:

(Colorado) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name and authorized by the Board of Directors of such corporation to act on behalf of such corporation.

(Louisiana) Before me appeared each such person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of the corporation specified opposite his name, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

(Montana) Before me personally appeared each such person, known to me to be the designated officer of the corporation specified opposite his name, which corporation executed the within instrument, and acknowledged to me that such corporation executed the same.

(New Mexico) The foregoing instrument was acknowledged before me this date by each such person, the designated officer of the corporation specified opposite his name, on behalf of such corporation.

(New York) Before me personally came each such person, to me known, who being by me duly sworn, did depose and say that he resides at 7409 S. Alton Court, Englewood, Colorado 80112, that he is the designated officer of the corporation specified opposite his name, the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the Board of Directors of such corporation.

(North Dakota) Before me personally appeared each such person as the designated officer of the corporation specified opposite his name, and acknowledged to me that such corporation executed the foregoing instrument.

(Ohio) Before me, a notary public, in and for said county, personally appeared each such person, known to me to be the person who, as the designated officer of the corporation specified opposite his name, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer;

that the same is his free act and deed as such officer, and the corporate act in deed of such corporation; that he was duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

(Oklahoma) Before me personally appeared each such person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the designated officer of the corporation specified opposite his name, and 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 such corporation, for the uses and purposes therein set forth.

(South Dakota) Before me, personally appeared each such person, who acknowledged himself to be the designated officer of the corporation specified opposite his name, and acknowledged that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

(Texas) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name on behalf of such corporation.

(Utah) Personally appeared before me each such person, who, being by me duly sworn, did say that he is the designated officer of the corporation specified opposite his name, that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and did acknowledge to me that said corporation executed the same.

(Wyoming) The foregoing instrument was acknowledged by each such person whose name is subscribed to such instrument as the designated officer of the corporation specified opposite his name.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal in the city of Englewood, Arapahoe County, Colorado, on the day and year first above written.

M. Stephen Rich
Notary Public in and for
the State of Colorado

My commission expires:

Address: ARAPAHO PETROLEUM, INC.
[illegible]
[illegible] COLORADO 80155

My Commission expires January 12, 1987

(Notary's seal)

NOTARY PUBLIC
STATE OF COLORADO

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

BE IT REMEMBERED THAT I, the undersigned authority, a Notary Public duly qualified, commissioned, sworn and acting in and for the State and County aforesaid and residing in such State and County and being authorized in such State and County to take acknowledgments, hereby certify that on 2-5-85, 1985, there personally appeared before me Robert K Biegler, Jr., Vice Pres Finance of Arapaho Energy, Inc., a Colorado corporation, known to me to be such officer, such corporation being a party to the foregoing instrument:

(Colorado) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name and authorized by the Board of Directors of such corporation to act on behalf of such corporation.

(Louisiana) Before me appeared each such person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of the corporation specified opposite his name, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

(Montana) Before me personally appeared each such person, known to me to be the designated officer of the corporation specified opposite his name, which corporation executed the within instrument, and acknowledged to me that such corporation executed the same.

(New Mexico) The foregoing instrument was acknowledged before me this date by each such person, the designated officer of the corporation specified opposite his name, on behalf of such corporation.

(New York) Before me personally came each such person, to me known, who being by me duly sworn, did depose and say that he resides at 7409 S. Alton Court, Englewood, Colorado 80112, that he is the designated officer of the corporation specified opposite his name, the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the Board of Directors of such corporation.

(North Dakota) Before me personally appeared each such person as the designated officer of the corporation specified opposite his name, and acknowledged to me that such corporation executed the foregoing instrument.

(Ohio) Before me, a notary public, in and for said county, personally appeared each such person, known to me to be the person who, as the designated officer of the corporation specified opposite his name, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer;

that the same is his free act and deed as such officer, and the corporate act in deed of such corporation; that he was duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

(Oklahoma) Before me personally appeared each such person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the designated officer of the corporation specified opposite his name, and 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 such corporation, for the uses and purposes therein set forth.

(South Dakota) Before me, personally appeared each such person, who acknowledged himself to be the designated officer of the corporation specified opposite his name, and acknowledged that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

(Texas) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name on behalf of such corporation.

(Utah) Personally appeared before me each such person, who, being by me duly sworn, did say that he is the designated officer of the corporation specified opposite his name, that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and did acknowledge to me that said corporation executed the same.

(Wyoming) The foregoing instrument was acknowledged by each such person whose name is subscribed to such instrument as the designated officer of the corporation specified opposite his name.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal in the city of Englewood, Arapahoe County, Colorado, on the day and year first above written.

M. Stephe Peters

Notary Public in and for
the State of Colorado

Address ARAPAHO PETROLEUM, INC.
P. O. BOX 3438
ENGLEWOOD, COLORADO 80155

My commission expires:

My Commission expires January 12, 1987

(Notary's seal)

NOTARY PUBLIC STEPHE

Schedule 1

Attached to
and Made a Part of
First Amendment to Deed of Trust,
Mortgage, Assignment, Security
Agreement and Financing Statement

1. The Deed of Trust, Mortgage, Assignment, and Financing Statement dated July 29, 1983 executed by Borrower and Energy has been recorded as follows:

Recording Jurisdiction	Book and Page	Recording Date
Adams County, Colorado	#B458616, Bk. 2786 P. 967	09/06/83
Kiowa County, Colorado	#226654, Bk. 358 P. 641	08/25/83
Moffat County, Colorado	#290154, Bk. 531 P. 416	09/06/83
Rio Blanco County, Colorado	Bk. 431 P. 616	09/06/83
Washington County, Colorado	#763656, Bk. 821 P. 284	08/24/83
Sheridan County, Montana	#407732, Bk. 535 P. 1713	10/27/83
Lea County, New Mexico	#14271, Bk. 428 P. 582	08/24/83
Wyoming County, New York	#2710, Bk. 558 P. 124, Deed	08/29/83
Bowman County, North Dakota	Doc. #118425	09/06/83
Williams County, North Dakota	Doc. #454568, Microfilm	09/06/83
Washington County, Ohio	Bk. 436 P. 266	08/24/83
Beaver County, Oklahoma	Bk. 620 P. 688	09/02/83
Custer County, Oklahoma	#12134, Bk. 573 P. 836	09/06/83
Ellis County, Oklahoma	#9445, Bk. 413 P. 686	09/06/83
Garfield County, Oklahoma	#096628, Bk. 870 P. 141	08/25/83
Kingfisher County, Oklahoma	#7402, Bk. 820 P. 127	08/24/83
LeFlore County, Oklahoma	#7173, Bk. 804 P. 322	09/02/83
Major County, Oklahoma	#71083, Bk. 709 P. 304, Misc.	08/24/83
Okfuskee County, Oklahoma	#272456, Bk. 675 P. 1	09/01/83

Osage County, Oklahoma	#106828, Bk. 640 P. 955	08/24/83
Seminole County, Oklahoma	Bk. 1458 P. 153	08/24/83
Woodward County, Oklahoma	Bk. 807 P. 177	09/06/83
Harding County, South Dakota	#83-1021, Bk. 69 P. 29, Mtge.	09/06/83
Andrews County, Texas	#833958, Vol. 139 P. 1, Deed of Trust	08/31/83
Brazoria County, Texas	#29461, Bk. 845 P. 321	09/01/83
Calhoun County, Texas	#169965, Bk. 156 P. 773	09/01/83
Cass County, Texas	Bk. 191 P. 141	08/31/83
Edwards County, Texas	File #771, Vol. 62 P. 365, Deed of Trust	09/01/83
Gaines County, Texas	#4690, Bk. 154 P. 641	09/01/83
Maverick County, Texas	Bk. 128 P. 44, Deed of Trust	09/02/83
Parker County, Texas	Bk. 1264 P. 224	10/22/84
Pecos County, Texas	#12397, Bk. 209 P. 14	08/31/83
Schleicher County, Texas	Bk. 62 P. 237, Deed of Trust	09/01/83
Stephens County, Texas	Bk. 130 P. 595, Deed of Trust	09/01/83
Terry County, Texas	Bk. 128 P. 665	09/01/83
San Juan County, Utah	#1H01836, Bk. 652 P. 119	08/25/83
Campbell County, Wyoming	Bk. 699 P. 301, Photos	08/24/83
Sheridan County, Wyoming	#881430, Bk. 278 P. 121, Mtges.	09/02/83
Sublette County, Wyoming	Bk. 40 P. 333, Mtg.	09/06/83
Sweetwater County, Wyoming	#908112, Bk. 743 P. 1983	09/02/83
Weston County, Wyoming	Bk. 116 P. 498	08/25/83

EXHIBIT A-1

SUBLETTE COUNTY, WYOMING

1. Fogarty Creek #15-28-114 and #22-28-114 Wells

An overriding royalty interest equal to .00415 of 8/8ths of the oil, gas and other minerals produced, saved and sold from the following described land under and pursuant to U.S. Lease No. W-2120, dated effective November 1, 1966, from United States of America as Lessor to Philadelphia Oil Company of California as Lessee, covering the lands described below but limited to all depths below the top of the Gannett formation, being the same as the stratigraphic equivalent of a top log at 9,630 feet in the Humble Hoback #2 Well in Section 15, T28N, R115W, 6th P.M.:

T28N, R114W, 6th P.M., Sublette County, Wyoming

Section 15: SW/4
Section 22: SW/4

Overriding Royalty Interest: .00415

2. Fogarty Creek #16-28-114 Well

An overriding royalty interest equal to .00415 of 8/8ths of the oil, gas and other minerals produced, saved and sold from the following described land under and pursuant to Wyoming State Lease No. 66-5165 dated effective March 2, 1966, from State of Wyoming as Lessor to Mrs. Etta Mandel as Lessee, covering the lands described below but limited to all depths below the top of the Gannett formation, being the same as the stratigraphic equivalent of a top log at 9,630 feet in the Humble Hoback #2 Well in Section 15, T28N, R115W, 6th P.M.:

T28N, R114W, 6th P.M., Sublette County, Wyoming

Section 16: S/2

Overriding Royalty Interest: .00415

3. Fogarty Creek #21-28-114 Well

An overriding royalty interest equal to .00335 of 8/8ths of the oil, gas and other minerals produced, saved and sold from the following described land under and pursuant to U.S. Lease No. W-11603 dated effective April 1, 1968, from United States of America as Lessor to J. E. Joujou-Roche as Lessee, covering the lands described below but limited to all depths below the top of the Gannett formation, being the same as the stratigraphic equivalent of a top log at 9,630 feet in the Humble Hoback #2 Well in Section 15, T28N, R115W, 6th P.M.:

T28N, R114W, 6th P.M., Sublette County, Wyoming

Section 21: E/2

Overriding Royalty Interest: .00335

4. Fogarty Creek #28-28-114 Well

(a) An overriding royalty interest equal to .00495 of 8/8ths of the oil, gas and other minerals produced, saved and sold from the following described land under and pursuant to U.S. Lease No. W-20038 created pursuant to notice of segregation dated July 11, 1969, which amended U.S. Lease No. W-17208 dated March 1, 1969 from United States of America as Lessor to Edna M. Jones as Lessee, covering the lands described below but limited to all depths below the top of the Gannett formation, being the same as the stratigraphic equivalent of a top log at 9,630 feet in the Humble Hoback #2 Well in Section 15, T28N, R115W, 6th P.M.:

T28N, R114W, 6th P.M., Sublette County, Wyoming

Section 28: E/2 NE/4, NW/4 NE/4, NW/4 SE/4

Overriding Royalty Interest: .00495

(b) An overriding royalty interest equal to .00975 of 8/8ths of the oil, gas and other minerals produced, saved and sold from the following described land under and pursuant to U.S. Lease No. W-2121 dated effective November 1, 1966, from United States of America as Lessor to Belco Petroleum Corporation as Lessee, covering the lands described below but limited to all depths below the top of the Gannett formation, being the same as the stratigraphic equivalent of a top log at 9,630 feet in the Humble Hoback #2 Well in Section 15, T28N, R115W, 6th P.M.:

T28N, R114W, 6th P.M., Sublette County, Wyoming

Section 28: SW/4 NE/4

Overriding Royalty Interest: .00975

5. Fogarty Creek #32-28-114 Well

An overriding royalty interest equal to .00495 of 8/8ths of the oil, gas and other minerals produced, saved and sold from the following described land under and pursuant to U.S. Lease No. W-17208 dated March 1, 1969, from United States of America as Lessor to Edna M. Jones as Lessee, covering the lands described below but limited to all depths below the top of the Gannett formation, being the same as the stratigraphic equivalent of a top log at 9,630 feet in the Humble Hoback #2 Well in Section 15, T28N, R115W, 6th P.M.:

T28N, R114W, 6th P.M., Sublette County, Wyoming

Section 32: Lots 16, 17, 18, 19 and 20

Overriding Royalty Interest: .00495

6. Fogarty Creek #33-28-114 Well

An overriding royalty interest equal to .00625 of 8/8ths of the oil, gas and other minerals produced, saved and sold from the following described land under and pursuant to U.S. Lease No. W-20039 created pursuant to notice of segregation dated July 11, 1969, which amended U.S. Lease No. W-17208 dated March 1, 1969, from United States of America as Lessor to Edna M. Jones as Lessee, covering the lands described below but limited to all depths below the top of the Gannett formation, being the same as the stratigraphic equivalent of a top log at 9,630 feet in the Humble Hoback #2 Well in Section 15, T28N, R115W, 6th P.M.:

T28N, R114W, 6th P.M., Sublette County, Wyoming

Section 33: SW/4 NE/4

Overriding Royalty Interest: .00625

EXHIBIT A

SUBLETTE COUNTY, WYOMING

DEER HILL

An undivided working interest equal to 22.08% of the oil, gas, casinghead gas, and other minerals and hydrocarbons in, under and that may be produced, saved and sold from the following described land situated in Sublette County, Wyoming:

> The Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section 23, Township 30 North, Range 113 West, Sublette County, Wyoming;

under and pursuant to an Oil and Gas Lease from the United States of America, as Lessor, to PetroSearch, Inc., as Lessee, bearing Serial No. EV - 024966A, dated August 8, 1949, recorded in Book 46, Page 514, Records of Sublette County, Wyoming.

Undivided Working Interest	.2208
Revenue Interest	.187999

FOGARTY CREEK 9-21

An overriding royalty interest equal to 7.5% of the oil, gas, casinghead gas, and other minerals and hydrocarbons in, under and that may be produced, saved and sold from the following described land situated in Sublette County, Wyoming:

> The East Half (E/2) of Section 21, Township 28 North, Range 114 West, Sublette County, Wyoming;

under and pursuant to an Oil and Gas Lease from the United States of America, as Lessor, to J. E. Joujon-Roche, as Lessee, bearing Serial No. WY - 11603, dated April 1, 1968, recorded in Book ____, Page _____, Records of Sublette County, Wyoming.

Revenue Interest: .075000

FOGARTY CREEK 1 - 32

An overriding royalty interest equal to 18.6224% of the oil, gas, casinghead gas, and other minerals and hydrocarbons in, under and that may be produced, saved and sold from the following described land situated in Sublette County, Wyoming:

> Lots 16, 17, 18, 19 and 20, of Section 32, Township 28 North, Range 114 West, Sublette County, Wyoming;

under and pursuant to an Oil and Gas Lease from the United States of America, as Lessor, to Edna M. Jones, as Lessee, bearing Serial No. WY - 17208, dated March 1, 1969,

[redacted] [redacted] [redacted]

recorded in Book 55, Page 626, Records of Sublette County, Wyoming.

Revenue Interest: .186224

FOGARTY CREEK 6-16

An overriding royalty interest equal to 4.8% of the oil, gas, casinghead gas, and other minerals and hydrocarbons in, under and that may be produced, saved and sold from the following described land situated in Sublette County, Wyoming:

The South Half (S/2) of Section 16,
Township 28 North, Range 114 West,
Sublette County, Wyoming.

under and pursuant to an Oil and Gas Lease from the United States of America, as Lessor, to Etta Mandel, as Lessee, bearing Serial WY - 66 - 5165, dated March 2, 1966, recorded in Book ___, Page __, Records of Sublette County, Wyoming.

Revenue Interest: .048000

FOGARTY CREEK #1-8

An undivided 2.1729% interest in the above well located in the Fogarty Creek Unit, more particularly described as:

Township 28 North, Range 114 West, 6th P.M.
Section 8: S/2SW/4

Undivided Working Interest	.021729
Revenue Interest	.019316

FOGARTY CREEK #2-16

An undivided 2.1729% interest in the above well located in the Fogarty Creek Unit, more particularly described as:

Township 28 North, Range 114 West, 6th P.M.
Section 16: NW/4

Undivided Working Interest	.021729
Revenue Interest	.019316

FOGARTY CREEK #4-17

An undivided 2.1729% interest in the above well located in the Fogarty Creek Unit, more particularly described as:

Township 28 North, Range 114 West, 6th P.M.
Section 17: W/2SE

Undivided Working Interest	.021729
Revenue Interest	.019316

FOGARTY CREEK #8-20

An undivided 2.1729% interest in the above well located in the Fogarty Creek Unit, more particularly described as:

Township 28 North, Range 114 West, 6th P.M.
Section 20: NE/4SE/4

Undivided Working Interest	.021729
Revenue Interest	.019316

WHEN RECORDED RETURN TO
RepublicBank Dallas
P. O. BOX 225961
DALLAS, TEXAS 75265
ATTN: PETROLEUM & MINERALS DEPT.

JSM

[redacted] [redacted] [redacted]

FIRST AMENDMENT TO DEED OF TRUST, MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

This First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement (this "First Amendment") entered into as of June 1, 1985 from Arapaho Petroleum, Incorporated, a Colorado corporation ("Borrower"), Arapaho Energy, Inc., a Colorado corporation ("Energy"), and Arapaho Ventures, Incorporated, a Texas corporation (such corporation being herein called "Ventures", and Borrower, Energy and Ventures being herein collectively called "Grantor") to Robert F. Miller, Jr., as Trustee (herein called "Trustee") for the benefit of RepublicBank Dallas, National Association, a national banking association, formerly named Republic National Bank of Dallas (herein called the "Bank"),

W I T N E S S E T H:

WHEREAS, Borrower and the Bank executed that certain Loan Agreement dated March 21, 1980 (herein called the "Original Loan Agreement") pursuant to which the Bank agreed to make loans to Borrower in an amount not to exceed $10,000,000, such loans being evidenced by that certain Promissory Note dated March 21, 1980 (herein called the "Original Note") made by Borrower to the order of the Bank and maturing March 31, 1987; and

207643

WHEREAS, the Original Loan Agreement has been amended and restated in its entirety by a First Restated Loan Agreement dated April 22, 1985 (herein called the "Loan Agreement") between Borrower and the Bank and the Original Note has been renewed and extended by a Promissory Note of even date with the Loan Agreement (herein called the "Note") made by Borrower to the order of the Bank in the principal amount of $10,000,000 and maturing March 31, 1991; and

WHEREAS, in order to secure Borrower's obligations under the Original Loan Agreement and the Original Note, Grantor has executed in favor of the Bank a Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement dated March 21, 1980 (as amended to the date hereof, herein called the "Original Mortgage") covering certain oil and gas properties and interests described therein and recorded as described in Schedule 1 attached hereto and made a part hereof (herein called "Schedule 1"), reference to the Original Mortgage and the record thereof being hereby made for all purposes (the Original Mortgage, as amended by this First Amendment and as otherwise from time to time amended or supplemented, is herein called the "Mortgage"); and

RECORDED ... 1985 ... PAGE 97 ... COUNTY CLERK ... IN BOOK ... COUNTY CLERK ... FEES ... SUBLETTE

WHEREAS, Energy and Ventures and certain other subsidiaries of Borrower have executed a Guaranty dated March 21, 1980 by which they guaranteed the payment and performance of all obligations of Borrower to the Bank, which Guaranty has been amended and restated in its entirety by a Guaranty dated April 22, 1985 (herein called the "Guaranty") executed by Energy and Ventures and certain other subsidiaries of Borrower for the benefit of the Bank; and

WHEREAS, the parties hereto wish to amend the Original Mortgage to expressly describe the obligations of Borrower under the Loan Agreement and the Note and the obligations of Energy and Ventures under the Guaranty as part of the obligations secured thereby;

NOW THEREFORE, to secure payment of the indebtedness secured by the Mortgage and the performance of the covenants and obligations contained herein and in the Mortgage, and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Trustee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

AMENDMENT TO ORIGINAL MORTGAGE

§ 1.1 Sections 1.1 and 1.2 of the Original Mortgage are hereby amended to read in their entirety as follows:

"1.1. This Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement (herein called the "Mortgage") is made to secure and enforce the payment of the following promissory note, obligations, indebtedness and liabilities:

(a) All indebtedness now or hereafter incurred or arising pursuant to the provisions of that certain First Restated Loan Agreement dated as of April 22, 1985 between Arapaho Petroleum, Incorporated and RepublicBank Dallas, National Association, a national banking association, formerly named Republic National Bank of Dallas (herein called the "Bank"), which agreement amends and restates in its entirety that certain Loan Agreement dated March 21, 1980 between the same parties, and all supplements to such First Restated Loan Agreement and amendments or modifications thereof, and all agreements given in substitution therefor or in renewal or extension thereof, in whole or in part (such First Restated Loan Agreement as the same may from time to time be supplemented, amended or modified, and all other agreements given in substitution therefor or in renewal or extension thereof, in whole or in part, being herein called the "Loan Agreement");

(b) That certain promissory note dated April 22, 1985 in the principal amount of Ten Million Dollars ($10,000,000) made by Arapaho Petroleum, Incorporated payable to the order of the Bank on or before March 31, 1991 (such promissory note extending and renewing that certain promissory note dated March 21, 1980 made by Arapaho Petroleum, Incorporated payable to the order of the Bank on or before March 31, 1987), bearing interest as therein provided and containing a provision for the payment of a reasonable additional amount as attorneys' fees, and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part (such notes and all other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, being hereinafter called the "Note", and the Bank and all subsequent holders of the Note or any part thereof or any interest therein or any of the "secured indebtedness", as hereinafter defined, being herein called the "Noteholder");

(c) All indebtedness incurred or arising under the provisions of that certain Guaranty dated April 22, 1985 executed by Arapaho Energy, Inc., Arapaho Ventures, Incorporated, Arapaho Ventures of New York, Inc. and Pipeline Systems, Inc. in favor of the Bank (which guaranty amends and restates in its entirety that certain Guaranty dated March 21, 1980 made by the same parties), and all supplements thereto and amendments, modifications and restatements thereof, and all agreements given in substitution therefor or in extension or renewal thereof, in whole or in part (such guaranty, as the same may from time to time be supplemented, amended or modified, and all guaranties or other agreements given in substitution therefor or extension thereof, in whole or in part being herein called the "Guaranty");

(d) All indebtedness now or hereafter incurred or arising pursuant to or permitted by the provisions

of the Note, the Guaranty, the Loan Agreement, this Mortgage or any other instrument now or hereafter evidencing, governing or securing the "secured indebtedness" (as hereinafter defined) or any part thereof or otherwise executed in connection with the loan evidenced by the Note and the Loan Agreement (the Note, the Loan Agreement, the Guaranty, this Mortgage and such other instruments being herein sometimes collectively called the "Loan Documents"); and

(e) All other loans and future advances made by the Noteholder to Arapaho Petroleum, Incorporated and all other debts, obligations and liabilities of Arapaho Petroleum, Incorporated of every kind and character now or hereafter existing in favor of the Noteholder, whether direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to the Noteholder or to a third party and subsequently acquired by the Noteholder, it being contemplated that Grantor may hereafter become indebted to the Noteholder for such further sum or sums.

1.2. The indebtedness referred to in Section 1.1 and all renewals and extensions thereof and all substitutions therefor are hereinafter sometimes referred to as the "secured indebtedness" or the "indebtedness secured hereby"."

§ 1.2 As used in the Mortgage the terms "Mortgage", "this Mortgage", "this instrument", "hereof", "hereby", and terms of similar import shall refer to the entire Mortgage and not merely to the Original Mortgage.

§ 1.3 Lowell G. Winkler is hereby removed as Trustee under the Mortgage and discharged from any and all liability thereunder, and Robert F. Miller, Jr. is hereby appointed as successor Trustee thereunder in his stead, and there is hereby vested in the same all of the right, estate and title of Lowell G. Winkler in and to all of the Mortgaged Properties (as defined in the Mortgage). Henceforth, Robert F. Miller, Jr. shall succeed to all of the rights, powers, privileges, immunities and duties previously conferred upon Lowell G. Winkler as Trustee under the Mortgage.

ARTICLE II

MISCELLANEOUS

§ 2.1 To allow the proper indexing and recording of this First Amendment in the States of Oklahoma and Wyoming, there is attached hereto as Exhibit A a set of descriptions of the properties subject to the Original Mortgage which are located in the States of Oklahoma and Wyoming.

§ 2.2 Schedule 1 and Exhibit A are integral parts hereof and reference thereto is made for all purposes.

§ 2.3 The Original Mortgage, as supplemented and amended hereby, is hereby approved, confirmed and ratified in all respects. All representations and warranties of Grantor in the Original Mortgage are hereby repeated, remade and incorporated herein by this reference for the benefit of the Bank, on and as the date hereof, except to the extent changed by the transactions contemplated by this First Amendment.

§ 2.4 Except as expressly amended hereby, the Original Mortgage shall remain in full force and effect. Nothing in this First Amendment releases any right, claim, lien, security interest or entitlement of the Bank or the Trustee created by or contained in the Original Mortgage nor releases the Grantor from any covenant, warranty, or obligation created by or contained in the Original Mortgage.

§ 2.5 This First Amendment is being executed in several counterparts, all of which are identical, except that, to facilitate recordation in certain counterparts hereof there is included only that portion of Exhibit A which is a prerequisite to recordation in the tract index of a particular recording jurisdiction, and all other portions of Exhibit A are included by reference only. All of such counterparts together constitute one and the same instrument. Complete copies of this First Amendment containing the entire Exhibit A have been retained by Grantor and the Bank.

IN WITNESS WHEREOF, this First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement is executed by each of the parties hereto on the dates set out below in their respective acknowledgements, to be effective for all purposes as of June 1, 1985.

ARAPAHO PETROLEUM, INCORPORATED

By: _____
Name: ROBERT K. BOYD, JR.
Title: VP

ATTEST:

_____
Milton L. Zentmyer, Secretary

[SEAL]

ARAPAHO ENERGY, INC.

By: _____
Name: ROBERT K. BOYD, JR.
Title: VP

ATTEST:

_____
Milton L. Zentmyer, Secretary

[SEAL]

ARAPAHO VENTURES, INCORPORATED

By: _____
Name: ROBERT K. BOYD, JR.
Title: VP

ATTEST:

_____
Milton L. Zentmyer, Secretary

[SEAL]

REPUBLICBANK DALLAS,
NATIONAL ASSOCIATION

By: _____
Name: JAMES M. MERCURIO
Title: VICE PRES.

ATTEST:

_____
Name: D. M. LAYCOCK
Title: ASST VICE PRES.

[SEAL]

The address of Grantor is:

7409 S. Alton Court
Englewood, Colorado 80112
Attention: Robert K. Boyd, Jr.

The address of the Noteholder is:

Pacific and Ervay Streets
Post Office Box 225961
Dallas, Texas 75265
Attention: Energy Banking Group

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a Notary Public duly qualified, commissioned, sworn and acting in and for the State and County aforesaid and residing in such State and County, and being authorized in such State and County to take acknowledgments, hereby certify that on July 9, 1985, there personally appeared before me James M. Mercurio, Vice President of RepublicBank Dallas, National Association, a national banking association, known to me to be such officer, such association being a party to the foregoing instrument:

(Colorado) The foregoing instrument was acknowledged before me by such person as the designated officer of such association, authorized by the Board of Directors of such association to act on behalf of such association.

(Oklahoma) Before me personally appeared such person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the designated officer of such association, and 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 such association, for the uses and purposes therein set forth.

(Texas) The foregoing instrument was acknowledged before me by such person as the designated officer of such association, on behalf of such association.

(Wyoming) The foregoing instrument was acknowledged by such person whose name is subscribed to such instrument as the designated officer of such national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

Glenda G. Duncan
Notary Public in and for the
State of Texas

My commission expires:
GLENDA G. DUNCAN, Notary Public
State of Texas
My Commission Expires 9-20-85
(Notary's seal)

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

BE IT REMEMBERED THAT I, the undersigned authority, a Notary Public duly qualified, commissioned, sworn and acting in and for the State and County aforesaid and residing in such State and County and being authorized in such State and County to take acknowledgments, hereby certify that on 7-5-95, 1985, there personally appeared before me Robert K. Boyd, Jr., Vice President-Finance of Arapaho Petroleum, Incorporated, a Colorado corporation, known to me to be such officer, such corporation being a party to the foregoing instrument:

(Colorado) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name and authorized by the Board of Directors of such corporation to act on behalf of such corporation.

(Oklahoma) Before me personally appeared each such person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the designated officer of the corporation specified opposite his name, and 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 such corporation, for the uses and purposes therein set forth.

(Texas) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name on behalf of such corporation.

(Wyoming) The foregoing instrument was acknowledged by each such person whose name is subscribed to such instrument as the designated officer of the corporation specified opposite his name.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal in the city of Englewood, Arapahoe County, Colorado, on the day and year first above written.

Kay M. Faber
Notary Public in and for
the State of Colorado

Address: [redacted]
[redacted]OLEUM, INC
[redacted] BOX 3438
[redacted]NGLEWOOD, COLORADO 80155

My commission expires:

4-4-99

(Notary's seal)

NOTARY PUBLIC

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

BE IT REMEMBERED THAT I, the undersigned authority, a Notary Public duly qualified, commissioned, sworn and acting in and for the State and County aforesaid and residing in such State and County to take acknowledgments, hereby certify that on 7-5-85, 1985, there personally appeared before me Robert K. Boyd, Jr, Vice President-Finance of Arapaho Energy, Inc., a Colorado corporation, known to me to be such officer, such corporation being a party to the foregoing instrument:

(Colorado) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name and authorized by the Board of Directors of such corporation to act on behalf of such corporation.

(Oklahoma) Before me personally appeared each such person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the designated officer of the corporation specified opposite his name, and 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 such corporation, for the uses and purposes therein set forth.

(Texas) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name on behalf of such corporation.

(Wyoming) The foregoing instrument was acknowledged by each such person whose name is subscribed to such instrument as the designated officer of the corporation specified opposite his name.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal in the city of Englewood, Arapahoe County, Colorado, on the day and year first above written.

Kay M. Felber
Notary Public in and for
the State of Colorado

Address: E. INC
NGLEWOOD, COLORADO 80155

My commission expires:

4-4-89

(Notary's seal)

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

BE IT REMEMBERED THAT I, the undersigned authority, a Notary Public duly qualified, commissioned, sworn and acting in and for the State and County aforesaid and residing in such State and County, and being authorized in such State and County to take acknowledgments, hereby certify that on 11-5-85, 1985, there personally appeared before me Robert K. Boyd, Jr., Vice President-Finance of Arapaho Ventures, Incorporated, a Texas corporation, known to me to be such officer, such corporation being a party to the foregoing instrument:

(Colorado) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name and authorized by the Board of Directors of such corporation.

(Oklahoma) Before me personally appeared each such person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the designated officer of the corporation specified opposite his name, and 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 such corporation, for the uses and purposes therein set forth.

(Texas) The foregoing instrument was acknowledged before me by each such person as the designated officer of the corporation specified opposite his name on behalf of such corporation.

(Wyoming) The foregoing instrument was acknowledged by each such person whose name is subscribed to such instrument as the designated officer of the corporation specified opposite his name.

IN WITNESS WHEREOF, I have hereunto set my hand and official Seal in the city of Englewood, Arapahoe County, Colorado, on the day and year first above written.

Kay M. Felts
Notary Public in and for
the State of Colorado

Address: ARAPAHO PETROLEUM, INC
BOX 3438
ENGLEWOOD, COLORADO 80155

My commission expires:

4-4-89

(Notary's seal)

Schedule 1

Attached to
and Made a Part of
First Amendment to Deed of Trust,
Mortgage, Assignment, Security
Agreement and Financing Statement

The Deed of Trust, Mortgage, Assignment and Financing Statement dated March 21, 1980 executed by Borrower, Energy and Ventures has been recorded as follows:

Recording Jurisdiction	Book and Page	Recording Date
Adams County, Colorado	Bk. 2709 P. 786	1/14/83
Kiowa County, Colorado	#225129 Bk. 355 P. 842	1/17/83
Moffat County, Colorado	#285534 Bk. 522 P. 536	1/14/83
Rio Blanco County, Colorado	#209775 Bk. 425 P. 497	1/14/83
Washington County, Colorado	#760186 Bk. 810 P. 80	1/14/83
Beaver County, Oklahoma	#F0312 Bk. 603 P. 692	1/14/83
Custer County, Oklahoma	#575 Bk. 539 P. 611	1/14/83
Ellis County, Oklahoma	#6127 Bk. 402 P. 53	1/17/83
Garfield County, Oklahoma	#83296 Bk. 844 P. 341	1/14/83
Kingfisher County, Oklahoma	#522 Bk. 798 P. 925	1/14/83
LeFlore County, Oklahoma	#444 Bk. 789 P. 163	1/14/83
Osage County, Oklahoma	#100293 Bk. 629 P. 10	1/21/83
Woodward County, Oklahoma	#5194 Bk. 757 P. 71	1/13/83
Andrews County, Texas	#830183 Vol. 134 P. 728	1/13/83
Brazoria County, Texas	Vol. 809 P. 330	1/17/83
Calhoun County, Texas	#166394 Vol. 152 P. 1044	1/17/83
Cass County, Texas	#291 Vol. 186 P. 745	1/17/83
Edwards County, Texas	#175 Vol. 60 P. 733	1/17/83
Gaines County, Texas	#272 Vol. 150 P. 687	1/17/83

Recording Jurisdiction	Book and Page	Recording Date
Maverick County, Texas	Vol. 122 P. 500	1/14/83
Parker County, Texas	#59296 Bk. 1173 P. 1216	1/17/83
Pecos County, Texas	Vol. 203 P. 846	1/14/83
Schleicher County, Texas	#51943 Vol. 57 P. 109	1/17/83
Stephens County, Texas	#269 Vol. 126 P. 827	1/12/83
Natrona County, Wyoming	#344696	1/14/83
Sublette County, Wyoming	#194334 Bk. 39 P. 139	1/17/83
Sweetwater County, Wyoming	#891877 Bk. 737 P. 1335	1/14/83
Weston County, Wyoming	#482739 Bk. 109 P. 54	1/14/83

EXHIBIT A

SUBLETTE COUNTY, WYOMING

DEER HILL

An overriding royalty interest equal to 10.3999% of the oil, gas, casinghead gas, and other minerals and hydrocarbons in, under and that may be produced, saved and sold from the following described land situated in Sublette County, Wyoming:

> The Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section 23, Township 30 North, Range 113 West, Sublette County, Wyoming;

under and pursuant to an Oil and Gas Lease from the United States of America, as Lessor, to PetroSearch, Inc., as Lessee, bearing Serial No. EV - 024966A, dated August 8, 1949, recorded in Book 46, Page 514, Records of Sublette County, Wyoming.

Revenue Interest: .103999

FOGARTY CREEK 9-21

An overriding royalty interest equal to 7.5% of the oil, gas, casinghead gas, and other minerals and hydrocarbons in, under and that may be produced, saved and sold from the following described land situated in Sublette County, Wyoming:

> The East Half (E/2) of Section 21, Township 28 North, Range 114 West, Sublette County, Wyoming;

under and pursuant to an Oil and Gas Lease from the United States of America, as Lessor, to J. E. Joujon-Roche, as Lessee, bearing Serial No. WY - 11603, dated April 1, 1968, recorded in Book ____, Page _____, Records of Sublette County, Wyoming.

Revenue Interest: .075000

FOGARTY CREEK 1 - 32

An overriding royalty interest equal to 18.6224% of the oil, gas, casinghead gas, and other minerals and hydrocarbons in, under and that may be produced, saved and sold from the following described land situated in Sublette County, Wyoming:

> Lots 16, 17, 18, 19 and 20, of Section 32, Township 28 North, Range 114 West, Sublette County, Wyoming;

under and pursuant to an Oil and Gas Lease from the United States of America, as Lessor, to Edna M. Jones, as Lessee, bearing Serial No. WY - 17208, dated March 1, 1969,

recorded in Book 55, Page 626, Records of Sublette County, Wyoming.

Revenue Interest: .186224

FOGARTY CREEK 6-16

An overriding royalty interest equal to 4.8% of the oil, gas, casinghead gas, and other minerals and hydrocarbons in, under and that may be produced, saved and sold from the following described land situated in Sublette County, Wyoming:

The South Half (S/2) of Section 16,
Township 28 North, Range 114 West,
Sublette County, Wyoming.

under and pursuant to an Oil and Gas Lease from the United States of America, as Lessor, to Etta Mandel, as Lessee, bearing Serial WY - 66 - 5165, dated March 2, 1966, recorded in Book ___, Page __, Records of Sublette County, Wyoming.

Revenue Interest: .048000

WHEN RECORDED RETURN TO
RepublicBank Dallas
P. O. BOX 225961
DALLAS, TEXAS 75265
ATTN: PETROLEUM & MINERALS DEPT.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Stanley W. Peters and Nancy Joy Peters, 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 One Hundred Seven Thousand and no/100---------- Dollars ($107,000.00) with interest as evidenced by a promissory note dated July 18, 1985 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 $ 107,000 + Int. ~~on the first day of each month~~ XXXXXX, 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 November 15, 1985 hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lot 18, Friendly Creek Subdivision, 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.

207672

RECORDED July 22 1985 11:20 A.M.
IN BOOK 44 Mtg PAGE 109
FEES $8.00 Lois J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McInnis

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:

3-10-86
Mtg Rec Book 13, Page 142

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 [redacted]te and all other obligations, di[redacted] contingent, of any maker or end[redacted]reof to payee sh[redacted] become due and payable immediately without notice or demand

contained, [redacted]le of the then indebtedness secured [redacted] inclusive of principal, interest, arre[redacted]ound rents, if a[redacted]s, assessments, water charges, expe[redacted], 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 Nancy Joy Peters wife of the said Stanley W. Peters 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 July , 19 85.

In the presence of--

(X) Stanley W. Peters

(X) Nancy Joy Peters

THE STATE OF WYOMING
COUNTY OF Sublette } ss:

On this 18th day of July 19 85, before me personally appeared Stanley W. Peters & Nancy Joy Peters 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 18th day of July , A. D. 19 85 .

(Seal)

My commission expires
September 1, 1985

Notary Public.

Frontier Printing & Mailing Co
Cheyenne

MORTGAGE DEED---FORM NO. 4½

112

Released BK. 14 Rel. Pg. 534

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GERALD FLUGEL and BONNIE FLUGEL, husband and wife,

of Box 71, Pinedale, 82941,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty Thousand and N0/100 ($30,000.00) ---------- Dollars, due 7-15-90 with interest from 7-2-85 at the rate of sixteen (16%) per cent per annum, payable monthly ~~XXXXXX~~ evidenced by One (1) promissory note, of even date herewith, payable in 60 equal monthly payments of $729.55 each, which include interest at the rate of 16% per annum; first said payment due 8/15/85 and on the 15th 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

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

Lots Eighteen (18) and Nineteen (19) of the Industrial Site, Sublette County, Wyoming, as the same appear 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; 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.

207682

RECORDED July 22, 1985 3:01 PM
IN BOOK 44 Misc PAGE 112
FEES $6.00 Jean S. Yonk 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 15 day of July A. D. 19 85.

In the presence of

/s/ Gerald Flugel
GERALD FLUGEL

/s/ Bonnie Flugel
BONNIE FLUGEL

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Gerald Flugel and Bonnie Flugel ,

, ,

this 15 day of July , 19 85 .

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 } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

1-4 Recd RC 15 Rel 8/21/93

MORTGAGE

The undersigned, Richard A. Trost and Esther J. Trost, husband and wife

("mortgagors", whether one or more), of Natrona County, State of Wyoming, to secure the payment of Forty Two Thousand and No/100 ($ 42,000.00), due July 15, 1990 with interest thereon at the rate of 4.00 over Bank of Casper Base Rate Floating percent per year (said sum, and the interest thereon, being herein referred to as the "indebtedness"), payable in 60 equal consecutive monthly instalments of $1,004.70 each beginning August 15, 1985 and continuing on the same day of each month thereafter until paid in full

in accordance with the provisions of that certain promissory note, dated July 16, 1985, hereby mortgage and warrant to the BANK OF CASPER, a state banking corporation, of Casper, Wyoming, ("mortgagee"), the following described real estate, including the improvements thereon, the rents, issues and profits therefrom, and the benefits and privileges appurtenant thereto (all being referred to herein as the "premises") situate in Sublette County, State of Wyoming, to-wit:

Lot A29, Boulder Lake Country Estates, Amended 4th Filing,

Sublette County, Wyoming.

207705

RECORDED July 24 1985 3:00 P M
IN BOOK 44 Misc PAGE 114
FEES $4.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Mortgagors agree to pay the indebtedness according to the terms of said promissory note, and, during the life of this mortgage, to pay all taxes and assessments on the premises and to keep the improvements thereon insured against fire and other hazards in a sum not less than ($) by such insurance as mortgagee may approve, with the proceeds thereof made payable to mortgagee. If mortgagors fail to pay such taxes or assessments or fail to keep the premises insured, mortgagee may pay the same and may insure the premises, and all sums paid by mortgagee for such purposes shall be added to and considered as a part of the indebtedness and shall draw interest at the same rate.

If default occurs in the payment of the indebtedness or in the payment of any installment thereof, or if default occurs in any of the covenants and agreements hereof, then the whole indebtedness shall, at mortgagee's option, become due and payable forthwith, and mortgagee may foreclose this mortgage either by advertisement and sale of the premises as provided by statute, or by an action in equity. Out of the proceeds of any foreclosure sale, mortgagee shall retain or receive all sums due to it hereunder, and the costs of foreclosure and sale, including attorney fees in an amount equal to ten percent of the indebtedness remaining unpaid at the time of such sale, the same to be taxed as costs in any equitable action brought to foreclose this mortgage.

To fully assure mortgagee the benefit of the security interest in the premises granted to it hereunder, mortgagors hereby assign to mortgagee all rents hereafter payable for the use and occupancy of the premises by any person in possession thereof with mortgagors' consent. If default occurs in any of the covenants and agreements herein contained, whether or not mortgagee elects to foreclose this mortgage on account thereof, mortgagee shall at once be entitled, and is hereby authorized, to collect the rents from the premises and to apply the same to the payment of the indebtedness secured hereby until such default is remedied.

In the event of foreclosure of this mortgage upon default, mortgagee shall be entitled to the possession and enjoyment of the premises and the incident rents, issues, and profits thereof from the time of such default and for and during the pendency of foreclosure proceedings and the period of redemption, if any. If mortgagors should fail to surrender such possession to mortgagee promptly upon its request therefor, mortgagee may compel delivery thereof by an ejectment action or other civil proceeding appropriate to that purpose. Furthermore, and in addition to the remedies otherwise provided for in this mortgage and by law, and as a matter of right, without regard to the solvency or insolvency of mortgagors, the value of the premises, or the sufficiency thereof to discharge the indebtedness and costs of foreclosure and sale, mortgagee shall be entitled to a receiver for the premises and the rents, issues and profits thereof from the time of default to the expiry of any redemptive period provided by law. Such receiver may be appointed by any court of competent jurisdiction upon ex parte application, without notice, notice being hereby waived and the appointment of a receiver upon such application being hereby consented to by mortgagors.

Mortgagors hereby relinquish and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 16th day of July, 1985.

MORTGAGORS:

Richard A. Trost

Esther J. Trost

STATE OF WYOMING }
COUNTY OF NATRONA } ss.

The foregoing instrument was acknowledged before me by Richard A. Trost and Esther J. Trost this 16th day of July, 1985.

Witness my hand and official seal.

Arlene M. Brow
Notary Public

My commission expires:

10/25/88

ARLENE M. BROW - Notary Public
County of [redacted] State of Wyoming
My Commission Expires Oct. 25, 1988

[redacted] Positio[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 ERIC MICHAEL BABCOCK, a/k/a ERIC M. BABCOCK, AND PARIS ANN BABCOCK, husband and wife,

residing in Sublette County, Wyoming, whose post office address is Box 1269 Pinedale, Wyoming 82941, herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601 and

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
7/24/85	$49,700.00	11.375%	7/24/2018

207721

RECORDED July 24 1985 4:55 P M
IN BOOK 44 Misc PAGE 115
FEES 10.00 Laura York COUNTY CLERK
SUBLETTE COUNTY CLERK Kathleen McGuire

(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 3, 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; and to 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 Sublette County Clerk on 12/04/82, Book 41 of Miscellaneous, page 279.

Rlsd BK 25 Rel Pg 154 8-2-05

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 24th day of July, 19 85.

Eric Michael Babcock
Eric M. Babcock
Eric Michael Babcock a/k/a Eric M. Babcock

Paris Ann Babcock
Paris Ann Babcock

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Eric Michael Babcock a/k/a Eric M. Babcock, and Paris Ann Babcock

, this 24th day of July, 19 85.

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

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Rodney S. Bennett, Jr., a married man herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of One Hundred Seventy Seven Thousand & no/100-------Dollars ($177,000.00 with interest as evidenced by a promissory note dated June 28, 1985 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 95 installments of $ 1,863.16 + Int. each month beginning July 28, 19 85, 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 May 28, 1993, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Twenty-Two (22), Townsite of Marbleton, Sublette County, Wyoming as the same appears on the Official 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; and SUBJECT TO: prior mineral reservations of record.

This mortgage is given in consideration of that certain promissory note of like amount executed by Rodney S. Bennett Jr., dba Skyline Tires in favor of First Wyoming Bank, N.A.-Big Piney.

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.

207731

RECORDED July 25 1985 3:00 P M
IN BOOK 44 Mtg PAGE 119
FEES $8.00 Sara J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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:

Rlsd. BK 17 pg 349 5/17/95

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 ris[redacted]note and all other obligations, [redacted]r contingent, of any maker or en[redacted]hereof [redacted] shall become due and payable immedi[redacted]ithout notice or demand.

of any installment thereon, or any part thereof, or any other sum payable to the Mortgagee as herein contained, then [redacted] of the then indebtedness secured hereby [redacted] inclusive of principal, interest, arrearages [redacted] and 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 LaRue C. Bennett wife of the said Rodney S. Bennett, Jr. 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 28th day of June, 19 85

In the presence of—

Rodney S. Bennett Jr.

LaRue C. Bennett

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 28th day of JUNE 19 85, before me personally appeared RODNEY S. BENNETTJI AND LA RUE C. BENNETT 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 28th day of JUNE, A. D. 19 85.

KATHLEEN A. KING SUBLETTE COUNTY NOTARY PUBLIC (Seal)

My commission expires JANUARY 10, 1987

Kathleen A. King
Notary Public.

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Frontier Printing, Cheyenne

RISE Book 12, Page 779

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MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Joel M. Eskelsen & Joyce A. Eskelsen, 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 Five Thousand and no/100----------Dollars ($ 55,000.00 with interest as evidenced by a promissory note dated July 22, 1985 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 $55,000.00 + Int. each on the ~~[illegible]~~ 30th of September, 1985, ~~[illegible]~~ 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 September 30, 1985.
hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lot 1, Little Piney Subdivision, 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.

207732

RECORDED July 25 1985 3:00 PM
IN BOOK 44 MTG PAGE 122
FEES $ 5.00 Dorothy J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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:

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 to payee shall become due and payable immediately without notice or demand.

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 Joyce A. Eskelsen wife of the said Joel M. Eskelsen 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 July , 19 85

In the presence of--

Joel M. Eskelsen

Joyce A. Eskelsen

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 22nd day of July 1985, before me personally appeared Joel M. Eskelsen and Joyce A. Eskelsen to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notary seal, this 22nd day of July , A. D. 19 85 .

My commission expires:
September 1, 1985

Notary Public.

Frontier Printing

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gail Thomas Fields and Kathryne Fields, 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 Sixty Three Thousand Four Hundred & no/100------ Dollars ($ 63,400.00) with interest as evidenced by a promissory note dated April 26, 1985 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 $ 68,458.10 each month, each installment to be applied [illegible] due October 22, 1985, hereby mortgages to said Mortgagee, the following-described real estate situated in County, State of Wyoming, to wit:

Lot Nine (9), Cross Lazy Two Subdivision, Sublette County, Wyoming as the same appears of record on the official map or plat thereof 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 to prior mineral of record.

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

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.

207733

RECORDED July 25 1985 3:00 PM
IN BOOK 44 Misc PAGE 125
FEES $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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:

Re-rec'd BK. 13 RLS. 611

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 [redacted] ote and all other obligations, d[redacted] contingent, [redacted]any maker or en[redacted]ereof to payee shall become due and payable immediately without notice or demand.

contained [redacted] ie of the then indebtedness secured [redacted] inclusive of principal, interest, arr[redacted]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 Katheryne Fields wife of the said Gail Thomas Fields 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 26th day of April , 19 85

In the presence of—

Gail Thomas Fields

X Katheryne Fields

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 25th day of April 19 85, before me personally appeared Gail Thomas & Katheryne Fields 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 26th day of April , A. D. 1985 .

(Seal)

My commission expires

September 1, 1985

Notary Public.

Frontier Printing & Mailing Co.
—Cheyenne—

128 Released BK 13 RLS pg 605

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Tomassi and Sons Rental, a general partnership consisting of Vincenzo L. Tomassi and Anthony G. Tomassi herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Thirty Five Thousand and no/100---------- Dollars ($35,000.00) with interest as evidenced by a promissory note dated July 11, 1985 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 $35,000.00 ~~XXXXXXXX~~ ~~XXXXXXXX~~ each ~~XXXXXXXXXXXXXXXX~~ ~~XXXXXX~~ ~~XX~~, 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 7th day of January, 1986. hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

See Schedule "A" and Schedule "B" attached hereto and incorporated herein by this reference.

This Mortgage is given in consideration of that certain promissory note of even date and like amount executed by Louie Tomassi and Emma Mae Tomassi in favor of First Wyoming Bank, N.A.-Big Piney. This mortgage will remain in effect for all extensions and renewals hereafter.

207734

RECORDED July 25 1985 3:00 PM
IN BOOK 44 Misc PAGE 128
FEES $ 6.00 Louise J. Clark 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:

[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) have hereunto set our hand(s) this 11th day of July , 19 85 .

In the presence of--

(X) _____

(X) Anthony G. Tomassi
Anthony G. Tomassi

_____

_____

THE STATE OF WYOMING,
County of Sublette } ss:

On this 11th day of July , 19 85 , before me personally appeared Anthony G. Tomassi & Vincenzo L. Tomassi to me known to be the person desctibed in and who executed the foregoing instrument, and acknowleged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and my seal this 11th day of July , A. D. 1985 .

My commission expires
September 1, 1985

Notary Public.

"SCHEDULE A"

THAT PART OF THE NE¼NE¼ OF SECTION 31, T30N, R111W, 6TH P.M., SUBLETTE COUNTY, WYOMING described as follows:

Commencing at the NE corner of said Section 31 where is found a red quartzite stone 20" x 18" x 8" marked -S and on E and mound of stone; thence, S.48°46'W., 1118.0 feet to a point which is the northeast corner of a tract of land of record in the Office of the Clerk of Sublette County in Book 9 of Deeds, page 93; thence, S.00°24;W., 537.40 feet to point "A" which is the southeast corner of said tract of record; thence, S.87°00'E., 40.00 feet to point "B"; thence, N.00°24;E., 134.35 feet to point "C" which is the point of beginning of this tract; thence, S.87°00'E., 324 feet to a point; thence N.00°24'E., 134.35 feet to a point; thence, N.87°00'W., 324 feet to a point; thence, S.00°24'W., 134.35 feet to the point of beginning; AND, THAT PART OF THE NE¼NE¼ OF SECTION 31, T30N, R111W, 6TH P.M., SUBLETTE COUNTY, WYOMING described as follows:
Beginning at a point on the south line of said NE¼NE¼ of said Section 31 which is N.87°00'W., 154.40 feet from said NE¼NE¼ where is found a granite stone 16" x 12" x 13" marked 1/16 on W, BP on N, S on S, + top; thence continuing N.87°00'W., 324 feet along the said south line to a point; thence, N.00°24'E., 134.35 feet along tract that belonged to Jerry Hicks to a point; thence, S.87°00'E., 324 feet to a point; thence, S.00°24'W., 134.35 feet to the point of beginning.
TOGETHER WITH an easement for ingress and ingress to said conveyed property over and on the following described property, to-wit:

A TRACT OF LAND FORTY (40') FEET IN WIDTH AND HAVING AS ITS NORTH BOUNDARY A LINE DESCRIBED AS:

Commencing at the NE corner of Section 31, T30N, R111W, 6th P.M., Sublette County, Wyoming; thence S.48°46'W., 1118.0 feet to a point; thence S.00°24'W., 268.70 feet to the point of beginning, said point being the NW corner of this easement. Thence to a point located as follows: Commencing at the aforedescribed NW corner of this easement; thence S.00°24'W., 268.70 feet to a point; thence S.87°00'E., 40 feet to a point; thence N.00°24'E., 268.70 feet to the point of ending, said point being the NE corner of this easement.

This easement shall be appurtenant to and run with the real property conveyed in this deed.

Anthony A. Tomassi

CERTIFIED TO BE A TRUE COPY
OF ORIGINAL DOCUMENT

130 B

"SCHEDULE B"

That part of NE¼ NE¼, Section 31, T30N, R111W, Sublette County, Wyoming described as follows:

Commencing at the NE Corner of Section 31, T30N, R111W, 6th P.M.,
Thence S.48°46'W., 1118.0 feet to a point;
Thence S.00°24'W., 268.7 feet to the point of beginning of this parcel;
Thence S.00°24'W., 268.7 feet to a point on the south line of the said NE¼NE¼;
Thence N.87°00'W., 210.00 feet along said line to a point;
Thence N.00°22'E., 268.8 feet to a point;
Thence S.88°19'E., 210.0 feet to the point of beginning, containing and area of 1.26 acres, more or less as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

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

(X) _____

_____

CERTIFIED TO BE A TRUE COPY
OF ORIGINAL DOCUMENT

MORTGAGE

THIS MORTGAGE is made this 15th day of July, 19 85 between the Mortgagor, Richard Wenz and Georgia Wenz, husband and wife (herein "Borrower"), and the Mortgagee, First WY 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 Twenty Five Thousand and No/100---------- Dollars, which indebtedness is evidenced by Borrower's note dated July 15, 1985 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 11, 1986 ;

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

Lots 22, 23 and 24, Block 27, Marbleton Townsite, 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 Karavan Market, Inc. as evidenced by a Promissory Note of even date and like amount. This mortgage shall remain in effect for all extensions and renewals hereafter.

207735

RECORDED July 25 1985 3:00 P.M.
IN BOOK 44 Misc PAGE 131
FEES $10.00 Lois J Yale COUNTY CLERK
SUBLETTE 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.

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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 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 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.

Richard Wenz — Borrower

Georgia Wenz — Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this July 15, 1985 (date) by

RICHARD WENZ and GEORGIA WENZ

(person acknowledging)

My commission expires: September 1, 1985

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

[redacted] [redacted] [redacted]

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 25, 19 85. The mortgagor is John Marc Ross and Martha Lea Ross, Husband and Wife ("Borrower"). This Security Instrument is given to First Security Bank of Rock Springs, which is organized and existing under the laws of Wyoming, and whose address is 1400 Dewar Drive, Rock Springs, WY 82901 ("Lender"). Borrower owes Lender the principal sum of SIXTY FOUR THOUSAND DOLLARS AND NO/100---------- Dollars (U.S. $ 64,000.00). 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 August 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 Sublette County, Wyoming:

LOT 3, BLOCK 10, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

207764

RECORDED July 26 1985 3:00 PM
IN BOOK 44 Misc PAGE 135
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

which has the address of 416 Budd Avenue [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.

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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)]

[ ] 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.

John Marc Ross .....(Seal)
John Marc Ross —Borrower

Martha Lea Ross .....(Seal)
Martha Lea Ross —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING } SS:
COUNTY OF SWEETWATER }

I, Donna M. Ngai, a Notary Public in and for said county and state, do hereby certify that John Marc Ross and Martha Lea Ross, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their (his, her, their) free and voluntary act and deed and that they (he, she, they) executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 25 day of July, 19..85.

My Commission Expires: 8/8/87

NOTARY PUBLIC SWEETWATER COUNTY WYOMING

Donna M. Ngai (SEAL)
Notary Public

This instrument was prepared by.....

44771

61.50

ATTENTION of RECORDING OFFICERS: This instrument is a MORTGAGE OF BOTH REAL AND PERSONAL PROPERTY and is, among other things, a SECURITY AGREEMENT and a FINANCING STATEMENT. This instrument creates a lien on rights in or relating to lands or interests owned or leased by TRITON OIL & GAS CORP. that are described in Exhibit "A" hereto and is to be tract indexed with respect to all lands described in said Exhibit "A".

MORTGAGE, DEED OF TRUST,

ASSIGNMENT,

SECURITY AGREEMENT

AND

FINANCING STATEMENT

Dated as of July 11, 1985

TRITON OIL & GAS CORP.

to

Thomas P. Kellogg, Jr., as Trustee

and

Morgan Guaranty Trust Company of New York,
as Agent

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS
THIS INSTRUMENT CREATES A SECURITY INTEREST
COVERING FUTURE ADVANCES

Return recorded counterparts to:
Davis Polk & Wardwell
One Chase Manhattan Plaza
New York, New York 10005
Attn: Bradley Y. Smith

207801

RECORDED July 31 1985 8:00 A M
IN BOOK 44 Mtg PAGE 139
FEES $61.25 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Wyoming

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FINANCING STATEMENT

EXHIBIT A SUBJECT INTERESTS

MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT and FINANCING STATEMENT dated as of July 11, 1985 from Triton Oil & Gas Corp., a Texas corporation (the "Grantor") to Thomas P. Kellogg, Jr. of 23 Wall Street, New York, New York County, New York (the "Trustee") and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company, as Agent (the "Agent").

The parties hereto agree as follows:

The Grantor, located at 1000-Two Energy Square, 4849 Greenville Avenue, Dallas, Dallas County, Texas 75206 to secure payment and performance of the Obligation (as hereinafter defined), and for and in consideration of the sum of Ten Dollars ($10.00) cash and other valuable consideration in hand paid by the Agent for the Banks (the "Banks") listed in the Credit Agreement dated as of July 11, 1985 (as the same may be amended from time to time, the "Credit Agreement") among Triton Energy Corporation, a Texas corporation (the "Borrower"), the subsidiaries of the Borrower listed therein, the Banks and the Agent, and their respective successors and assigns, the receipt and adequacy of which are hereby acknowledged and for and in consideration of the debt and trusts hereinafter mentioned has GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, and CONVEY unto the Trustee and to his successors and assigns in this trust, with power of sale, the following real and personal properties, rights, titles, interests, and estates, whether now owned or hereafter acquired (herein collectively called the "Mortgaged Properties"):

Paragraph I. Oil and Gas Leases and Other Properties. All of those certain oil and gas or oil, gas and mineral leases, lands, interests, and other properties (all such leases being herein called the "Subject Leases," and all such leases, lands, interests and other properties being herein called the "Subject Interests") that are described or to which reference may be made on Exhibit A, attached to and made a part of this instrument for all purposes, and which is incorporated herein by reference as fully as if copied at length in the body of this instrument at this point.

Paragraph II. Pooled Interests. All rights, titles, interests, and estates now owned or hereafter acquired by the Grantor in and to (i) any and all properties now or hereafter pooled or unitized with any of the Subject Interests, and (ii) all presently existing or future unitization, communitization,

and pooling agreements and the units created thereby which include all or any part of the Subject Interests, including, without limitation, all units formed under or pursuant to any Laws (as hereinafter defined). The rights, titles, interests, and estates described in this Paragraph II shall also be included within the term "Subject Interests" as used herein.

Paragraph III. Hydrocarbons. All (i) mineral oil, including crude mineral oil, asphalt, ozokerite and all kinds of hydrocarbons and bitumens, both in solid and liquid form, in their natural state or obtained from natural gas by condensation or extraction, and (ii) mineral (or natural) gas, including all gaseous hydrocarbons produced from wells, wet mineral gas, associated gas, dissolved gas and nonassociated gas, and all other minerals, whether similar to the foregoing or not (herein collectively called "Hydrocarbons") now or hereafter accruing to or produced from the Subject Interests or to which the Grantor now or hereafter may be entitled as a result of or by virtue of its ownership of the Subject Interests.

Paragraph IV. Contracts. All present and future rights and benefits of the Grantor (including, without limitation, all rights to receive payments) under or by virtue of all present and future operating agreements, unit agreements, contracts for the purchase, exchange, processing, or sale of Hydrocarbons, and other contracts and agreements relating in any way to all or any part of the Mortgaged Properties as the same may be amended or supplemented from time to time (the "Subject Contracts").

Paragraph V. Other Property. All Hydrocarbons produced from or attributable to the Mortgaged Properties, and all accounts arising from the sale thereof; all tenements, hereditaments, appurtenances, and properties in any way appertaining, belonging, affixed, or incidental to the Mortgaged Properties, in which the Grantor now owns or hereafter may acquire, an interest, including, without limitation, any and all property, real or personal, in which the Grantor now owns or hereafter may acquire an interest which is situated upon or used or useful in connection with all or any part of the Mortgaged Properties and including all pipelines; gathering lines; trunk lines; lateral lines; pipeline easements and rights-of-way; compressor, dehydration, and pumping equipment, sites, and leases; pumps; compressors; dehydration units; separators, heater treaters; valves; flow lines; gauge meters; alarms; supplies; machinery; derricks; buildings; tanks; casings; tubing; rods; liquid extractors; engines; boilers; tools; pipes; appliances; cables; wires; surface leases; rights-of-

way; easements; servitudes; and franchises; and all additions, substitutes, and replacements for, and accessories and attachments to, any of the foregoing (all such surface leases, easements, licenses, rights-of-way, and franchises being herein called the "Subject Easements," and all tangible property described in the foregoing being herein called the "Personal Properties").

Paragraph VI. Other rights to Hydrocarbons. Any and all other rights, titles, estates, royalties, and interests (whether or not presently included within the Subject Interests) now owned or hereafter acquired by the Grantor (a) in and to all Hydrocarbons in and under and that may be produced and saved from the lands described on Exhibit A (the "Land") and (b) in and to all reversions, remainders, tolls, rents, revenues, issues, proceeds, earnings, income, and profits from the Land.

Paragraph VII. Insurance. All proceeds of and other rights relating to insurance payable by reason of the loss of or damage to the Mortgaged Properties or any part thereof.

Paragraph VIII. Products and Proceeds. All rights of the Grantor to the products and proceeds of all rights, titles and interests referred to in Paragraphs I through VII.

TO HAVE AND TO HOLD the Mortgaged Properties, togetner with all and singular the rights, privileges, contracts, and appurtenances now or hereafter at any time before the foreclosure or release hereof, in any way appertaining or belonging thereto, unto the Trustee and to his successors or substitutes hereunder and to their successors and assigns, forever, and the Grantor hereby binds and obligates the Grantor and the Grantor's Successors (as hereinafter defined) to warrant and forever defend, all and singular, the Mortgaged Properties unto the Trustee and to his successors or substitutes hereunder and to their successors and assigns, against the lawful claims of any and all persons whomsoever claiming, or to claim the same, or any part thereof, SUBJECT TO Permitted Liens (as hereinafter defined).

This conveyance is made in trust, however, upon the terms and provisions hereinafter set out to secure the full and final payment and performance of the Obligation.

To further secure the Obligation, and in addition to the aforesaid grant, the Grantor hereby grants to Morgan Guaranty Trust Company of New York, as the Agent for the Banks, a security interest in all of the Grantor's rights, titles, and

interests in and to the Mortgaged Properties insofar as such Mortgaged Properties consist of equipment, general intangibles, accounts, inventory, fixtures, and any and all other goods or personal property of any kind or character defined in and subject to the provisions of the applicable Uniform Commercial Code of each state where any of such Mortgaged Properties is situated (the "Code"), including the proceeds and products from any and all of such personal property. Upon the happening of any Default (as hereinafter defined), the Agent is and shall be entitled to all of the rights (as hereinafter defined) afforded a secured party by the applicable Code with respect to the personal property and fixtures in which the Agent has been granted a security interest herein, or the Trustee or the Agent may proceed as to both the real and personal property covered hereby in accordance with the rights granted under this Mortgage or applicable Law in respect of the real and personal property covered hereby. Such rights shall be cumulative and in addition to those granted the Trustee or the Agent under any other provision of this instrument or any other instrument executed in connection with or as security for the Obligation.

ARTICLE ONE

DEFINITIONS

Section 1.1. Definitions. The following terms, as used herein, shall have the meanings set forth in this Section:

"Agent" means Morgan Guaranty Trust Company of New York, in its capacity as agent for the Banks, and its successors and assigns.

"Banks" means the Banks parties to the Credit Agreement, and their respective successors and assigns.

"Borrower" has the meaning set forth in the granting clauses above.

"Code" means the applicable Uniform Commercial Code, if any, of each state where any of the Mortgaged Properties are situated.

"Commitment" has the meaning set forth in Section 1.01 of the Credit Agreement.

"Credit Agreement" has the meaning set forth in the granting clauses above.

"Default" has the meaning set forth in Section 4.1.

"Financing Documents" means the Credit Agreement, the Notes and the Security Documents.

"Grantor" has the meaning set forth in the granting clauses above.

"Grantor's Successors" means each and all of the immediate and remote successors, assigns, heirs, executors, administrators, and legal representatives of the Grantor.

"Hydrocarbons" has the meaning set forth in Paragraph III of the granting clauses above.

"Land" has the meaning given such term in Paragraph VI of the granting clauses above.

"Laws" means all applicable statutes, laws, ordinances, regulations, orders, writs, injunctions, or decrees of the United States or Canada or of any state, province, commonwealth, county, parish, municipality, or Tribunal.

"Lien" means any mortgage, lien, pledge, charge, security interest or encumbrance of any kind including, without limitation, the rights of a vendor, lessor or similar party under any conditional sale agreement or other title retention agreement or lease substantially equivalent thereto, and the rights of the holder of any production payment, advance payment or similar interests.

"Mortgage" has the meaning set forth in Section 2.1.

"Mortgaged Properties" has the meaning set forth in the granting clauses above.

"Mortgagors" means the Grantor and each other subsidiary of the Borrower that is a party to the Credit Agreement.

"Notes" means promissory notes of the Borrower, substantially in the form of Exhibit A to the Credit Agreement, evidencing the obligation of the Borrower to repay the loans made by a Bank to the Borrower under the Credit Agreement.

"Obligation" has the meaning set forth in Section 2.1.

"other security instrument" has the meaning set forth in Section 2.1.

"Permitted Liens" means Liens permitted under Section 5.08 of the Credit Agreement.

"Person" means any individual, firm, corporation, association, partnership, joint venture, company, trust, Tribunal, or other entity or organization.

"Personal Property" has the meaning set forth in Paragraph V of the granting clauses above.

"Prime-Based Rate" means a rate of interest based on the Prime Rate as provided in Section 2.04(a) of the Credit Agreement.

"Prime Rate" means the rate of interest publicly announced by Morgan Guaranty Trust Company of New York in New York City from time to time as its Prime Rate.

"Proceeds" has the meaning set forth in Section 5.1(a).

"Required Banks" means at any time Banks holding at least 66 2/3% of the aggregate unpaid principal amount of the Notes or, if no loans are at the time outstanding under the Credit Agreement, Banks having at least 66 2/3% of the aggregate amount of the Commitments.

"Sale" has the meaning set forth in Section 4.2(g).

"Security Documents" means (i) the Stock Pledge Agreement dated as of July 11, 1985 among Triton-North Sea, Inc., Triton Oil (Holdings) Pty. Limited and the Agent; (ii) the Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of July 11, 1985 among Triton Minerals & Royalty, Inc., Thomas P. Kellogg, Jr. as Trustee and the Agent; (iii) the Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of July 11, 1985 among Triton-North Sea, Inc., Thomas P. Kellogg, Jr. as Trustee and the Agent; (iv) the Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of July 11, 1985 among Triton Oil & Gas Corp., Thomas P. Kellogg, Jr. as Trustee and the Agent; (v) Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of July 11, 1985 among Triton Petroleum Limited, Thomas P. Kellogg, Jr. as Trustee and the Agent; (vi) the Mortgage, Deed of Trust, Assignment, Security Agreement and

Financing Statement dated as of July 11, 1985 among Triton Producing Company, Thomas P. Kellogg, Jr. as Trustee and the Agent; as the same may be amended from time to time; and (vii) any Future Mortgage (as defined in Section 1.1 of the Credit Agreement).

"Subject Contracts" has the meaning set forth in Paragraph IV of the granting clauses above.

"Subject Easements" has the meaning set forth in Paragraph V of the granting clauses above.

"Subject Interests" has the meaning set forth in Paragraphs I and II of the granting clauses above.

"Subject Leases" has the meaning set forth in Paragraph I of the granting clauses above.

"Taxes" means all taxes, assessments, fees, levies, imposts, duties, deductions, withholdings, or other similar charges from time to time or at any time imposed by any Law or any Tribunal.

"Tribunal" means any court or any governmental department, commission, board, bureau, agency, or instrumentality of the United States or Canada or of any state, commonwealth, nation, territory, possession, county, parish, province or municipality in the United States or Canada, whether now or hereafter constituted or existing.

"Trustee" initially has the meaning set forth in the granting clauses above and thereafter means the Person who is the duly appointed trustee or substitute trustee hereunder at the time in question.

ARTICLE TWO

SECURED OBLIGATION

SECTION 2.1. Obligations Secured. This Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement (collectively the "Mortgage") is made to secure and enforce the following note or notes, obligations, indebtedness, covenants, conditions, agreements, loans, advances, debts, and liabilities of the Borrower and the Mortgagors (collectively the "Obligation"):

(a) Credit Agreement. All obligations of the Borrower and the Mortgagors under the Credit Agreement, including without limitation the obligation to pay all sums payable thereunder (including attorneys fees) and to perform the covenants described therein, as may be evidenced in part by the notes described therein (the "Notes"), which Notes are in an aggregate principal amount of $30,000,000, bear interest at floating rates as provided therein, provide for the payment of principal, interest and other fees at the office of Morgan Guaranty Trust Company of New York, in New York, New York, as specified therein, and mature on June 1, 1991. Reference is made to the Notes and the Credit Agreement for all of their terms and provisions.

(b) Indebtedness Arising Under Security Instruments. All indebtedness, obligations, covenants, conditions, agreements and liabilities arising pursuant to the provisions of this Mortgage and any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or loan agreement of any kind now or hereafter existing as security for, executed in connection with, or related to the Obligation or any part thereof ("other security instrument") including, without limitation the Security Documents other than this Mortgage.

(c) Future Advances. All loans and advances which any Bank may hereafter make to the Borrower pursuant to the Credit Agreement.

(d) Renewals, Extensions, and Rearrangements. Any and all renewals, extensions or rearrangements of all or any part of the Notes, indebtedness, obligations, debts, loans, advances, covenants, agreements, and liabilities described or referred to in this Section.

(e) Enforcement Costs. All reasonable costs (including reasonable fees and disbursements of counsel) of enforcing the Financing Documents.

ARTICLE THREE

CERTAIN COVENANTS OF GRANTOR

The Grantor, for the Grantor and the Grantor's Successors, covenants and agrees to:

Section 3.1. Additional Documents. At any time, and from time to time, forthwith execute and deliver to the

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Agent and file and record wherever required or advisable any and all additional instruments, documents and further assurances, including, without limitation, financing and continuation statements, and do all other acts and things as may be required or advisable to (i) effect the intent of these presents, (ii) more fully evidence, preserve, protect and perfect the rights and Liens herein created or intended to be created and (iii) maintain the accuracy of the representations and warranties set forth in Sections 4.10 and 4.11 of the Credit Agreement as though made at all times.

Section 3.2. Principal Office. Maintain the chief executive office and place of business of the Grantor with all of the Grantor's records and files relating to the Mortgaged Properties in the county set forth in the initial paragraph of this Mortgage, except for those customarily maintained at the Mortgaged Properties; and maintain the Grantor's name, identity and corporate structure, and its right to do business in each jurisdiction where any part of the Mortgaged Properties is situated.

Section 3.3. Inspection of Mortgaged Properties. Allow the Agent and the Trustee to inspect the Mortgaged Properties and all records relating thereto or to the Obligation, and to make and take away copies of such records.

Section 3.4. Cure of Defects. If the validity or priority of this Mortgage or of any rights or Liens created or evidenced hereby with respect to the Mortgaged Properties or any material part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against the Grantor with respect thereto, give written notice thereof to the Agent promptly and, at the Grantor's own cost and expense, diligently endeavor to cure any defect that may be developed or claimed, and take all necessary and advisable action for the defense of such legal proceedings, including, but not limited to, the employment of counsel reasonably acceptable to the Agent, the prosecution or defense of litigation, and the release or discharge of all adverse claims, and the Trustee and the Agent, or either of them (whether or not named as parties to legal proceedings with respect thereto), are hereby authorized and empowered to take such additional action as in their reasonable judgment and discretion may be necessary or proper for the defense of any such legal proceedings, including, but not limited to, the prosecution or defense of litigation, and the compromise or discharge of any adverse claims made with respect to the Mortgaged Properties, and all reasonable expense so incurred of every kind and character shall be a demand obligation owing by

the Grantor to the Agent bearing interest at the Prime-Based Rate for overdue principal.

Section 3.5. Indemnification. Indemnify the Trustee, the Agent and the Banks and hold them harmless against any and all royalties and any and all liabilities, actions, claims, judgments, costs, charges, losses, Taxes, damages and expenses (including, without limitation, reasonable fees and disbursements of counsel) which may at any time be incurred by the Trustee, the Agent or any Bank in any way relating to (a) the ownership, production, handling, storage, transportation, refining, control or sale or other disposition of or interest in any Hydrocarbons (including, without limitation, any claim that Hydrocarbons were sold at a price in excess of that permitted by applicable law), (b) the validity or priority, or alleged validity or priority, of this Mortgage or any other Lien and (c) compromise, satisfaction, or discharge of any such claim, action, or judgment by the Trustee, the Agent or the Banks; and all related court costs and other reasonable expenses of every character incurred by the Trustee, the Agent or the Banks shall be demand obligations owing by the Grantor bearing interest at the Prime-Based Rate for overdue principal from the date of expenditure until paid by the the Grantor and shall be secured by this Mortgage.

ARTICLE FOUR

DEFAULTS AND REMEDIES

Section 4.1. Defaults. The term "Default" shall mean (a) the failure of the Borrower to pay (i) the principal of any Note when due or (ii) any interest or other amount payable under the Credit Agreement within three days of the due date thereof and (b) each of the other "Events of Default" described in Section 6.01 of the Credit Agreement.

Section 4.2. Remedies. If a Default shall occur and be continuing then, the Trustee or the Agent may, at its discretion (and the Trustee shall, at the request of the Agent or the Required Banks) do any one or more of the following to the extent permitted by applicable Law:

(a) Payment or Performance by the Trustee or the Agent. If the Grantor has failed to keep or perform any covenant whatsoever contained in this Mortgage or any other security instrument or any Financing Document, the Trustee or the Agent may, but shall not be obligated to any Person to, perform or attempt to perform such covenant, and any payment

made or expense incurred in the performance or attempted performance of any such covenant shall be a part of the Obligation, and the Grantor promises, upon demand, to pay to the Trustee or the Agent, as the case may be; at such place as the Trustee or the Agent may direct, all sums so advanced or paid by the Trustee or the Agent, as the case may be, with interest at the applicable Prime-Based Rate for overdue principal, from the date when paid or incurred by the Trustee or the Agent until paid by the Grantor to the Trustee or the Agent. No such payment by the Trustee shall constitute a waiver of any Default. In addition to the Liens hereof, the Trustee and the Agent shall be subrogated to all rights and Liens securing the payment of any debt, claim, Tax, or assessment for the payment of which the Trustee or the Agent may make an advance, or which the Trustee or the Agent may pay.

(b) Foreclosure. The Agent may request the Trustee to proceed with foreclosure, and in such event the Trustee is hereby authorized and empowered, and it shall be his special duty, upon such request of the Agent, and to the extent permitted by applicable Law, to sell all or any part of the Mortgaged Properties 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 applicable Law, or in the absence of any such requirement, as the Trustee may deem appropriate, and to make conveyance to the purchaser or purchasers thereof. Any sale of any part of the Mortgaged Properties shall be made in accordance with all requirements of applicable Law. Any such sale may be as a whole or in such parcels as the Trustee may select. After such sale, the Trustee shall make to the purchaser or purchasers thereunder good and sufficient deeds and assignments, in the name of the Grantor, conveying the Mortgaged Properties, or part thereof, so sold to the purchaser or purchasers with general warranty of title by the Grantor. Sale of a part of the Mortgaged Properties shall not exhaust the power of sale, but sales may be made from time to time until the Obligation is paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the Personal Property.

It is intended by each of the foregoing provisions of this subsection 4.2(b) that the Trustee may, after any request or direction by the Agent, sell not only the Subject Interests but also all other items constituting a part of the Mortgaged Properties, or any part thereof, all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Properties separately from the remainder of the Mortgaged Properties.

It is agreed that, in any deed or deeds given by the Trustee, any and all statements of fact or other recitals therein made as to the identity of the Agent, or as to the occurrence or existence of any Default, or as to the acceleration of the maturity of the Obligation, or as to the request to sell, notice of sale, time, place, terms, and manner of sale, and receipt, distribution, and application of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done by the Agent or by the Trustee, shall to the extent permitted by applicable Law be taken by all courts of law and equity as prima facie evidence that such statements or recitals state facts and are without further question to be so accepted, and the Grantor does hereby ratify and confirm any and all acts that the Trustee may lawfully do in the premises by virtue hereof.

In the event of the resignation or death of the Trustee, or his failure, refusal, or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or, at the option of the Agent, without cause, then the Agent may appoint, in writing, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers, and trusts herein granted to and vested in the Trustee. Such appointment may be made on behalf of the Agent by any person who is then the president, or a vice-president (executive, senior or assistant), or the cashier or secretary, or any other authorized officer or agent, of the Agent. In the event of the resignation or death of any such substitute trustee, or his failure, refusal, or inability to make such sale or perform such trusts, or, at the option of the Agent, without cause, successive substitute trustees may thereafter, from time to time, be appointed in the same manner.

(c) Suit. The Trustee or the Agent may proceed by suit or suits, at law or in equity, to enforce the payment and performance of the Obligation in accordance with the terms hereof and of the Notes or other instruments, documents, or other writings evidencing it, to foreclose the Liens and this Mortgage as against all or any part of the Mortgaged Properties, and to have all or any part of the Mortgaged Properties sold under the judgment or decree of a court of competent jurisdiction.

(d) Appointment of Receiver. The Trustee or the Agent, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud, or mismanagement on the part of the Grantor, and

without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of the Mortgaged Properties, or any part thereof, and of the income, rents, issues, and profits thereof.

(e) Possession of Mortgaged Properties. The Trustee or the Agent may enter upon the Land, take possession of the Mortgaged Properties, and remove the Personal Property, or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of the Trustee or the Agent, take possession of any property located on or in the Mortgaged Properties which is not a part of the Mortgaged Properties and hold or store such property at the Grantor's expense.

(f) Assemble Personal Property. The Trustee or the Agent may require the Grantor to assemble the Personal Property, or any part thereof, and make it available to the Trustee or the Agent at a place to be designated by the Trustee or the Agent which is reasonably convenient to the Grantor and the Trustee or the Agent, as the case may be.

(g) Disposition of Personal Property. After notification, if any, as hereafter provided in this subsection 4.2(g), the Trustee or the Agent may sell, lease, or otherwise dispose of, at the office of the Trustee or the Agent, or on the Land, or elsewhere, as chosen by the Trustee or the Agent, all or any part of the Personal Property, in its then condition, or following any commercially reasonable preparation or processing, and any sale, lease, or other disposition made pursuant to this subsection 4.2(g) (a "Sale") may be as a unit or in parcels, by public or private proceedings, and by way of one or more contracts, and, at any Sale, it shall not be necessary to exhibit the Personal Property, or any part thereof, being sold, leased, or otherwise disposed of. The Sale of any part of the Personal Property shall not exhaust the power of Sale of the Trustee and the Agent, but Sales may be made from time to time until the Obligation is paid and performed in full. Reasonable notification of the time and place of any public Sale pursuant to this subsectiop 4.2(g), or reasonable notification of the time after which any private Sale is to be made pursuant to this subsection 4.2(g), shall be sent to the Grantor and to any other person entitled under the applicable Code to notice. It is agreed that notice sent or given not less than ten calendar days prior to the taking of the action to which the notice relates, is reasonable notification and notice for the purposes of this subsection 4.2(g).

(h) Surrender of Insurance Policies. The Agent may surrender any insurance policies maintained pursuant to Section 5.10 of the Credit Agreement, or any part thereof, and receive and apply the unearned premiums as a credit on the Obligation, and, in connection therewith, the Grantor hereby appoints the Agent as the agent and attorney-in-fact for the Grantor to collect such premiums.

(i) Other Rights. The Agent and the Trustee shall each have and may exercise any and all other rights which each may have at law, or in equity, by virtue of any other security instrument, under the Code, pursuant to the Financing Documents or otherwise.

Section 4.3. Purchase of Mortgaged Properties by the Trustee, the Agent or any Bank. If the Trustee, the Agent or any Bank are the purchaser of the Mortgaged Properties, or any part thereof (and it is specifically agreed that the Trustee, the Agent or any Bank may be the purchaser of the Mortgaged Properties, or any part thereof, if permitted by applicable Law), at any sale thereof, whether such sale be under the power of sale hereinabove vested in the Trustee, or upon any other foreclosure of the Liens hereof, or otherwise, the Trustee, the Agent or such Bank shall, upon any such purchase, acquire good title to the Mortgaged Properties so purchased, free of the Liens of these presents.

Section 4.4. Operation of Properties by the Trustee or the Agent. Should any part of the Mortgaged Properties come into the possession of the Trustee or the Agent, whether before or after Default, the Trustee or the Agent may use or operate the Mortgaged Properties for the purpose of preserving them or their value, pursuant to the order of a court of appropriate jurisdiction, or in accordance with any other rights held by the Trustee or the Agent in respect of the Mortgaged Properties. The Grantor covenants promptly to reimburse and pay to the Trustee and the Agent (as the case may be), at such place as may be designated by the Trustee and the Agent, the amount of all reasonable expenses (including the cost of any insurance, Taxes, or other charges) incurred by the Trustee and the Agent (as the case may be) in connection with its custody, preservation, use, or operation of the Mortgaged Properties, together with interest thereon from the date incurred by the Trustee and the Agent until paid by the Grantor at the Prime-Based Rate for overdue principal, and all such expenses, costs, Taxes, interest, and other charges shall be a part of the Obligation. It is agreed, however, that the risk of accidental loss or damage to the Mortgaged Properties is on the Grantor, and neither the Trustee nor the Agent shall have any liability

whatever for decline or diminution in value of the Mortgaged Properties, nor for failure to obtain or maintain insurance, nor for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

Section 4.5. Possession of Property After Foreclosure. In case the Liens hereof shall be foreclosed by the Trustee's sale, or by other judicial or non-judicial action, the purchaser at any such sale shall receive, as an incident to his ownership, immediate possession of the property, or any part thereof, and, subsequent to foreclosure, the Grantor and the Grantor's Successors shall be considered as tenants at sufferance of the purchaser at foreclosure sale, and anyone occupying the property after demand made for possession thereof shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages claimed by any such person by reason thereof are hereby expressly waived.

Section 4.6. Application of Proceeds. The proceeds from any sale, lease, or other disposition made pursuant to this Article Four, or the proceeds from surrendering any insurance policies pursuant to subsection 4.2(h), or any proceeds of Hydrocarbons collected by the Agent pursuant to Article Five, or sums received pursuant to Section 6.5, or proceeds from insurance which the Agent elects to apply to the Obligation pursuant to Section 6.6, shall be applied by the Trustee or the Agent, as the case may be, first to the payment of all costs of enforcement and collection, second to amounts payable under the Obligation, and thereafter to the Grantor or as a court of competent jurisdiction may direct.

Section 4.7. Abandonment of Sale. In the event a foreclosure hereunder should be commenced by the Trustee in accordance with subsection 4.2(b), the Agent may at any time before the sale direct the Trustee to abandon the sale, and may then institute suit for the collection of the Obligation or for the foreclosure of the Liens hereof. If the Agent should institute a suit for the collection of the Obligation or for a foreclosure of the Liens hereof, it may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee to sell the Mortgaged Properties, or any part thereof, in accordance with the provisions of this Mortgage.

Section 4.8. Waiver of Appraisal and Redemption. To the full extent the Grantor may lawfully do so, the Grantor agrees that the Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any appraisal,

valuation, stay, extension or redemption Laws, now or hereafter in force, with respect to the enforcement of this Mortgage or the absolute sale of the Mortgaged Properties, or any part thereof, or the possession thereof by any purchaser at any such sale, but the Grantor, insofar as the Grantor now or hereafter may lawfully do so, hereby waives the benefit of all such Laws; provided, however, that the Grantor shall waive or not waive the appraisal of any of the Mortgaged Properties in accordance with the election of the Trustee or the Agent, such election to be made prior to or at the time judgment is rendered in any foreclosure of this Mortgage.

ARTICLE FIVE

ASSIGNMENT

Section 5.1. Additional Security. To additionally secure the Obligation, the Grantor has, effective as of 7:00 o'clock a.m., local time on July 1, 1985, at the site of each of the Subject Interests, ASSIGNED, TRANSFERRED, AND CONVEYED, and does hereby ASSIGN, TRANSFER AND CONVEY, unto the Agent, all of the following:

(a) All Hydrocarbons, and the proceeds therefrom and products obtained or processed therefrom (such proceeds and products being herein called "Proceeds"), produced and saved and to be produced and saved from the Mortgaged Properties.

(b) All Proceeds hereafter payable to or to become payable to the Grantor or to which the Grantor is entitled under all gas purchase, sales or exchange contracts, all oil, distillate, or condensate sales or exchange contracts, all gas transportation contracts, and all gas processing contracts now or hereafter a part of the Mortgaged Properties.

(c) All amounts, sums, revenues, and income which become payable to the Grantor from any of the Mortgaged Properties (including any after-acquired properties) or under any contract, present or future, relating to any gas pipeline system and processing plant or unit now or hereafter constituting a part of the Mortgaged Properties.

Section 5.2. Transfer Orders and Other Instruments.

(a) The Grantor hereby authorizes and empowers the Agent to demand, collect, and receive all Hydrocarbons and Proceeds, to endorse and cash any checks and drafts payable to the Grantor or the Agent for the account of the Grantor

received from or in connection with such Hydrocarbons and Proceeds 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 Hydrocarbons and Proceeds. The Grantor hereby authorizes and directs all pipeline companies, gathering companies, and others purchasing Hydrocarbons or having in their possession any Hydrocarbons or Proceeds, to pay and deliver to the order of the Agent upon the Agent's request all such Hydrocarbons and Proceeds. The Grantor agrees that all division orders, transfer orders, receipts, and other instruments which the Agent may from time to time execute and deliver for the purpose of collecting or receipting for Hydrocarbons or Proceeds may be relied upon in all respects, and that the same shall be binding upon the Grantor and the Grantor's Successors. The Grantor agrees to execute and deliver all necessary, convenient, and appropriate instruments, including transfer and division orders, which may be requested by the Agent in connection with the receipt by the Agent of Hydrocarbons or Proceeds.

(b) The Grantor agrees, immediately upon the occurrence of any Default, to execute such transfer orders, payment orders, division orders, and other instruments as may be needed by the Agent or requested by the Agent incident to having all assigned payments made direct to the Agent at its office in New York, New York. The Grantor hereby authorizes and directs all pipeline companies, purchasers, transporters, and other parties owing moneys to the Grantor under contracts herein assigned, to pay such amounts direct to the Agent as follows:

Morgan Guaranty Trust Company
of New York
23 Wall Street
New York, New York 10015
Attention: Petroleum Department

and such authorization shall continue until this Mortgage is released. The Agent is authorized to collect, receive, and receipt for all such amounts, and no party making payment shall have any responsibility to review the application of any funds paid to the Agent but shall be fully protected in making such payment to the Agent under the assignments herein contained. Should the Agent bring suit against any third party for collection of any amounts or sums included within this assignment (and the Agent shall have the right to bring any such suit), it may sue either in its own name or in the name of the Grantor.

Section 5.3. Payment of Proceeds. In the event that, for its convenience, the Agent should elect with respect

to particular properties or contracts not to exercise its right to receive Hydrocarbons or Proceeds pursuant to Section 5.2, then the purchasers or other persons obligated to make such payment shall continue to make payment to the Grantor until such time as written demand has been made upon them by the Agent that payment be made direct to the Agent. Such failure to notify shall not in any way waive the right of the Agent to receive any payments not theretofore paid out to the Grantor before the giving of written notice. In the event payments are made direct to the Agent, and then, at the request of the Agent payments are, for a period or periods of time, paid to the Grantor, the Agent shall nevertheless have the right, effective upon written notice, to require that future payments be again made to it.

Section 5.4. Proceeds Held in Trust by the Grantor. If under any gas purchase, sales or exchange agreements or products purchase, sales or exchange contracts, other than division orders or transfers orders, or under any gas transportation contract, any Proceeds are required to be paid by the purchaser or transporter direct to the Grantor so that under such agreements payment cannot be made to the Agent in the absence of foreclosure, then the Grantor's interest in all proceeds under such sales agreement and in all other Proceeds which for any reason may be paid to the Grantor shall, when received by the Grantor, constitute trust funds in its hands and shall be immediately paid over to the Agent, if the Agent has requested that such payments be delivered to it pursuant to Section 5.2.

Section 5.5. Limitation of Liability of the Trustee, the Agent, and the Banks. The Trustee, the Agent and the Banks are hereby absolved from all liability for failure to enforce collection of the proceeds and amounts assigned under Section 5.1 and from all other responsibility in connection therewith, except the responsibility to account to the Person legally entitled thereto (by application upon the Obligation or otherwise) for funds actually received.

ARTICLE SIX

MISCELLANEOUS

Section 6.1. Release of Mortgage. If (a) the Obligation is paid and performed in full in accordance with the terms of the Financing Documents and any other security instruments and documents and writings evidencing it, (b) the Commitments are terminated in accordance with the terms of the Credit

Agreement, and (c) the Grantor shall fully perform all of the Grantor's covenants contained herein, this conveyance shall be released at the Grantor's request and expense and the Trustee and the Agent hereby agree that they will execute and deliver all instruments reasonably requested by the Grantor to effect and record such release; otherwise, it shall remain in full force and effect, provided that no release hereof shall impair the Grantor's warranties and indemnities contained herein.

Section 6.2. Rights Cumulative. All rights and Liens herein expressly conferred are cumulative of all other rights and Liens in the Financing Documents or by law or in equity provided, or provided in any other security instrument, and shall not be deemed to deprive the Agent or the Trustee of any such other legal or equitable rights and Liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants, and terms of this Mortgage, the Credit Agreement, the Notes or any other security instruments, and the employment of any rights hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other rights.

Section 6.3. Waivers and Amendments. Any and all covenants in this Mortgage may by instrument in writing signed by the Grantor, the Trustee and the Agent (with the consent of the Required Banks) be waived or amended.

Section 6.4. Sale of Mortgaged Properties. In the event the Grantor or any of the Grantor's Successors conveys its interest in the Mortgaged Properties, or any part thereof, to any other party, the Agent or the Trustee may, without notice to the Grantor or the Grantor's Successors, deal with any owner of any part of the Mortgaged Properties with reference to this Mortgage and the Obligation, either by way of forbearance on the part of the Agent, or extension of time of payment of the Obligation, or release of all or any part of the Mortgaged Properties, or any other property securing payment and performance of the Obligation, without in any way modifying or affecting the Agent's rights and the Liens hereunder or the liability of the Grantor or any other party liable for payment and performance of the Obligation, in whole or in part.

Section 6.5. Condemnation Sale. The Agent or the Trustee shall be entitled to receive any and all sums which may be awarded or become payable to the Grantor for the condemnation of the Mortgaged Properties, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to the Grantor for damages caused by public works or

construction on or near the Mortgaged Properties. All such sums are hereby assigned to the Agent, and the Grantor shall, upon request of the Agent, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable the Agent to collect and receipt for any such sums. The Agent shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums.

Section 6.6. Insurance Proceeds. The Agent or the Trustee may collect the proceeds of any and all insurance that may become payable with respect to the Mortgaged Properties, or any part thereof, and, at its option, may use the same to rebuild or restore the improvements on the Mortgaged Properties or may apply the same to the Obligation in the order and manner set forth in Section 4.6 and may deduct therefrom any expenses incurred in connection with the collection or handling of such proceeds, it being understood that the Agent shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such proceeds.

Section 6.7. Waiver of Marshaling. To the extent permitted under applicable law, the Grantor hereby waives all rights of marshaling in event of any foreclosure of the Liens hereby created.

Section 6.8. Form of Mortgage. This instrument may be construed and enforced from time to time as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation, or contract, or any one or more of them as may be appropriate under applicable Laws, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth. Insofar as this instrument is a mortgage, the Grantor is the mortgagor and the Agent is the mortgagee, and the Agent is and shall be entitled to all of the rights afforded a mortgagee by applicable law with respect to the real property covered hereby. Insofar as this instrument is a security agreement and financing statement, the Grantor is the debtor and the Agent is the secured party. The addresses specified in Section 6.10 are the addresses of the debtor and secured party and information concerning the security interest may be obtained from the secured party at such address. Without in any manner limiting the generality of any of the foregoing provisions hereof: (a) some portions of the goods described or to which reference is made herein are or are to become fixtures on the Land described or to which reference is made herein; and (b)

this instrument is to be filed of record in the real estate records and the records of the Secretary of State of Texas as a financing statement but the failure to do so will not otherwise affect the validity or enforceability of this instrument.

Section 6.9. Headings. The captions, headings, and arrangements used in this Mortgage are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 6.10. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including telex or similar writing) and shall be given to such party at its address or telex number set forth on the signature pages hereof or such other address or telex number as such party may hereafter specify for the purpose by notice to each other party. Each such notice, request or other communication shall be effective (i) if given by telex, when such telex is transmitted to the telex number specified in this Section and the appropriate answerback is received, (ii) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when delivered at the address specified in this Section.

Section 6.11. Governing Law. This Mortgage is intended to be performed in the State of Wyoming and the substantive Laws of such State and of the United States of America shall govern the validity, construction, enforcement, and interpretation of this Mortgage. However, anything in this Mortgage to the contrary notwithstanding, the substantive laws of the State of New York relating to the validity, construction and interpretation of the Obligation and to usury and permissible interest and similar charges and amounts shall govern the construction of all aspects of the Obligation secured by this Mortgage.

Section 6.12. Invalid Provisions. If any provision of this Mortgage is invalid or unenforceable in part or in whole in any jurisdiction applicable to this Mortgage, then, to the extent permitted by applicable Law, (a) the other provisions thereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Agent and the Banks in order to carry out the intentions of the parties hereto as nearly as may be possible, and (b) the invalidity or unenforceability of such provision in any jurisdiction shall not affect the validity or enforceability thereof in any other jurisdiction. If the rights and Liens created by this Mortgage shall be invalid or unenforceable as to any part

of the Obligation, the unsecured portion of the Obligation shall be completely paid prior to the payment of the remaining and secured portion of the Obligation, and all payments made on the Obligation shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Obligation. If any provision of this Mortgage confers any right or benefit upon any party hereto which right or benefit shall be invalid or unenforceable in whole or in part under applicable Law, the parties hereto agree and intend that each such provision be construed to confer upon such party the maximum rights and benefits permitted by applicable Law.

Section 6.13. Multiple Counterparts. This Mortgage has simultaneously been executed in a number of identical counterparts, each of which shall be deemed an original, and all of which are identical except that in order to facilitate recordation, portions of Exhibit A hereto which describe Mortgaged Properties situated in counties other than the particular county in which a counterpart hereof is being recorded may be omitted from such counterpart. This instrument is executed, sealed, and attested by the Grantor's officers hereunto duly authorized.

Section 6.14. Binding Effect. This Mortgage is a valid and binding agreement of the Grantor binding upon the Grantor and the Grantor's Successors and shall inure to the benefit of the Trustee, the Agent and the Banks, and their respective successors and assigns, and the provisions hereof shall likewise be covenants running with the Land. The duties, covenants, conditions, obligations, and warranties of the Grantor in this Mortgage shall be joint and several obligations of the Grantor and the Grantor's Successors. Each and every party who signs this Mortgage, other than the Trustee or the Agent, and each and every subsequent owner of the Mortgaged Properties, or any part thereof, jointly and severally covenants and agrees that he or it will perform, or cause to be performed, each and every condition, term, provision, and covenant of this Mortgage.

Section 6.15. Appointment of Co-Agents. At any time or times, in order to comply with any legal requirement in any jurisdiction, the Agent may appoint another bank or trust company or one or more other persons, either to act as co-agent or co-agents, jointly with the Agent, or to act as separate agent or agents on behalf of the Banks, with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment.

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IN WITNESS WHEREOF, this instrument is executed as of the 11th day of July, 1985, which shall be deemed the date hereof whether this instrument is actually signed on said date or before or after said date.

ATTEST:

By _____
Title: Secretary

[SEAL]

ATTEST:

By _____
Title: Assistant Secretary

[SEAL]

TRITON OIL & GAS CORP.

By _____
Title: W. H. MALOCH, JR.

1000-Two Energy Square
4849 Greenville Avenue
Dallas, Dallas County, Texas 75206
Attention:
Telex number: 730454

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Agent

By _____
Title: Assistant Vice President
Michael M. Errichetti

23 Wall Street
New York, New York 10015
Attention: Petroleum Department
Telex number: 420230

By _____
Thomas P. Kellogg, Jr.,
as Trustee

[redacted] [redacted] [redacted]

(Wyoming Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me by W. H. MALOCH, JR., the President of TRITON OIL & GAS CORP., a Texas corporation, this 23 day of July, 1985.

Witness my hand and official seal.

My Commission Expires:

Debra C. Stubblefield
Notary Public in and for
the State of Texas

DEBRA CHRISTINE STUBBLEFIELD
Notary Public State of Texas
My Commission Expires: 2-27-88

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

The foregoing instrument was acknowledged before me by Michael M. Ermichelli, an Assistant Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, this 29 day of July, 1985.

Witness my hand and official seal.

My Commission Expires:

Eileen Nolan
Notary Public in and for

EILEEN NOLAN
Notary Public, State of New York
No. 24 4776107
Qualified in Richmond County
Commission Expires March 30, 19

EILEEN NOLAN NOTARY PUBLIC STATE OF NEW YORK

STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

The foregoing instrument was acknowledged before me by THOMAS P. KELLOGG, JR., this 24 day of July, 1985, in the capacity therein stated.

Witness my hand and official seal.

My Commission Expires:

_____

Edward Cahlstadt
Notary Public in and for
_____

EDWARD H. CAHLSTADT
Notary Public, State of New York
No. 4789383
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 1986

EXHIBIT "A"

Properties situated in Sublette County, Wyoming

Chapel Canyon 30-18

All of the rights, titles and interests of Grantor in and to the following described oil, gas and mineral leases:

(a) lease dated August 4, 1975, recorded in Book 51, at page 568, of the records of such county, from Patricia Ramage Stedman, et vir, to Belco Petroleum Corporation;

(b) lease dated December 29, 1972, recorded in Book 48, at page 632, of the records of such county, from The First National Bank of Kemmerer, Trustee to Thomas F. Stroock;

(c) lease dated January 1, 1980, recorded in Serial No. Wyoming 69857, of the records of such county, from the United States of America to Joan W. Walstrom; and

(d) lease dated July 1, 1976, recorded in Serial No. Wyoming 55252, from the United States of America to Freda Esposito.

subject to an overriding royalty of 1/32 of Grantor's interests in such leases vested in Arlington Exploration Company.

MORTGAGE DEED—FORM NO. 4½ 129 Released BK. 14 Rel @ Pg. 545

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN C. FEAR and BRIAN J. ESPENSCHEID, as tenants in common of an undivided one-half (1/2) interest each,

mortgagor S, of Box 748, B.P., Sublette County, State of Wyoming, to secure the payment of Forty-Seven Thousand and N0/100 ($47,000.00) Dollars, due 7/22/2000 with interest from 7/22/85 at the rate of ten (10%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 180 equal monthly payments of $505.08 each, first said payment due 8/22/85 and on the 22nd day of each month thereafter until paid in full; said payments include interest at the rate of 10% per annum. Provided that mortgagees shall have the option and right to declare the entire unpaid principal and interest due and payable upon 60 days notice any time after 7/22/90; do hereby mortgage to

JOE L. BUDD and RUTH F. BUDD, husband and wife,

mortgagee, whose address is Big Piney, Wyoming 83113

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

Lot Four (4), Block Ten (10), Marbleton Townsite, Sublette County, Wyoming, as the same appears on the official 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; and
SUBJECT TO: prior mineral reservations of record.

207828

RECORDED July 31 1985 4:30 P M
IN BOOK 44 Mtg PAGE 168
FEES $6.25 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 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 30th day of July A. D. 1985

In the presence of

John C. Fear
JOHN C. FEAR

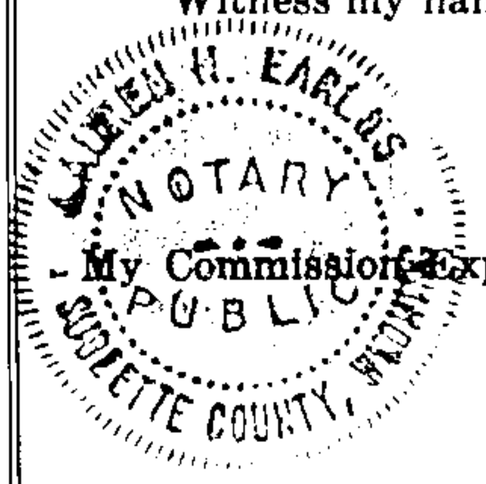
Brian J. Espenscheid
BRIAN J. ESPENSCHEID

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Brian J. Espenscheid and John C. Fear,

this 30th day of July July, 19 85.

Witness my hand and official seal.



Signature
Notary Public
Title of Officer

My Commission Expires: 2-13-86

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, $

assgn BK 49 of mtg @ pg 366
Released - BK 116 pg 330

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Assigned to FNMA 11/19/85

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 1st day of August, 19 85, RUSSELL VAN GRAHAM and MARTHA ANNE GRAHAM, Husband and Wife who,

whether one person or more, are herein called MORTGAGOR whose address is
7 East North Street, Pinedale, Wyoming 82941

hereby MORTGAGES

to MORTGAGEE, namely: WALLICK AND VOLK, INC.

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

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

Lot 7, Block 4, Hennick's Second 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 THOUSAND AND NO/100---------- DOLLARS
ELEVEN AND ONE-
($ 50,000.00--------) with interest at the rate of HALF per centum (11.50 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of FOUR HUNDRED NINETY-FIVE AND 15/100---------- DOLLARS ($ 495.15----), commencing on the 1st day of September, 19 85, and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of August, 2015. 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.

207844

RECORDED Aug 1 1985 4:15 P.M
IN BOOK 44 Mtg PAGE 170
FEES 6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY CLERK

[redacted] [redacted] [redacted]

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

Russell Van Graham — Mortgagor

Martha Anne Graham — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 1st day of August, 19 85, before me personally appeared RUSSELL VAN GRAHAM and MARTHA ANNE GRAHAM, Husband and Wife, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that t h ey executed the same as their free act and deed.

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 on the 28th day of July, 1988.

Released BK 14 Rec @ Pg. 563

172

TATE OF WYOMING
HA Form 2196 m
Rev. Sept. 1983)

MORTGAGE

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

(ONE-TIME MIP)

KNOW ALL MEN BY THESE PRESENTS, That LAWRENCE L. ROWAN AND DENISE J. ROWAN,
Husband and Wife
herein designated as Mortgagor, of 33 Percussion Lane, County of
Sublette, State of Wyoming, to secure
the payment of the principal sum of SIXTY ONE THOUSAND ONE HUNDRED THIRTY
EIGHT AND NO/100----------Dollars
($ 61,138.00).with interest at the rate of ELEVEN AND ONE HALF
----------per centum
(11.50 %)per annum as evidenced by a promissory note
of even date herewith to the order of Rocky Mountain Federal Savings
and Loan Association
a corporation organized and existing under the laws of the United
States of America
hereinafter designated Mortgagee, said principal sum and interest
being payable in monthly installments of SIX HUNDRED FIVE AND 47/100 Dollars
($ 605.47),commencing on the first day of September ,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 prin-
cipal and interest, if not sooner paid, shall be due and payable on
the first day of August , 2015 ,
hereby mortgages to said Mortgagee, the following-described real
estate, situated in Sublette County, State of Wyoming, to wit:

Tract 3 of the Tyler Second Subdivision, Sublette County, Wyoming

207848

RECORDED Aug. 2 1985 10:30 AM
IN BOOK 44 Mtg. PAGE 172
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

including all buildings and improvements thereon for 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/she 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 or she 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) 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 (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

(over)

(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 Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set tht (i) ground rents, taxes, special assignments, 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 payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the se may be, such excess at the option of the mortgagor shall be credited by such Mortgagee on subsequent payments be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor der (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance emiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee y amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, Insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with e provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee all, in computing the amount of such indebtedness, credit to the account of the Mortgagor, any balance remaining the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee quires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal harges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the fficial 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 the Mortgagee's security ereunder: the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor ny part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition y the Mortgagor at his/her expense.

6. That he or she will keep the improvements now existing or hereinafter erected on the said premises, insured s may be required from time to time by the Mortgagee against loss by fire or 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 the 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, ay be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

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 Beneficiary when the ineligibility for insurance under the National Housing Act is due to the Beneficiary's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or if 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 contary 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 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 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 Denise J. Rowan wife of the said Lawrence L. Rowan upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

INN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 1st day of August ,19 85

In the presence of-

LAWRENCE L. ROWAN

DENISE J. ROWAN

THE STATE OF WYOMING

ss:

COUNTY OF SUBLETTE

On this 1st day of August ,19 85 , before me personally appeared Lawrence L. Rowan and/ Denise J. Rowan to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and Notary seal, this 1st day of August ,A.D.19 85

Edwin R. Adams Notary Public County of Sublette State of Wyoming My Commission Expires July 28, 1988 (SEAL)

My commission expires 7/28/88

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 of Deeds

Fee: $ By

Deputy

CO: 1980-671 199 GPO: 1983--676-013/012

MORTGAGE

THIS MORTGAGE made on this 6th day of August, 1985, between CROSS LAZY TWO LAND & LIVESTOCK CO., INC., a Wyoming corporation, whose address is P.O. Box 220, Big Piney, Wyoming 83113, and ROBERT V. THOMPSON and BETTE M. THOMPSON, husband and wife, whose address is P.O. Box 220, Big Piney, Wyoming 83113, hereinafter called the Mortgagors, whether one or more, and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation having its principal office in Boston, Massachusetts, hereinafter called the Mortgagee,

WITNESSETH: that the Mortgagors, for and in consideration of the sum of SIX HUNDRED THOUSAND DOLLARS ($600,000.00), the receipt whereof is hereby acknowledged, do hereby mortgage unto the Mortgagee, its successors and assigns, the following described real estate situate in Sublette County, State of Wyoming, to wit:

Township 29 North, Range 113 West, 6th P.M.

Section 7:	Lots 1 & 2 ($W\frac{1}{2}NW\frac{1}{4}$), $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 8:	All
Section 9:	$NW\frac{1}{4}$, $S\frac{1}{2}$
Section 10:	$SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$
Section 15:	$N\frac{1}{2}N\frac{1}{2}$
Section 17:	$E\frac{1}{2}NW\frac{1}{4}$; $NW\frac{1}{4}NE\frac{1}{4}$

Township 29 North, Range 114 West, 6th P.M.

Section 1:	Lots 5 ($SE\frac{1}{4}NE\frac{1}{4}$), 6 & 7 ($E\frac{1}{2}SE\frac{1}{4}$), $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 11:	$W\frac{1}{2}$, $SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$
Section 12:	$NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$

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

Section 2:	$S\frac{1}{2}SW\frac{1}{4}$
Section 3:	$S\frac{1}{2}$, $S\frac{1}{2}N\frac{1}{2}$
Section 4:	$S\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$
Section 5:	$SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$
Section 10:	$E\frac{1}{2}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 11:	$W\frac{1}{2}W\frac{1}{2}$, $SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$
Section 14:	$W\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$
Section 15:	$N\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}$
Section 20:	$NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Section 21:	$N\frac{1}{2}S\frac{1}{2}$, $N\frac{1}{2}$
Section 22:	$N\frac{1}{2}$, $N\frac{1}{2}SW\frac{1}{4}$

Together with all rights of the Mortgagors to rights-of-way for means of ingress and egress, together with the buildings, improvements, apparatus and chattels now or hereafter upon said real estate or used in connection therewith, whether or not the same are a part of said real estate by attachment thereto, including but not limited to, all equipment for heating, lighting, refrigeration and plumbing, all of which shall be subject to the lien of this mortgage; together with all coal, oil, gas and other mineral rights, including fissionable and fusionable materials and all other minerals of every kind and character contained in or underlying the above-described lands; together with all water, water rights, ditch rights or interests, irrigation and drainage rights, reservoir rights or interests and irrigation district rights or interests, whether surface waters, stored waters or underground waters, attached to, pertinent to or being used or pertaining to the above described lands, however evidenced, which in any way entitle the Mortgagors of said real estate to water for irrigation or domestic purposes; together with all apparatus and fixtures now or hereafter used in connection therewith; together with the rents, issues and profits thereof; and together with the appurtenances, tenements, hereditaments and privileges now or hereafter appertaining thereto; all of the foregoing are hereinafter referred to as the premises.

TO HAVE AND TO HOLD the above described premises unto the Mortgagee, its successors and assigns, forever.

RECORDED August 6 1985 11:53 A M
IN BOOK 44 Mtg PAGE 175
FEES $18.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

207909

Released BK. 14 Rel. @ pg. 621

PROVIDED, HOWEVER, that this mortgage is given to secure the performance and observance of the covenants and agreements contained herein and to secure the payment of the principal sum of SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00) with interest thereon, according to the terms of a promissory note of even date herewith, made and delivered by the Mortgagors and payable to the order of the Mortgagee with interest to be computed from August 6, 1985, at the rate of interest as provided in said note, payable interest only on January 1, 1986 and thereafter level payments of interest and principal in the amount of $37,824.00 due July 1, 1986 and $37,824.00 due on the 1st day of each January and July thereafter until July 1, 1989, inclusive, and the remaining balance of the principal, together with all interest due thereon, shall be due and payable on January 1, 1990. All payments to be applied first to interest and any balance to principal, and upon default in any of the terms of said note or of this mortgage, with interest at the rate of 14.25 per centum per annum while such default exists.

AND PROVIDED FURTHER, that if the Mortgagors shall pay said note in accordance with its terms and shall perform and observe all of the terms, covenants and agreements contained herein and in said note, THEN this mortgage shall be null and void and shall be released at the expense of the Mortgagors.

The Mortgagors covenant and agree as follows, to wit:

1. To be lawfully seized of the fee simple title to all of the premises above described, to have good right to sell and convey the same, to warrant and defend the title thereto against the lawful claims and demands of all persons, and that the premises are free and clear of all liens and encumbrances.

2. To pay said note according to its terms.

3. To pay, before any penalty attaches thereto, all taxes, assessments and charges now or hereafter levied or assessed upon the premises, upon the rents, issues, income and profits thereof, upon this mortgage and upon the lien or estate hereby created, whether the same be levied directly or indirectly or as excise or income taxes.

4. To keep the buildings and improvements now or hereafter erected upon the premises insured against loss or damage by fire and such other casualties as the Mortgagee may from time to time require, in companies and amounts satisfactory to the Mortgagee; that all insurance policies shall be held by the Mortgagee and be payable to the Mortgagee as its interest may appear; to deliver to the Mortgagee, at least 15 days before expiration, a new and sufficient policy to take the place of any expiring policy; and that in the event of a loss, at the option of the Mortgagee, the whole or any part of the amount collected may be applied by the Mortgagee upon any indebtedness or obligation secured hereby, whether then due or not, or be used in replacing or restoring the buildings or improvements to a condition satisfactory to the mortgagee, or be released to the Mortgagors, as the Mortgagee may determine.

5. To keep the premises in good repair; not to commit or permit any strip or waste upon the premises or any act by which the value of the premises may be impaired; not to demolish, remove or materially alter any building or structure now or hereafter situated upon the premises or permit the same without the written consent of the Mortgagee; not to permit the premises to be damaged by erosion, insufficient water supply, inadequate or improper drainage or irrigation, improper soil grazing or farm practices; and not to violate or permit the violation of any law, ordinance or contract affecting the premises.

6. To pay all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this mortgage, before any such prior lien may attach.

7. That upon failure of the Mortgagors to comply with any of the covenants or agreements contained herein, the Mortgagee, at its option and without notice, may make advances to perform the same; and any sums so advanced shall be repaid to the Mortgagee with interest thereon from the date advanced at the rate of 14.25 per centum per annum, shall be immediately due and payable and shall be secured hereby having the benefit of the priority of the lien hereby created; however, no such advances shall be deemed to relieve the Mortgagors from any default hereunder and the making of such advances shall not impair any right or remedy consequent upon any such default.

8. To reimburse the Mortgagee for all costs and expenses, including but not limited to, abstract and recording fees, court costs and reasonable attorney's fees, incurred by the Mortgagee in any suit to foreclose this mortgage or in any action or proceeding to which the Mortgagee is made a party defendant by reason of the execution of this mortgage or the note which it secures or which the Mortgagee deems it advisable to defend in order to protect the lien of this mortgage or its priority, and to pay interest thereon at the rate of 14.25 per centum per annum from the date of payment by the Mortgagee; such sum, together with interest thereon, shall be immediately due and payable and shall be secured hereby having the benefit of the priority of the lien hereby created.

All awards made by any authorized authority for a taking of title to, possession of or any interest in the premises or any part thereof, or for damage to the premises are hereby assigned to the Mortgagee; and the Mortgagee may apply the proceeds thereof to the payment of any indebtedness or obligation hereby secured, whether or not then due, in such order and amounts as the Mortgagee may determine, and release any such proceeds not so applied to the Mortgagors.

The Mortgagors hereby assign to the Mortgagee the rents, royalties, revenues and income, all of which are hereinafter referred to as income, from all present and future oil, gas, mineral, grazing, agricultural and other leases and contracts affecting the premises; provided, however, that while no default exists in the terms, covenants or agreements of this mortgage or of the note which it secures, the Mortgagors shall collect and retain the same; but upon any such default, the Mortgagee, at its option, may demand and collect said income and apply the same to the payment of any indebtedness or obligation secured hereby, whether or not then due, in such order and amounts as the Mortgagee may determine and release any such income not so applied to the Mortgagors. This assignment shall become null and void upon the release of record of this mortgage.

The Mortgagors shall continually comply with and conform to all laws, ordinances, regulations, covenants, conditions and restrictions affecting the mortgaged property and not to commit, suffer or permit any act to be done in or upon said property in violation thereof.

Upon default in the terms, covenants or agreements contained herein or in said note, without prejudice or other rights or remedies of the Mortgagee upon default as herein contained, the Mortgagee shall be entitled to the possession, use and enjoyment of the premises and the rents, issues and profits thereof and this right shall continue during any period of redemption and such possession, use and enjoyment shall be delivered to the Mortgagee at its option and upon demand; and the Mortgagee shall be entitled to a receiver as a matter of right without regard to the solvency of the Mortgagors or to the value of the premises or the use and enjoyment thereof; and the rents, issues and profits from the premises shall be administered according to law.

Upon default in the terms, covenants or agreements contained herein or in the aforesaid note, at the option of the Mortgagee and without notice, the balance of the indebtedness secured hereby shall become due and payable and this mortgage may be foreclosed, either by advertisement and sale as provided by statute or by an action in equity, and all sums due hereunder and under the terms of said note,

together with all costs of sale and foreclosure, including reasonable attorney's fees, shall be paid out of the proceeds of said sale.

The Mortgagee shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage.. This mortgage creates a continuing lien to secure the full and final payment of said promissory note and the performance of all the other obligations imposed hereby and hereafter arising.

That the Mortgagee is authorized by itself, its agents or workmen, to enter at any time upon the premises and the improvements thereon situated for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this mortgage.

That if any provisions hereof should be held uninforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this mortgage.

Should Mortgagors sell or agree to sell, convey or agree to convey, lease or agree to lease, transfer or dispose of or agree to transfer or dispose of, or further encumber the premises or any part thereof, in any way, without the written consent of Mortgagee being first had or obtained, or same is accomplished by operation of law, then Mortgagee shall have the right, at its option, to declare all sums secured hereby immediately due and payable.

That this mortgage shall be construed according to the laws of the State of Wyoming.

The failure of Mortgagee to insist upon the strict performance of any of the covenants or agreements of Mortgagors contained in this mortgage, or the delay by the Mortgagee in the enforcement of its remedies herein upon any default of Mortgagors, shall never constitute a waiver of any requirement or obligation of Mortgagors or right or remedy of Mortgagee contained in or based upon said covenants or agreements.

Mortgagors covenant and agree that, without the prior written consent of Mortgagee, Mortgagors will not create or initiate, vote for, or in any other manner foster, join in or consent to the creation of, or the inclusion of the property or any part thereof, within the boundaries of any irrigation, levee, drainage or other improvement district (except school or road), under which any such district has or will have the power to issue bonds or other evidences of indebtedness and/or the power to make assessments against the property. If a default occurs under this paragraph, then the Note secured hereby shall, at Mortgagee's option and without notice, become immediately due and payable.

The Mortgagors hereby waive the benefit of all present and future stay, valuation and homestead exemption laws of the State of Wyoming.

The covenants and agreements herein contained shall bind the heirs, executors, administrators, successors and assigns of the parties hereto.

Notwithstanding any provision herein, the total liability in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Wyoming.

This mortgage is subject to the terms and provisions of the Federal Range and State Land Mortgage Rider attached hereto and made a part hereof.

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

CROSS LAZY TWO LAND & LIVESTOCK CO., INC.
a Wyoming corporation

BY _____
Robert V. Thompson, President

ATTEST:

_____
Bette M. Thompson, Secretary

CORPORATE SEAL

_____
Robert V. Thompson, individually

_____
Bette M. Thompson, Individually

STATE OF WYOMING)
) ss.
County of ~~Sublette~~ Johnson)

On this 6th day of August, 1985, before me personally appeared Robert V. Thompson and Bette M. Thompson to me known to be the persons described in and who executed the foregoing instrument, both on behalf of Cross Lazy Two Land & Livestock Co., Inc. and individually, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this 6th day of August, 1985.

_____
Notary Public

My commission expires _____

William D. Omohundro NOTARY PUBLIC
State of Wyoming
COUNTY OF JOHNSON
My Commission Expires April 1, 1988

FEDERAL RANGE AND STATE LAND MORTGAGE RIDER

In addition to the agreements, covenants and conditions contained in the mortgage to which this rider is attached and of which it forms a part, the mortgagor hereby further covenants and agrees with the mortgagee, as follows:

In addition to the premises described in said mortgage, said mortgage shall extend to and include as part of the mortgaged premises and as security for the payment of the indebtedness, the payment of which is secured by said mortgage, all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant, to said mortgaged premises now held by the mortgagor or hereafter issued, extended or renewed to him by the United States or the State of Wyoming or any Department, Bureau or Agency of either, to rent, lease and/or use any of the public lands of the United States or said State for the purpose of grazing, pasturing and/or feeding livestock thereon.

To pay all rents, fees or charges now due or to become due under the terms of each lease, permit, license or privilege, written or otherwise, appurtenant or nonappurtenant, to said mortgaged premises, now held by the mortgagor or hereafter issued, extended or renewed to him by the United States or the said State, or any Department, Bureau or Agency of either; and to perform and observe every act, covenant, condition and stipulation necessary to keep each of the same in good standing as required by the terms thereof and by the laws, rules and regulations of the United States or said State; and, on the expiration of the term of each of the same, to apply for, and 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 hereafter issued, extended or renewed by any agency of the United States or said State.

That in the event the mortgagor fails to pay when due any rent, fees or charges payable under said leases, permits, licenses or privileges or any renewals or extensions thereof, or under the laws, rules and regulations of the United States or said State or any Governmental Agency thereof, the mortgagee may make such payments and the amount paid therefor shall become a part of the indebtedness secured by said mortgage and bear interest from the date of payment at the same rate specified in the note secured thereby on the principal thereof after default or maturity.

That in the event the mortgagor fails to perform all and singular the covenants, conditions and agreements contained in said mortgage, including this rider, or upon receipt by the mortgagee of notice of the failure of the mortgagor to comply with the terms of said leases, permits, licenses or privileges, and/or the laws, rules and regulations of the United States or said State applicable thereto; then the mortgagee may exercise any and all rights provided by the terms of the mortgage to which this rider is attached in case of any default on the part of the mortgagor.

The word "mortgagee" as used in this rider shall be construed to mean the owner and holder of the security instrument to which this rider is attached, or any assignee, or transferee thereof. The word "mortgagor" as used in this rider shall be construed to mean any maker or makers of said security instrument, and also the vendees, devisees, successors, heirs and assigns of such mortgagor; and the word "mortgage" as used in this rider shall be construed to mean the security instrument to which this rider is attached.

This rider is attached to and forms a part of first mortgage for $600,000 dated August 6, 1985 to the same extent as if it were set out in full therein and is identified therewith by the following signatures:

Robert V. Thompson, Individually

Bette M. Thompson, Individually

CROSS LAZY TWO LAND & LIVESTOCK CO.,INC.

By Robert V. Thompson
Robert V. Thompson, President

Bette M. Thompson, Secretary

Farm Loan Mortgage

STATE OF WYOMING

Wyoming Farm Loan Board

THIS MORTGAGE made this 7th day of AUGUST, 19 85, between

- - -STEVE KANSKI AND JANICE J. KANSKI also known as JANICE KANSKI, husband and wife- - -

- - - - - - - - - - - - - - - - -of Sublette County, Wyoming- - - - - - - - - - - - - - - -

hereinafter called "MORTGAGOR" and the STATE OF WYOMING, WYOMING FARM LOAN BOARD, 122 West 25th Street, Cheyenne, Wyoming, hereinafter called "MORTGAGEE," to secure payment of the sum of

- - - - - - - - - -FOUR HUNDRED THOUSAND AND NO/100 ($400,000.00)- - - - - - - - - - DOLLARS.

WITNESS: MORTGAGOR for and in consideration of the sum aforesaid paid by MORTGAGEE, receipt of which MORTGAGOR acknowledges, mortgages, warrants, grants, bargains, and conveys to MORTGAGEE, its successors and assigns forever, the following described real estate:

207924

RECORDED August 7 1985 4:00 PM
IN BOOK 44 Mtg PAGE 181
FEES $10.75 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

and including any mineral rights, estates, or interests existing on, under or in said real estate, whether now owned by mortgagor or hereafter acquired; and further including all buildings and improvements thereon and all other privileges, property capable of being inherited, and appurtenances to said lands 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 therefore; 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 MORTGAGOR at the date of this mortgage or hereinafter in any manner acquired by MORTGAGOR during the term of this mortgage. When the word "premises" is hereafter used it covers all property of every kind and character contained in this paragraph.

These presents are upon the express condition that if MORTGAGOR pays or causes to be paid to MORTGAGEE the principal sum of - - - - - - - - -FOUR HUNDRED THOUSAND AND NO/100 ($400,000.00)- - - - - - - - - DOLLARS, with interest thereon at the rate of eight per cent (8 %) per annum, according to a certain promissory note of even date herewith which is incorporated herein and made a part hereof, payable in twenty-nine (29) equal installments of - - - - - -THIRTY-FIVE THOUSAND FIVE HUNDRED THIRTY AND 97/100- - - - - - - - - - -($35,530.97)- - - - - DOLLARS, on the first day of December of each year and one payment of - - THIRTY-FIVE THOUSAND FIVE HUNDRED THIRTY-ONE AND 60/100- - - - - - - - - -($35,531.60)- - - - - DOLLARS, due on December 1, 2014, said note being executed by MORTGAGOR, payable to MORTGAGEE at its office in Cheyenne, Wyoming, and pays all taxes, liens, judgments, and assessments on said lands, and keeps all buildings insured as hereafter provided and keeps and performs all the other terms, conditions and covenants of this mortgage, then these presents and the promissory note shall cease and be null and void, and be released at MORTGAGOR'S expense.

MORTGAGOR convenants that MORTGAGOR is lawfully seized of the premises; that MORTGAGOR has good right to sell or convey the same, and that the premises are free of any prior encumbrances. MORTGAGOR warrants the title to the premises, and releases and waives all rights under the Homestead Exemption Laws of this State.

MORTGAGOR as part of the consideration hereof, further covenants as follows:

(1) That during the existence of this mortgage the MORTGAGOR will in a proper and husbandlike manner cultivate, irrigate, and fertilize all orchards and crops now or hereafter grown on the premises, and will keep all buildings, fences, ditches, canals and other improvements on the premises in good repair and will not do or permit any waste on the premises and will not abandon them.

Release Book 16 page 135
F+L Fed Mtg. Bk 399-572

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

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

(4) That MORTGAGOR will pay, when due, all principal and installments thereof, and the interest thereon, as hereinbefore set forth. If default be made in payment when due of any part or installment of principal or interest, then MORTGAGOR shall pay a fee on each defaulted payment from the date the payment is due until the defaulted payment is made, at the rate provided by law at the time collection is attempted by MORTGAGEE. MORTGAGOR will also pay all taxes, liens, judgments, and assessments; and shall keep all buildings thereon insured, to MORTGAGEE'S satisfaction. The insurance shall be made payable to MORTGAGEE, as its interest may appear at the time of the loss. MORTGAGOR will pay the premiums. MORTGAGEE may pay all taxes, liens, judgments, assessments or insurance not paid by MORTGAGOR when due. When so paid, they shall become a part of the mortgage debt and shall bear interest at the rate as provided by law in effect at that time of collection of default, and shall be payable out of the first moneys received by MORTGAGEE under the terms of this mortgage.

(5) That MORTGAGEE shall have a lien prior and superior to all other liens 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, interest, or statutory fees 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. This lien is hereby expressly reserved. Any person purchasing or otherwise acquiring the crops, or any part thereof, takes the same subject to this lien. Any officer, agent or person empowered to represent MORTGAGEE is hereby authorized to seize the crops, and upon giving three days' notice, to sell either at private or public sale, enough of the crops to pay the amounts due and delinquent under the mortgage, together with cost and expenses of sale.

(6) That in the event of the sale or transfer of the real property herein described, at MORTGAGEE'S election, the entire balance of the note shall become due and payable.

(7) That further to secure the payment of the note, MORTGAGOR assigns to MORTGAGEE in whole, or at MORTGAGEE'S option, in amounts or proportionate part as 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 or gas mining leases, mineral leases or any other kind of leases or rights-of-way agreements existing or that come into existence covering the above described lands. At MORTGAGEE'S option, MORTGAGOR agrees to allow payment directly to MORTGAGEE by anyone obligated to MORTGAGOR for any rents, bonuses, royalties, payments, damages, and delay moneys as hereinbefore set out. All moneys received by 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 MORTGAGEE under the terms of this mortgage with interest thereon; Second, to the payment of matured installments with interest and statutory fees thereon; Third, 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 or right-of-way agreement made after this mortgage.

(8) That MORTGAGOR, in applying for this loan, has made certain representations to MORTGAGEE as to the purposes for which the money loaned on this mortgage was borrowed. MORTGAGOR agrees that such representations are specifically referred to and made a part of this mortgage. If the whole or any portion of said loan is expended for purposes other than those specified in the original application of MORTGAGOR or if MORTGAGOR is in default with respect to any condition or covenant of this mortgage, or if MORTGAGOR abandons said land for a period of three months, or if MORTGAGEE at any time believes that said loan is not adequately secured because of any mismanagement, waste or neglect of said land, the whole of this loan shall, at MORTGAGEE'S option, become due and payable.

(9) That if MORTGAGOR defaults in the payment of the sum of money intended to be secured hereby, or any portion thereof, or of 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, then and in that event the whole of said loan shall at MORTGAGEE'S option become due and payable. It shall be lawful for 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 the premises and all of the right, title, interest, benefit and equity of redemption of MORTGAGOR. Out of the moneys arising from the sale under such foreclosure, MORTGAGEE may retain the principal, interest and statutory fees thereon to the date of 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 cost of any foreclosure policy, 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, including a reasonable attorney's fee as set out hereinbelow. The overplus, if any, shall be paid to MORTGAGOR or into Court for disbursement if MORTGAGEE so decides. If MORTGAGEE forecloses this mortgage and the sum derived from the sale of the premises is insufficent to satisfy the amount of the judgment rendered in MORTGAGEE'S favor, MORTGAGEE shall be entitled to and have a deficiency judgment against MORTGAGOR for the amount remaining due and unpaid after applying the proceeds of the sale on the debt due MORTGAGEE.

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

(11) That in the event of commencement of foreclosure proceedings, either by advertisement and sale or by Court action, MORTGAGOR agrees to pay as a part of the mortgage debt hereby secured, all costs, fees and expenses, including an attorney's fees of ten percent (10%) of the total amount due.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

(12) MORTGAGOR agrees that in the event of foreclosure of this mortgage, the purchaser or purchasers at the foreclosure sale shall be entitled to enter upon and take possession of the premises ninety-one (91) days following foreclosure sale, and that the purchaser is thereafter entitled to any rents and profits from the premises. MORTGAGOR also expressly agrees that any lessee who shall be in possession by virtue of a lease from MORTGAGEE if MORTGAGEE has purchased the premises at a foreclosure sale shall be entitled to any profits from any crops planted by lessee, and shall have access to the premises to tend and harvest any such crops which have already been planted, regardless of any statutory redemption by MORTGAGOR.

(13) The terms of this mortgage shall extend to and bind the heirs, successors and assigns of the parties hereto.

This mortgage is made to MORTGAGEE, the Wyoming Farm Loan Board, as provided under the Wyoming Farm Loan Act, approved February 22, 1921, and as amended.

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

Steve Kanski
Steve Kanski

Janice J. Kanski
Janice J. Kanski, his wife

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Steve Kanski, Janice J. Kanski this 7th day of AUGUST, 19 85.

Witness my hand and official seal.

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
Title of Officer Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF _____)

RECEPTION NO. _____

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

County Clerk or Register of Deeds

Photographed _____
Indexed _____
Abstracted _____
Checked _____

Fees. $ _____

BY _____
Deputy

TOWNSHIP 34 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 15 : S½NE¼, SE¼SW¼, SE¼, NW¼ EXCEPTING THEREFROM that portion of the W½NW¼ of said Section 15 lying west of the Cora Road, being west of the hereinafter described line, to-wit: Beginning at a point on the south boundary of the W½NW¼ of said Section 15 from which the west quarter corner of said Section 15 bears due west a distance of 275.00 feet; thence, N.17°55'E., a distance of 1450.40 feet to the point of beginning of a 1°00' curve to the left, the radius of which is 5729.60 feet, the total central angle of which is 16°33' and the total length of which is 1655.00 feet; thence, along said 1°00' curve to the left through a central angle of 14°03' a distance of 1405.60 feet, more or less, to a point on the north boundary of said Section 15, from which the north quarter corner thereof bears easterly approximately 1634.00 feet:
Section 22 : NE¼, E½NW¼, SW¼NW¼;

TOWNSHIP 34 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 5 : SW¼;
Section 6 : Lots 6 and 7, E½SW¼, SE¼ (S½);
Section 7 : Lots 1 and 2, E½NW¼, NE¼ (N½);
Section 8 : NW¼;

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 1 : SW¼SE¼;
Section 12 : NE¼.

Subordination Agreement

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Steve Kanski & Janice J. Kanski, husband & wife

have executed a mortgage on the following-described premises:

to the Wyoming Farm Loan Board, which mortgage is recorded in Book _____, Page _____, of the records of said County; and

WHEREAS, the mortgagors have executed a mortgage in favor of the undersigned, which is recorded in Book 41 Mtg., Page 582, on April 19, 1984, in the office of the County Clerk and Ex-Officio Registrar of Deeds of Sublette County, Wyoming, and the undersigned is the present owner thereof; and

WHEREAS, the undersigned recognizes that the said mortgage to the Wyoming Farm Loan Board is a first and prior lien upon the above-described property on said premises;

NOW, THEREFORE, for the consideration of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned acknowledges the priority of the said mortgage to the Wyoming Farm Loan Board upon the above-described property and specifically subordinates the lien of said mortgage in favor of the undersigned recorded in Book 41 Mtg., Page 582, to the lien of the said mortgage to the Wyoming Farm Loan Board, recorded in Book _____, Page _____.

The undersigned, by the execution of this Subordination Agreement, does not release the lien of their mortgage in any particular, but only subordinates and makes junior this lien to the mortgage of the Wyoming Farm Loan Board upon the above-described property.

DATED at Casper, Wyoming, this 30th day of July, 1985.

WYOMING PRODUCTION CREDIT ASSOCIATION

The Corporation has no seal but do the by-laws authorize same.

By: Sammy D. Edington
President

207925

Attest:

David M. Sedar
Secretary

RECORDED August 7 1985 4:22 PM
IN BOOK 44 Mtg PAGE 185
FEES $6.75 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The above and foregoing Subordination Agreement was acknowledged to before me by Sammy D. Edington, known to me to be the President of Wyoming Production Credit Association, this 30th day of July, 1985.

Witness my hand and official seal.

My commission expires:
February 13, 1988

Victoria L. Lisk
Notary Public

TOWNSHIP 34 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 15 : S½NE¼, SE¼SW¼; SE¼, NW¼ EXCEPTING THEREFROM that portion of the W½NW¼ of said Section 15 lying west of the Cora Road, being west of the hereinafter described line, to-wit: Beginning at a point on the south boundary of the W½NW¼ of said Section 15 from which the west quarter corner of said Section 15 bears due west a distance of 275.00 feet; thence, N.17°55'E., a distance of 1450.40 feet to the point of beginning of a 1°00' curve to the left, the radius of which is 5729.60 feet, the total central angle of which is 16°33' and the total length of which is 1655.00 feet; thence, along said 1°00' curve to the left through a central angle of 14°03' a distance of 1405.60 feet, more or less, to a point on the north boundary of said Section 15, from which the north quarter corner thereof bears easterly approximately 1634.00 feet:

Section 22 : NE¼, E½NW¼, SW¼NW¼;

TOWNSHIP 34 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 5 : SW¼;
Section 6 : Lots 6 and 7, E½SW¼, SE¼ (S½);
Section 7 : Lots 1 and 2, E½NW¼, NE¼ (N½);
Section 8 : NW¼;

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 1 : SW¼SE¼;
Section 12 : NE¼.

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

TOM G. GRIFFITH and ANNE E. SOUTAR, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of One Hundred Seven Thousand One Hundred and N0/100 ($107,100.00) Dollars, due 9/1/2000 with interest from 9/1/85 at the rate of eleven (11%) per cent per annum, payable monthly ~~xxxxxx~~ evidenced by One (1) promissory note, of even date herewith, payable in 180 equal monthly payments of $1,217.29; first payment due 10/1/85 and on the 1st day of each month thereafter until paid in full; said payments including interest at the rate of 11% per annum; do hereby mortgage to WILKINSON & CO., a partnership consisting of Paul Wilkinson and Edith Ruth Wilkinson,

mortgagee, whose address is Paradise Valley Road
Boulder, Wyoming 82923

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

TOWNSHIP 31 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 20: NE¼SE¼SE¼ EXCEPTING THEREFROM THE WEST 132 FEET THEREOF;

Section 21: LOT 7 and that portion of LOT 8 lying north of a line which begins at a point 658.35 feet north of the southwest corner of said LOT 8 and which line bears S.86°E., to a point on the east line of said LOT 8.

EXCEPTING any and all right, title and interest of the State of Wyoming within the boundaries of the New Fork River;
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.

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 homestend laws of said state.

Dated this 12th day of ~~July~~ August A. D. 19 85.

In the presence of

267980

TOM G. GRIFFITH

ANNE E. SOUTAR

RECORDED August 13, 1985 10:30 AM
IN BOOK 144 Misc. PAGE 187
FEES $8.00 Dawn J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy Mc Allister

Released BK 14 Rel. @ pg. 666

187

ENTERED
CHECKED

State of WYOMING
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Tom G. Griffith and Anne E. Soutar,

this 12th day of July August, 19 85.

Witness my hand and official seal.

Linda Hutton
Signature
Notary Public
Title of Officer

My Commission Expires: May 15, 1988

NOTARY PUBLIC

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

[redacted] [redacted] [redacted]

DESCRIPTION FOR

WILKINSON AND COMPANY, a Partnership

TRACT B

To-wit:--

The N½SE¼SE¼ of Section 20, T31N, R109W, Sublette County, Wyoming excepting therefrom the West, 795.00 feet with the tract to be conveyed secondarily described as follows:

BEGINNING at the northeast corner of the said N½SE¼SE¼;
thence South, the base bearing for this survey, 657.96 feet along the said Section 20 to the southeast corner of the said N½SE¼SE¼;
thence N86°-40.6'W, 539.37 feet along the south line of the said N½SE¼SE¼ to a point;
thence N00°-07.4'E, 658.41 feet to a point on the north line of the said N½SE¼SE¼;
thence S86°-37.3'E, 537.99 feet along the said north line to the CORNER OF BEGINNING;

ENCOMPASSING an area of 8.13 acres, more or less;

each "corner" found as described in the Certified Land Corner Recordation Certificate filed in the Office of the Clerk of Sublette County;

each "point" marked by a 2" galvanized steel pipe 28" long (BLM type) with brass cap inscribed, "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING 1985" and appropriate details;

all in accordance with the plat to be filed in the said Office titled "PLAT TO ACCOMPANY LOT DIVISION APPLICATION FOR WILKINSON AND COMPANY WITHIN THE N½SE¼SE¼ SECTION 20 T31N R109W SUBLETTE COUNTY, WYOMING" dated 1 August 1985.

Paul N. Scherbel

8 August 1985

PNS:dm

des85(2) wilkin.trb

Paul N. Scherbel
Registered Land Surveyor No 164
Scott A. Scherbel
Registered Land Surveyor No 3889
SURVEYOR SCHERBEL, LTD.
Big Piney, Wyoming 83113
Jackson, Wyoming 83001
Afton, Wyoming 83110

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

Related Rt 13 Rec pg 602 190

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 10, 19 85. The mortgagor is Wayne N. Strid and Nancy L. Strid, husband and wife, ("Borrower"). This Security Instrument is given to Superior Mortgage, Inc., which is organized and existing under the laws of the State of Nebraska, and whose address is 2121 North Webb Road, P.O. Box #168, Grand Island, Nebraska 68802 ("Lender"). Borrower owes Lender the principal sum of Forty Six Thousand and no/100---------- Dollars (U.S. $ 46,000.00). 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 September 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 Sublette County, Wyoming:

LOT 5, BLOCK 2 OF THE COOLEY EIGHTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

20808

RECORDED Aug. 12 1985 11:00 AM
IN BOOK 44 Mtg PAGE 190
FEES $10.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

which has the address of 526 North Maybell Avenue [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-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.

Wayne N. Strid (Seal) — Borrower

Nancy L. Strid (Seal) — Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by Wayne N. Strid and Nancy L. Strid, husband and wife,

this 10th day of August, 1985.

Witness my hand and official seal.

My Commission expires: 6/13/87

Tamara L. Fink
Notary Public

TAMARA L. FINK-NOTARY PUBLIC
County of Sweetwater
State of Wyoming
My Commission Expires June 13, 1987

193

RISE Book 13, Page 40 12-13-35

MORTGAGE DEED—FORM NO 4 A

THE NIELSEN COMPANY SHERIDAN WYO

MORTGAGE

THIS MORTGAGE, made this 12th day of August, 1985, between

Maryhelen Leckie, a single person and Margaret C. Leckie, a single person

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

First Security Bank of Rock Springs

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

The Mortgagor, for and in consideration of the sum of

FIFTY THOUSAND DOLLARS AND NO/100----------

($ 50,000.00) 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

That part of that tract of land of record in the Office of the Clerk of Sublette County in Book 6 of Quit-Claim Deeds on Page 536 and part of the SW¼NW¼ and NW¼SW¼ of Section 12, Township 33 North, Range 109 West, Sublette County, Wyoming, described as follows:

BEGINNING at the west one-quarter corner of Section 12 found as described in the Certified Land Corner Recordation Certificate filed in the said Office;
thence N.00°05.0'E., 658.66 feet along the west line of said Section 12 to a point;
thence S.89°22.7'E., 622.99 feet to an intersection with the center-line of a private road of record in the said Office in Book 30 of Miscellaneous Records on page 241;
thence coursing the center-line of the said roadway as follows:
thence S.12°17.7'W., 362.36 feet;
thence Southerly, 59.89 feet along the arc of a circular curve to the left through a central angle of 08°26'11" with radius of 406.75 feet;
thence S.03°51.5'W., 310.43 feet;
thence Southerly, 149.20 feet along the arc of a circular curve to the left through a central angle of 14°28'15" with radius of 590.75 feet;
thence S.10°36.7'E., 204.93 feet to a 3/8"x12" steel spike and leave said roadway;
thence S68°49.0'W., 605.82 feet to a point on the west line of said Section 12;
thence N.00°05.0'E., 640.00 feet to the CORNER OF BEGINNING.

208013

RECORDED Aug. 12 1985 2:30 PM
IN BOOK 44 Mtg PAGE 194
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] Cheney, Deputy

[redacted] [redacted] [redacted]

Together with all buildings and improvements thereon, or which may hereafter be placed thereon, all fixtures now or hereafter attached to said premises; all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, and irrigation and drainage rights and all easements, appurtenances and incidents now or hereafter belonging or appertaining thereto, subject, however, to all conditions, easements and rights of ways, 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 FIFTY THOUSAND DOLLARS AND NO/100---------- ($ 50,000.00) Dollars together with interest thereon at the rate of twelve and one-half (12.500 %) per annum from August 12, 19 85 until paid, according to the conditions of promissory note , dated August 12, 1985 , the ultimate maturity date of which is February 1, 1986 , which promissory note was executed and delivered by

Maryhelen Leckie a single person and Margaret C. Leckie a single person

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, not 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 FIFTY THOUSAND DOLLARS AND NO/100---------- ($ 50,000.00) 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 10 days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured, and the surplus, if any, shall be paid to the Mortgagor

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

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

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

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

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

Maryhelen Leckie

Maryhelen Leckie

Margaret C. Leckie

Margaret C. Leckie

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of
ss

On this 12th day of August, 19 85, before me personally appeared

Maryhelen Leckie and Margaret C. Leckie

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:
John C[illegible]
County of
Wyoming
My Commission Expires: Oct. 24, 1988

John C[illegible]
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of
ss.

On this day of , 19 , before me personally appeared

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

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

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of
ss

On this day of , 19 , before me personally appeared

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

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

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

My commission expires

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LARRY D. MILLER, a single man,

mortgagor, of Sweetwater County, State of Wyoming, to secure the payment of Twelve Thousand and 00/100 ($12,000.00) - - - - - - - - - - - - - Dollars, due August 1, 1989 with interest from September 1, 1985 at the rate of 10.0 per cent per annum, payable monthly ~~annually~~ evidenced by one promissory note, of even date herewith, in 48 monthly installments of $304.35, which said payment includes principal and interest, first said payment being due September 1, 1985,

does hereby mortgage to

C. F. "BILL" ALEXANDER and VALENTINE ALEXANDER, husband and wife,

mortgagee, whose address is P. O. Box 152, Daniel, Wyoming 83115

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

A tract of land which lies in the NW¼ of Section 2, T. 33 N., R. 111 West of the 6th P.M., Sublette County, Wyoming, more particularly described as follows: Beginning at a point which lies South 32°38' East a distance of 1,691.34 feet from the NW corner of said Section 2;
thence South 89°56'00" West a distance of 210 feet to a point on the westerly R.O.W. line of Highway 189;
thence South 00°04'00" East a distance of 414.86 feet along said westerly R.O.W. line of Highway 189;
thence North 89°56'00" East a distance of 210 feet to a point;
thence North 00°04'00" West, a distance of 414.86 feet to the point of beginning, containing 2.00 acres, more or less, together with all improvements and appurtenances thereunto appertaining.
Reserving, however, to the grantors all oil, gas and all other minerals together with the right of ingress and egress to prospect for, mine and remove the same.

208024

PHOTOSTAT & PHOTOGRAPH	✓
INDEXED	✓
CHECKED	✓

RECORDED August 12, 1985 3:00 P M
IN BOOK 44 Mtg PAGE 197
FEES $6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Reuse

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee 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 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 10th day of August A. D. 1985.

In the presence of

Larry D. Miller

197

Released Bk. 14 Rel. 9 pg. 68

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Larry D. Miller, a single man,

this 10th day of August, 1985.

Witness my hand and official seal.

John Overgaard, County Clerk, Sublette County, Wyoming
My Commission Expires: Oct. 21, 1988

My Commission Expires:

Signature

Title of Officer

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James E. Lever, a single person and Diane M. Lever, a single person, herein designated as Mortgagor, of Rock Springs, County of Sweetwater, State of Wyoming, to secure the payment of the principal sum of Fourty-Three Thousand Eight Hundred Eighty-One and 50/100-- Dollars ($43,881.50) with interest as evidenced by a promissory note dated July 26, 1985 herewith to the order of

First Wyoming Bank NA-Rock Springs
200 North Center Street
Rock Springs, WY 82901

hereinafter designated Mortgagee, principal and interest payable in 120 installments of $ 684.24 each on the 5th day of each month, beginning on the 5th day of September 19, 85, 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, 120th installment on August 5, 1995, hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

Lot 5 Block 2 Sievers Subdivision, Sublette County, Wyoming

208046

RECORDED August 13 1985 8:00 A M
IN BOOK 44 Mtg PAGE 199
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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:

[illegible]	✓
[illegible]	✓
[illegible]	✓

Rlsd Bk 13 Pg 306

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.

[redacted] [redacted] [redacted]

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 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.

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—

THE STATE OF WYOMING,
County of Sweetwater } ss:

On this 26th day of July, 19 87, before me personally appeared James E. And Diane M. Lower to me known to be the person described in and who executed the foregoing instrument, and acknowleged 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 26th day of July, A. D. 19 87.

(Seal)

My Commission expires 1-11-88

MARK ELLIS NOTARY PUBLIC GENERAL NOTARY COMMISSION EXPIRES JANUARY 11, 1988 STATE OF WYOMING

Notary Public.

REASSIGNMENT OF MORTGAGES AND DELIVERY OF MORTGAGE NOTES AND MORTGAGES

KNOW ALL MEN BY THESE PRESENTS:

THAT FOR VALUE RECEIVED, FLAGSHIP NATIONAL BANK OF MIAMI, 777 Brickell Avenue, Miami, Florida 33131, as Trustee (the "Trustee"), under that certain Indenture dated as of September 15, 1981, and Appended thereto, (the "Indenture") between BISCAYNE FEDERAL SAVINGS AND LOAN ASSOCIATION, 1790 Biscayne Boulevard, Miami, Florida 33132, an association existing under the laws of the United States of America (the "Association") and the Trustee, does hereby reassign, transfer, and set over without recourse unto the Association the mortgage notes and the mortgages or deeds of trust securing such notes (and all documentation relating there-to) and all of the Trustee's right, title and interest therein, encumbering real property in the County of Sublette, State of Wyoming, dated, executed by, and recorded all as more particularly described upon Exhibit "A", attached hereto, together with all of the monies due and to become due thereon.

IN WITNESS WHEREOF, the Trustee has executed this instrument under seal, by and through its duly authorized officer.

Signed, sealed and delivered
in the presence of

PAULA HINES

MARIA E. RIVERO

FLAGSHIP NATIONAL BANK OF MIAMI,
as Trustee aforesaid

BY: _____
Vice President & Trust Officer
MARIO RIVERA

STATE OF FLORIDA)
)ss.:
COUNTY OF DADE)

THE FOREGOING INSTRUMENT was acknowledged this 14 day of February, 1984, by MARIO RIVERA as Vice President and Trust Officer of FLAGSHIP NATIONAL BANK OF MIAMI, a national banking association, Trustee on behalf of said trust.

208050

RECORDED Aug. 14 1985 9:04 A M
IN BOOK 44 Misc PAGE 202
FEES 6.00 Jean Lake COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy

NOTARY PUBLIC, State of Florida
MARIA E. DIAZ

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 13 1985
BONDED THRU GENERAL INS. UNDERWRITERS

This instrument prepared by:
CITICORP SAVINGS OF FLORIDA,
A FEDERAL SAVINGS AND LOAN ASSOCIATION
1790 Biscayne Boulevard
Miami, Florida 33132

[illegible]	✓
[illegible]	✓
[illegible]	✓

PLEASE RETURN THE RECORDED ASSIGNMENT TO GARY JORDAN AT THE ABOVE ADDRESS.

[redacted] [redacted] [redacted]

STATE OF: Wyoming

COUNTY OF: Sublette

LOAN NO.	NAME OF ORIGINAL MORTGAGER(S)	BOOK/PAGE	DATE OF DEED OF TRUST
8641	Donald Bruce & Katheryne A. Fahland	30/580	08/15/78

EXHIBIT A

204 assigned BK. 49 mtg @ Pg 367
Assigned back to Mtge Bk.
Release Book

STATE OF WYOMING
FHA Form 2196 m
(Rev. Sept. 1983)

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

(ONE-TIME MIP)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That CRAIG J. GEORGESON and CHERYL S. GEORGESON, Husband and Wife herein designated as Mortgagor, of 445 South Jackson, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of FIFTY-ONE THOUSAND NINE HUNDRED AND NO/100---------- Dollars ($ 51,900.00----------), with interest at the rate of ELEVEN AND ONE-HALF per centum (11.50 %) per annum as evidenced by a promissory note of even date herewith to the order of

WALLICK AND VOLK, INC.

a corporation organized and existing under the laws of the State of Wyoming hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of FIVE HUNDRED THIRTEEN AND 97/100---------- Dollars ($ 513.97----------), commencing on the first day of September, 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 August 2015, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

LOT 4, BLOCK 6, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

208062

RECORDED August 14 1985 3:15 PM
IN BOOK 44 Mtg PAGE 204
FEES $ 5.00 Kara J Yake COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by Dorothy McKeever

PHOTOSTATIC RECORD	
INDEXED	✓
CHECKED	✓

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/she 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 or she will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt, in whole or in part, on any installment due date.

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) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by the 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 month prior to the date when such ground rents, taxes, premiums and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums,

(b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be 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) ground rents, taxes, special assignments, 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, 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.

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 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/her expense.

6. That he or she 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 or 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 the 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 judgement.

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 excercised by the Beneficiary when the ineligibility for insurance under the National Housing Act is due to the Beneficiary's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or if 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 contary 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 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.

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And the said CHERYL S. GEORGESON wife of the said CRAIG J. GEORGESON upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 5th day of August, 19 85

In the presence of—

Craig J. Georgeson

Cheryl S. Georgeson

THE STATE OF WYOMING }
} ss:
COUNTY OF Sublette }

On this 5th day of August, 19 85, before me personally appeared CRAIG J. GEORGESON and CHERYL S. GEORGESON, Husband and Wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notary seal, this 5th day of August, A.D. 1985

[SEAL]

NADINE KORHONEN - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Mar. 28, 1989

My commission expires
March 28, 1989

Nadine Korhonen 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

U S GOVERNMENT PRINTING OFFICE : 1980-682-321

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

Assignment of Mortgage

FOR VALUE RECEIVED, NATIONAL FUND, INC., a Nevada corporation, Assignor(s), do(es) hereby sell, assign, transfer and set over to MORTGAGE ASSOCIATES, Assignee(s), a certain mortgage dated the third day of January, 19 83, executed and delivered by 1ST WESTERN CORP, a Nevada corporation, Mortgagor(s), to NATIONAL FUND, INC., a Nevada corporation, Mortgagee(s), and recorded on the sixth day of January, 19 83, in the office of the County Recorder of SUBLETTE WYOMING County, ~~Utah~~ in Book 39, page(s) 114.

TOGETHER WITH all the indebtedness and obligations described therein and secured thereby.

Dated this 23rd day of July, 19 85.

NATIONAL FUND, INC.

By: [signature]
PRESIDENT

STATE OF UTAH
COUNTY OF SALT LAKE } ss.

On the 23rd day of July, 19 85, personally appeared before me H. E. THOMAS the signer(s) of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:
May 27 1986

[signature]
Notary Public
Residing at Salt Lake City

NOTARY PUBLIC
ROLAYNE NIELSEN
Commission Expires
May 27, 1986
STATE OF UTAH

208067

RECORDED August 15 1985 11:30 AM
IN BOOK 44 Misc PAGE 207
FEES $4.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[signature]

PHOTOSTAT RECORDED	✓
INDEXED	✓
CHECKED	✓

BLANK NO. 122 — GEM PRINTING CO. — SALT LAKE CITY

208

Loan #6540-Sublette

Farm Loan Mortgage

STATE OF WYOMING

Wyoming Farm Loan Board

THIS MORTGAGE made this 15th day of AUGUST, 19 85, between

- - - - - CARL JORGENSEN, also known as CARL T.L. JORGENSEN, a single man - -- - -

of Sublette County, Wyoming

hereinafter called "MORTGAGOR" and the STATE OF WYOMING, WYOMING FARM LOAN BOARD, 122 West 25th Street, Cheyenne, Wyoming, hereinafter called "MORTGAGEE," to secure payment of the sum of

- - - - - Four Hundred Thousand and No/100 ($400,000.00) - - - - - - - - DOLLARS.

WITNESS: MORTGAGOR for and in consideration of the sum aforesaid paid by MORTGAGEE, receipt of which MORTGAGOR acknowledges, mortgages, warrants, grants, bargains, and conveys to MORTGAGEE, its successors and assigns forever, the following described real estate:

and including any mineral rights, estates, or interests existing on, under or in said real estate, whether now owned by mortgagor or hereafter acquired; and further including all buildings and improvements thereon and all other privileges, property capable of being inherited, and appurtenances to said lands 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 therefore; 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 MORTGAGOR at the date of this mortgage or hereinafter in any manner acquired by MORTGAGOR during the term of this mortgage. When the word "premises" is hereafter used it covers all property of every kind and character contained in this paragraph.

These presents are upon the express condition that if MORTGAGOR pays or causes to be paid to MORTGAGEE the principal sum of Four Hundred Thousand and No/100 ($400,000.00) DOLLARS, with interest thereon at the rate of nine per cent (9 %) per annum, according to a certain promissory note of even date herewith which is incorporated herein and made a part hereof, payable in twenty-nine (29) equal installments of Thirty-Eight Thousand Nine Hundred Thirty-four and 54/100 ($38,934.54) DOLLARS, on the 1st day of December of each year and one payment of Thirty-Eight Thousand Nine Hundred Thirty-three and 76/100 ($38,933.76) DOLLARS, due on December 1,2014, said note being executed by MORTGAGOR, payable to MORTGAGEE at its office in Cheyenne, Wyoming, and pays all taxes, liens, judgments, and assessments on said lands, and keeps all buildings insured as hereafter provided and keeps and performs all the other terms, conditions and covenants of this mortgage, then these presents and the promissory note shall cease and be null and void, and be released at MORTGAGOR'S expense.

MORTGAGOR convenants that MORTGAGOR is lawfully seized of the premises; that MORTGAGOR has good right to sell or convey the same, and that the premises are free of any prior encumbrances. MORTGAGOR warrants the title to the premises, and releases and waives all rights under the Homestead Exemption Laws of this State.

MORTGAGOR as part of the consideration hereof, further covenants as follows:

(1) That during the existence of this mortgage the MORTGAGOR will in a proper and husbandlike manner cultivate, irrigate, and fertilize all orchards and crops now or hereafter grown on the premises, and will keep all buildings, fences, ditches, canals and other improvements on the premises in good repair and will not do or permit any waste on the premises and will not abandon them.

[redacted] 208084

RECORDED Aug 15 1985 4:45PM
IN BOOK 44 Mtg PAGE 208
FEES 10.00 [redacted] Jack D. Yate COUNTY CLERK
SUBLETTE COUNTY, WYOMING

PHOTOSTATIC RECORDED ✓
[redacted] ✓
CHECKED ✓

[redacted] [redacted] [redacted]

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

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

(4) That MORTGAGOR will pay, when due, all principal and installments thereof, and the interest thereon, as hereinbefore set forth. If default be made in payment when due of any part or installment of principal or interest, then MORTGAGOR shall pay a fee on each defaulted payment from the date the payment is due until the defaulted payment is made, at the rate provided by law at the time collection is attempted by MORTGAGEE. MORTGAGOR will also pay all taxes, liens, judgments, and assessments; and shall keep all buildings thereon insured, to MORTGAGEE'S satisfaction. The insurance shall be made payable to MORTGAGEE, as its interest may appear at the time of the loss. MORTGAGOR will pay the premiums. MORTGAGEE may pay all taxes, liens, judgments, assessments or insurance not paid by MORTGAGOR when due. When so paid, they shall become a part of the mortgage debt and shall bear interest at the rate as provided by law in effect at that time of collection of default, and shall be payable out of the first moneys received by MORTGAGEE under the terms of this mortgage.

(5) That MORTGAGEE shall have a lien prior and superior to all other liens 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, interest, or statutory fees 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. This lien is hereby expressly reserved. Any person purchasing or otherwise acquiring the crops, or any part thereof, takes the same subject to this lien. Any officer, agent or person empowered to represent MORTGAGEE is hereby authorized to seize the crops, and upon giving three days' notice, to sell either at private or public sale, enough of the crops to pay the amounts due and delinquent under the mortgage, together with cost and expenses of sale.

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

(7) That further to secure the payment of the note, MORTGAGOR assigns to MORTGAGEE in whole, or at MORTGAGEE'S option, in amounts or proportionate part as 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 or gas mining leases, mineral leases or any other kind of leases or rights-of-way agreements existing or that come into existence covering the above described lands. At MORTGAGEES option, MORTGAGOR agrees to allow payment directly to MORTGAGEE by anyone obligated to MORTGAGOR for any rents, bonuses, royalties, payments, damages, and delay moneys as hereinbefore set out. All moneys received by 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 MORTGAGEE under the terms of this mortgage with interest thereon; Second, to the payment of matured installments with interest and statutory fees thereon; Third, 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 or right-of-way agreement made after this mortgage.

(8) That MORTGAGOR, in applying for this loan, has made certain representations to MORTGAGEE as to the purposes for which the money loaned on this mortgage was borrowed. MORTGAGOR agrees that such representations are specifically referred to and made a part of this mortgage. If the whole or any portion of said loan is expended for purposes other than those specified in the original application of MORTGAGOR or if MORTGAGOR is in default with respect to any condition or covenant of this mortgage, or if MORTGAGOR abandons said land for a period of three months, or if MORTGAGEE at any time believes that said loan is not adequately secured because of any mismanagement, waste or neglect of said land, the whole of this loan shall, at MORTGAGEES option, become due and payable.

(9) That if MORTGAGOR defaults in the payment of the sum of money intended to be secured hereby, or any portion thereof, or of 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, then and in that event the whole of said loan shall at MORTGAGEES option become due and payable. It shall be lawful for 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 the premises and all of the right, title, interest, benefit and equity of redemption of MORTGAGOR. Out of the moneys arising from the sale under such foreclosure, MORTGAGEE may retain the principal, interest and statutory fees thereon to the date of 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 cost of any foreclosure policy, 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, including a reasonable attorney's fee as set out hereinbelow. The overplus, if any, shall be paid to MORTGAGOR or into Court for disbursement if MORTGAGEE so decides. If MORTGAGEE forecloses this mortgage and the sum derived from the sale of the premises is insufficent to satisfy the amount of the judgment rendered in MORTGAGEES favor, MORTGAGEE shall be entitled to and have a deficiency judgment against MORTGAGOR for the amount remaining due and unpaid after applying the proceeds of the sale on the debt due MORTGAGEE.

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

(11) That in the event of commencement of foreclosure proceedings, either by advertisement and sale or by Court action, MORTGAGOR agrees to pay as a part of the mortgage debt hereby secured, all costs, fees and expenses, including an attorney's fees of ten percent (10%) of the total amount due.

(12) MORTGAGOR agrees that in the event of foreclosure of this mortgage, the purchaser or purchasers at the foreclosure sale shall be entitled to enter upon and take possession of the premises ninety-one (91) days following foreclosure sale, and that the purchaser is thereafter entitled to any rents and profits from the premises. MORTGAGOR also expressly agrees that any lessee who shall be in possession by virtue of a lease from MORTGAGEE if MORTGAGEE has purchased the premises at a foreclosure sale shall be entitled to any profits from any crops planted by lessee, and shall have access to the premises to tend and harvest any such crops which have already been planted, regardless of any statutory redemption by MORTGAGOR.

(13) The terms of this mortgage shall extend to and bind the heirs, successors and assigns of the parties hereto.

This mortgage is made to MORTGAGEE, the Wyoming Farm Loan Board, as provided under the Wyoming Farm Loan Act, approved February 22, 1921, and as amended.

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

Carl Jorgensen, a single man

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Carl Jorgensen

this 15th day of AUGUST 19 85

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
Title of Officer NOTARY PUBLIC

My Commission Expires: JULY 28, 1988

STATE OF WYOMING)
) ss.
COUNTY OF ____)

RECEPTION NO. ____

This instrument was filed for record at ____ o'clock ... M., on the ____ day of

____ A.D., 19 ____, and duly recorded in Book ____ on page ____

County Clerk or Register of Deeds

Photographed
Indexed
Abstracted
Checked

Fees, $ ____.

BY

Deputy

[redacted] [redacted] [redacted]

TOWNSHIP 29 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 32 : All of Section;

TOWNSHIP 34 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 13 : $SW^1/_4NW^1/_4$, $NW^1/_4SW^1/_4$, $S^1/_2SW^1/_4$;
Section 14 : $E^1/_2$;
Section 23 : $N^1/_2NE^1/_4$;
Section 24 : $N^1/_2NW^1/_4$.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE NEW FORK RIVER.

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PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the Rocky Mountain Federal Savings and Loan Association, a Corporation organized and existing under the laws of the United States of America, of Cheyenne, Wyoming, the Mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by

Chris Cope and Kim Cope husband and wife

and appears recorded in Book 43 of mortgages, beginning on Page 294 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 12, Friendly Creek Subdivision, according to the Official Plat of record in the Office of the County Clerk, Sublette County, Wyoming.

Together with the note or notes secured thereby, unto the

Wyoming Community Development Authority

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 Rocky Mountain Federal Savings and Loan Association, has hereunto caused its corporate name to be subscribed by its Vice President, duly attested by its Assistant Secretary and its corporate seal to be hereunto affixed, pursuant to due authority thereunto given, this Third day of July 19 85.

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION

In presence of

By W. R. Blomgren
Vice President.

Attest: Jim L. Boreing
Assistant Secretary.

208088 RECORDED August 16 1985 8:20 AM
BOOK 44 PAGE 212
Fee $4.00 Lou J. Oaks COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

On this Third day of July 19 85, before me appeared W. R. Blomgren as Vice President and Jim L. Boreing as Asst. Secretary of the Rocky Mountain Federal Savings and Loan Association, Cheyenne, Wyoming, a corporation, to me personally known, who being by me duly sworn, did say that they are the Vice President and Asst. Secretary respectively of the Rocky Mountain Federal Savings and Loan Association, 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 officers acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: 09/12/88

Cecelia S. Ray Notary Public.

LN073

MORTGAGE D[redacted] FORM NO. 4½ [redacted] THE MILLS COMP[redacted] 41302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

V. L. LOONEY and PATRICIA E. LOONEY, husband and wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Eighty-Five Thousand and no/100---------- Dollars, due 7/23/86 with interest from 7/23/85 at the rate of 14.5 per cent per annum, payable one annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is Box 519
Pinedale, Wy. 82941

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

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.

208164

RECORDED August 16, 19 85 2:00 P M
IN BOOK 44 Mtg PAGE 213
FEES $6.00 Lou J Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

PHOTOSTATED [illegible]	✓
INDEXED	✓
CHECKED	✓

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, 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 23 day of July A. D. 19 85

In the presence of

V. L. Looney

Patricia E. Looney

Released BK 130 533

213

214

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by V. L. Looney and _____,
Patricia E. Looney, husband and wife
_____,
this 23 day of July, 19 85.

Witness my hand and official seal.

Faye Hammons
Signature
Notary Public
Title of Officer

My Commission Expires: 11/22/87

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

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]

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 13, 19 84. The mortgagor is J. Monte Wight and Maxine Wight, husband and wife ("Borrower"). This Security Instrument is given to First Security Bank of Idaho, N. A. which is organized and existing under the laws of the state of Idaho, and whose address is 320 "A" Street Idaho Falls, Idaho ("Lender"). Borrower owes Lender the principal sum of One Hundred Eleven Thousand Seven Hundred Forty Seven and 90/100 - - - - - - - - - - Dollars (U.S. $ 111,747.90). 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 September 27, 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 Sublett County, Wyoming:

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

208120

RECORDED August 19 19 85 10:30 A M
IN BOOK 44 Mortgage PAGE 215
FEES $12.00 Lisa Lyske COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

which has the address of Sylvan Bay [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.

Released BK. 14 Rel. @ Pg. 97

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)]

[ ] 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.

J. Monte Wight (Seal) Borrower

Maxine Wight (Seal) Borrower

[Space Below This Line For Acknowledgment]

STATE OF IDAHO, Bonneville County ss:

The foregoing instrument was acknowledged before me this 13th day of August, 1985 (date)

by Steve Hiltbrand (person acknowledging)

My Commission expires: 8-1-86

Steve Hiltbrand
Notary Public

[redacted] [redacted] (B)GBC:[redacted]01b

DEED OF TRUST, MORTGAGE,
ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

June 28, 1985

FROM

ITR PETROLEUM (DELAWARE), INC.
(Grantor and Debtor)

TO

John P. Townley, TRUSTEE

and

TEXAS COMMERCE BANK NATIONAL ASSOCIATION
(Mortgagee and Secured Party)

The mailing address of both above named Trustee and Mortgagee, the Secured Party, is 712 Main Street, Houston, Texas 77002, and the mailing address of Debtor is 1300 Main Street, Suite 512, Houston, Texas 77002.

* * * * * * * * * *

This instrument was prepared by Gary B. Conine, Attorney at Law, LIDDELL, SAPP, ZIVLEY & LaBOON, 3400 Texas Commerce Tower, Houston, Texas 77002-3095, and contains after-acquired property provisions and covers future advances and proceeds.

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:

Gary B. Conine
3400 Texas Commerce Tower
Houston, Texas 77002-3095

208177

RECORDED August 22 1985 11:30A M
IN BOOK 44 Mortgage PAGE 219
FEES $247.00 Lynn J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

DEED OF TRUST E-WY-4

219

DEED OF TRUST, MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT ITR Petroleum (Delaware), Inc., a Delaware corporation (hereinafter called "Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00) to Grantor in hand paid by John P. Townley, whose address is 712 Main Street, Houston, Texas 77002 (hereinafter called the "Trustee"), and Texas Commerce Bank National Association, a national banking association ("Lender"), of Houston, Texas, and of the agreement of the Lender (which is represented by Grantor to benefit Grantor) to extend credit to Grantor, ITR Petroleum, Inc., Leon County Transmission Company and ITRP Acquisition Company to as evidenced by that certain Loan Agreement which, as the same may be amended, restated and supplemented from time to time, is herein called the "Loan Agreement") dated as of June 25, 1985, by and between Grantor, Leon County Transmission Company, ITR Petroleum, Inc., and ITRP Acquisition Company and the Lender and by that certain promissory note hereinafter described, and of the debts and trust hereinafter mentioned, and in consideration of the loans as hereinafter recited, and in order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements and undertakings of Grantor hereinafter described, has granted, bargained, sold, conveyed, mortgaged, pledged, transferred, assigned and set over, and does hereby GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, PLEDGE, TRANSFER, ASSIGN and SET OVER, to the Trustee and the Lender with power of sale, and with mortgage covenants, the following property:

A. All of Grantor's interest (which is not less than the interests described in Exhibits A and C of the Attachment (as herein defined)), now owned or hereafter acquired, in and to the lands described in Attachments 001 through ____ (each including an Exhibit A, B and C) attached hereto and hereby made a part hereof (said Attachments being herein collectively referred to as the "Attachment"), which lands shall include any lands the description of which is incorporated in the Exhibit by reference to another instrument or document and all lands now or hereafter unitized or pooled with any lands described in the Exhibit or which are incorporated in the Exhibit by reference;

B. All of Grantor's interest (which is not less than the percentage interests described in all Exhibits A and C of the Attachment), now owned or hereafter acquired, with respect to the oil and gas leases, the oil, gas and mineral leases, the fee, mineral, working, overriding royalty, royalty and other interests described in the Attachment or (whether or not described in the Attachment) related to any of the lands described in the Attachment or any such leases or interests as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of said properties, rights, titles, interests and estates are subject, or otherwise;

C. All of Grantor's rights, now owned or hereafter acquired, with respect to all operating, unitization and pooling agreements and orders now or hereafter existing and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state, or other governmental agency having jurisdiction) which are described on the Attachment or (whether or not described in the Attachment) which relate to any of the properties, interests or lands described in the Attachment;

D. All of Grantor's rights, now owned or hereafter acquired, with respect to all oil, gas, casinghead gas and other liquid or gaseous hydrocarbons ("Hydrocarbons") and other minerals which are in, under, upon, produced or to be produced from the lands described in the Attachment or which are incorporated in the Attachment by reference;

E. All of Grantor's rights, now or hereafter existing, under all contracts now in effect or hereafter entered into by Grantor, or any of Grantor's predecessors in interest, or by any other person to the extent that Grantor has any right or interest thereto or thereunder, for the sale, purchase, transportation, exchange or processing of Hydrocarbons and other minerals produced from the lands described in the Attachment or the leases, interests or properties described in the Attachment;

F. All of Grantor's rights, now or hereafter existing or acquired, 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 and appurtenant to any of the foregoing;

G. All of Grantor's rights, now owned or hereafter acquired, in and to all lease records, well records and production records which relate to any of the foregoing property;

H. All of Grantor's rights, now owned or hereafter acquired, in and to all of the personal property, machinery (surface and subsurface), equipment, facilities and other property of whatsoever kind or nature (excluding drilling rigs, drill pipe, tanks, 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 the Attachment which are used or useful or held for use in connection with the exploration and/or development of the lands described in the Attachment or the leases, interests and properties described in the Attachment or the production, treatment, processing, storage or transportation of oil, gas or other Hydrocarbons or other minerals, 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 treating, disposal or injection), pipe, pipelines, boilers, compressors, connections, power plants, poles, lines, transformers, starters, controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems,

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roads, loading racks and shipping facilities, together with all improvements, betterments and additions thereto and replacements thereof;

I. All other rights, titles and interests of Grantor (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under or derived from the lands, leases and properties described in the Attachment,. even though Grantor's interest therein may be incorrectly or insufficiently described or referred to in said Attachment;

together with any and all corrections and amendments to, and renewals, extensions and ratifications of, any of the foregoing or of any instrument relating thereto and all other things of value incident thereto which Grantor might at any time have been, may be or may hereafter become entitled to; and all proceeds and products of any of the foregoing, each as the same may now or hereafter exist. The above minerals and the like (including oil and gas) or accounts will be financed at the wellhead of the well located on the lands described in the Attachment: All of the aforedescribed properties, interests and rights, subject as aforesaid, are hereinafter sometimes referred to as the "Mortgaged Properties". Terms used herein which are defined in the Loan Agreement shall have the meanings therein ascribed to them.

SUBJECT, HOWEVER, to the overriding royalties, unit declarations, operating agreements, contracts, encumbrances, agreements, restrictions, exceptions, reservations, limitations and other matters, if any, described or referred to in the Attachment.

SUBJECT, HOWEVER, also to the condition that neither the Trustee nor any Noteholder (as herein defined) shall ever be liable in any respect for the performance of any covenant, obligation or liability of Grantor in respect of the Mortgaged Properties, or to make any payment.

PROVIDED, HOWEVER, that the Mortgaged Properties shall never include any properties, rights, titles, interests or estates which may be acquired by Grantor more than twenty (20) years after the date of this Mortgage.

TO HAVE AND TO HOLD the Mortgaged Properties, together with all and singular the rights, estates, hereditaments, powers and privileges in any way appurtenant or incident thereto, unto the Trustee and his successors or substitutes in this trust and to his or their successors and assigns, forever.

BUT IN TRUST, NEVERTHELESS, for the benefit and security of the holders of the indebtedness secured hereby and upon the trusts and subject to the terms and provisions herein set forth.

And Grantor has covenanted, declared and agreed, and does hereby COVENANT, DECLARE and AGREE, with the Trustee and the Lender as follows:

ARTICLE I

Secured Indebtedness

1.1 This instrument (hereinafter called the "Mortgage") is made irrevocably in trust, with power of sale, to secure and enforce the payment of the following notes, obligations, indebtedness and liabilities:

(a) All amounts owing or to become owing on one certain promissory note dated June 25, 1985, in the principal amount of Fifty Million and no/100 Dollars ($50,000,000.00), made by Grantor, Leon County Transmission Company, ITR Petroleum, Inc., and ITRP Acquisition Company, and payable to the order of the Lender on or before May 31, 1989, bearing interest at the rate therein provided and containing a provision for the payment of a reasonable additional amount as collection and attorneys' fees, and all other notes given in substitution therefor or in renewal, extension or modification thereof, in whole or in part (including, but not limited to, the Term Note, as such term is defined in the Loan Agreement), all such notes being hereinafter collectively called the "Note", and the Lender and each and every subsequent holder from time to time of the Note or any part thereof or any interest therein being hereinafter called the "Noteholder". In this regard the Loan Agreement expressly obligates the Lender to make advances from time to time to Grantor, Leon County Transmission Company, ITR Petroleum, Inc., or ITRP Acquisition Company, upon the terms and conditions therein set forth, Grantor, Leon County Transmission Company, ITR Petroleum, Inc., and ITRP Acquisition Company having the right to borrow, repay and reborrow, so long as the aggregate unpaid balance of the Note shall never exceed Fifty Million and No/100 Dollars ($50,000,000.00) at any one time outstanding. All of such sums are intended to be secured by the liens and security interests hereby created. Reference is hereby made to said Note and Loan Agreement for all of their respective terms and provisions;

(b) All indebtedness incurred or arising pursuant to or permitted by the provisions of this Mortgage and any other security instrument or loan agreement (including, without limitation, the Loan Agreement) now or hereafter executed to secure or in connection with the Note;

(c) All other loans and future advances made by the Noteholder to Grantor and all other debts, obligations and liabilities of every kind and character now or hereafter owing by Grantor to the Noteholder, whether direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to the Noteholder or to a third party and subsequently acquired by the Noteholder and whether such debts, obligations, and liabilities are evidenced by note, open account, overdraft, application for letter of credit, indorsement, application for letter of credit, surety agreement, guaranty or otherwise. Nothing herein shall be construed to impose any obligation upon the Lender or any Noteholder to make any such loans or advances; and

(d) Any and all renewals, extensions, modifications and rearrangements of any of the foregoing.

1.2 The indebtedness referred to in clauses (a), (b), (c) and (d) of Section 1.1 and all renewals, extensions, modifications and rearrangements thereof are hereinafter sometimes referred to as the "secured indebtedness".

ARTICLE II

Representations, Warranties and Covenants

2.1 Grantor represents, warrants and covenants to and with the Trustee and the Noteholder that Grantor is solvent; that no bankruptcy or insolvency proceedings are pending or contemplated by or against Grantor; that Grantor has good and marketable title to the Mortgaged Properties and has good right and authority to grant, bargain, sell, transfer, convey, assign and mortgage the same; that all oil, gas and/or mineral leases and leasehold estates, gas purchase and sales contracts, pipeline easements and rights-of-way, processing contracts, franchises, licenses and other agreements comprising or relating to the Mortgaged Properties or any portion thereof are valid and subsisting and are in full force and effect; that the aggregate of all such leases, estates, contracts, easements, rights-of-way, processing contracts, franchises, licenses and other agreements which are not valid and subsisting and in full force and effect is not material as to any one Property; that such leases are subject to no overriding royalties or other burdens or charges, except as reflected herein or in the Attachment annexed hereto and that all rents, royalties and other payments due and payable under each of the Mortgaged Properties have been properly and timely paid and all oil and gas production and severance taxes payable by Grantor have been duly paid; that the Mortgaged Properties are free and clear from all liens and encumbrances except the lien evidenced by this Mortgage, except as shown in such Attachment and except as permitted by the Loan Agreement; and Grantor does hereby bind itself, its successors, assigns, receivers and trustees to warrant and forever defend the title to the Mortgaged Properties unto the said Trustee, his successors and assigns, against the claims of all persons whomsoever claiming or to claim the same or any part thereof. Any additional right, title or interest which Grantor may hereafter acquire or become entitled to in the properties aforesaid or in the oil, gas or other minerals in and under or produced therefrom shall inure to the benefit of this trust, the same as if expressly described and conveyed herein. Grantor also warrants that (1) Grantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and is duly licensed or qualified and in good standing as a foreign corporation authorized to do business in each jurisdiction in which any part of the Mortgaged Properties is located, (2) the execution and delivery of this Mortgage are within Grantor's corporate powers and have been duly authorized by Grantor by all necessary corporate action (no shareholder action of Grantor being required for Grantor to execute and deliver this Mortgage), and (3) this Mortgage is the legal, valid and binding obligation of Grantor enforceable against Grantor 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.

2.2 Grantor covenants and agrees with the Trustee and the Noteholder as follows:

(a) Grantor will make prompt payment of the Note and of all installments of principal and interest thereon and of all other secured indebtedness as and when the same shall become due.

(b) Grantor will continuously maintain Grantor's corporate existence and full corporate power to own and operate the Mortgaged Properties and Grantor's right to do business in each State where any part of the Mortgaged Properties is situated. Grantor will promptly pay all income, franchise and other taxes owing by Grantor and any stamp, documentary, transaction and recording taxes which may be required to be paid with respect to this Mortgage or any other instrument evidencing or securing any of the secured indebtedness.

(c) Grantor will cause all of the Mortgaged Properties to be continuously maintained, developed and operated for the production of Hydrocarbons and other minerals in a good and workmanlike manner and in accordance with sound field practices, applicable operating agreements and all applicable federal, state and local laws, rules and regulations (including, but not limited to, all applicable proration and conservation laws and all laws relating to the protection of the environment) and will not allow any of the Mortgaged Properties to be surrendered, abandoned, terminated or impaired in any manner; provided, however, that nothing contained in this section shall require Grantor to comply with any law, rule or regulation so long as the validity or applicability thereof shall be contested in good faith and by appropriate proceedings diligently conducted. Grantor will pay or cause to be paid all rentals, royalties, shut-in and other payments with respect to the Mortgaged Properties.

(d) Grantor will cause the Mortgaged Properties and all related machinery, pipelines, equipment, improvements and personal property of any kind now or hereafter used or obtained in connection with the operation thereof to be kept in good and effective operating condition and all necessary repairs, replacements, additions and improvements thereto to be made. Grantor will do or cause to be done all things necessary in accordance with the most approved practices of prudent operators in the industry to maintain, and to protect from diminution, the productive capacity of each producing well now or hereafter included in the Mortgaged Properties, including, but not limited to, cleaning out and reconditioning of wells, recompletion of wells at higher levels, drilling of substitute wells to the same formation and drilling of additional wells to conform to changed spacing regulations or to satisfy offset requirements. Grantor will cause to be done such development work as may reasonably be necessary for the prudent and economical handling of the Mortgaged Properties in accordance with the most approved practices of prudent operators in the industry.

(e) Grantor will observe and comply with all of the terms and provisions, express or implied, of all oil, gas and mineral leases included in or relating to the Mortgaged Properties (herein called the "Subject Leases") and other agreements constituting a part of or affecting the Mortgaged Properties. Grantor will also protect all oil and gas properties included in the Mortgaged Properties against

drainage of oil, gas and other Hydrocarbons thereunder by reason of production on other properties.

(f) Grantor will observe and comply with all of the terms and provisions of all easements, licenses, franchises, permits and contracts (both existing and future) which are part of the Mortgaged Properties or which are incident to the operation of any of the Mortgaged Properties. Without limiting the foregoing, Grantor will fully comply with all covenants and make timely payments of all amounts payable under gas purchase and gas processing contracts held by Grantor and will also fully perform all obligations and covenants of the seller under all gas sales contracts and all condensate, distillate and other product sales contracts and processing contracts held by Grantor.

(g) Grantor will cause all debts and liabilities of any character incurred in the operation, maintenance and development of the Mortgaged Properties (including, but not limited to, all debts and liabilities for labor, material and equipment) to be paid punctually when due.

(h) If the validity or priority of this Mortgage or of any rights, titles, liens or interests created or evidenced hereby with respect to the Mortgaged Properties or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted with respect thereto, Grantor will give immediate written notice thereof to the Noteholder. At Grantor's own cost and expense, Grantor will diligently endeavor to cure any defect that may be developed or claimed and will take all necessary and proper steps for the defense of any such proceedings, including, but not limited to, the employment of counsel agreeable to the Noteholder, the prosecution or defense of litigation and the release or discharge of all adverse claims. The Trustee and the Noteholder, or any of them (whether or not named as parties to such proceedings), are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings, including, but not limited to, the employment of independent counsel, the prosecution or defense of litigation, and the compromise or discharge of any adverse claims made with respect to the Mortgaged Properties, and all expense so incurred of every kind and character shall be payable by Grantor to the Trustee or the Noteholder on demand, shall bear interest at the same rate as is provided in the Note for interest on past due principal (the "Past Due Rate") from the date of expenditure until paid and shall be a part of the secured indebtedness. The party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

(i) Except as permitted by the Loan Agreement, Grantor will not, without the prior written consent of the Noteholder, create, suffer or permit to exist any lien, security interest, assignment, charge or encumbrance on or against any of the Mortgaged Properties, and should any such lien, security interest, assignment, charge or encumbrance hereafter be in any manner attached to any part of the Mortgaged Properties without the prior written consent of the Noteholder, Grantor will cause the same to be promptly discharged. The term "lien" shall include, but is not limited to, federal and state tax liens, abstracts of judgment and mechanic's and materialman's lien claims.

(j) Grantor will pay all taxes, assessments and governmental charges of every kind and character charged, levied or assessed on or against the Mortgaged Properties, or any part thereof, or against the interest of the Trustee or the Noteholder therein, and all franchise taxes, production, severance, excise, windfall profit and other similar taxes or charges, promptly when due; but Grantor shall have the right to contest any such tax, assessment or charge in good faith, and while any such contest is pending and being prosecuted by Grantor by appropriate proceedings diligently conducted, Grantor shall not be in default hereunder, provided there have been set aside with respect to such taxes, assessments or charges reserves deemed adequate by the Noteholder. In the event Grantor should fail or refuse to pay or discharge promptly when due any such tax, assessment or charge, the Trustee or the Noteholder shall have the right (but shall not be obligated) to pay all the same and shall be subrogated to all rights, liens and equities of the recipient of such payment, and the amount so paid shall be payable by Grantor to the Trustee or the Noteholder on demand, shall bear interest at the Past Due Rate from the date of expenditure until paid and shall be a part of the secured indebtedness.

(k) None of the buildings, improvements or tangible personal property constituting any part of the Mortgaged Properties will be removed or destroyed without the prior written consent of the Noteholder.

(l) Without the prior written consent of the Noteholder, Grantor will not surrender or abandon any portion of the Mortgaged Properties, abandon any well located on any of the Mortgaged Properties, or pool or unitize any portion of the Mortgaged Properties nor any of Grantor's rights, title and/or interest therein or thereto.

(m) Grantor will keep complete and accurate books and records in accordance with Good Accounting Practice (as defined in the Loan Agreement) in which full, true and correct entries shall be promptly made as to all operations on the Mortgaged Properties and of all other operations of Grantor. All such books and records shall at all times during normal business hours be subject to inspection and copying by the Noteholder and its accredited representatives. If, and as often as, requested by the Noteholder, Grantor shall make reports in such form as the Noteholder shall prescribe setting out full data as to production, revenues and expenses associated with the Mortgaged Properties.

(n) Grantor will, promptly on request of the Trustee or the Noteholder, correct any defect, error or omission which may be discovered in the contents of this Mortgage, the Note, or other documents executed in connection herewith or in the execution or acknowledgment of any thereof; execute and deliver any and all additional instruments as may be requested by the Trustee or the Noteholder to correct such defect, error or omission or to identify any additional properties which are or become subject to this Mortgage; execute, acknowledge and deliver such further assurances and instruments as shall be, in the opinion of the Trustee or the Noteholder, necessary or proper to convey and assign to the Trustee or the Noteholder all of the Mortgaged Properties herein conveyed or assigned, or intended so to be; at any time upon request, properly execute and file in such

filing offices as the Trustee or the Noteholder may request any financing statement, any continuation or extension of financing statement, or other documents desired by the Noteholder in connection with the Uniform Commercial Code in the particular state; execute and deliver, from time to time upon request by the Trustee or the Noteholder, such additional security agreements, financing statements and other assurances as may be desired by the Trustee or the Noteholder with reference to properties (of any classification) described or intended to be described in this instrument or any exhibit hereto either in the general or specific descriptions and including, without limitation, items of after-acquired property; and at its own expense (insofar as not contrary to applicable law) record and re-record, file and refile and register and re-register this instrument and every other instrument in addition or supplemental hereto that shall be required by law in order to perfect and maintain the lien and security interest intended to be created hereby, in such manner and places and within such times as may be necessary to perfect and maintain such lien and security interest and preserve and protect the rights and remedies of the Trustee and the Noteholder and will furnish satisfactory evidence of every such recording, filing and registration to the Trustee and the Noteholder.

(o) Promptly at any time upon request and from time to time upon request, Grantor will execute and deliver written Notices of Assignment to any person or corporation owing or which may in the future (while this Mortgage remains unreleased) owe to Grantor moneys or accounts arising in connection with any of the following matters:

(1) any oil, gas or mineral production from the Mortgaged Properties;

(2) any gas contracts, processing contracts or other contracts described (either in the general or specific descriptions) in this instrument or any exhibit hereto;

(3) the operation of any part of the Mortgaged Properties; or

(4) all amounts and accounts which may accrue otherwise in connection with the Mortgaged Properties or the operation or production thereof;

advising such third parties that all such moneys and accounts have been assigned to the Noteholder and requiring and directing that future payments thereof (including amounts then owing and unpaid) be paid to the Noteholder in accordance with the assignments set out in Article III below.

(p) Grantor will indemnify and hold harmless the Trustee and the Noteholder from and against all claims, demands, liabilities and causes of action on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Properties or with this Mortgage or any of the secured indebtedness, save and except for their willful misconduct.

(q) Grantor will proceed with diligence to correct any defect in title to the Mortgaged Properties should any such defect be found to exist after the execution and deli-

very of this instrument; and in this connection, should it be found after the execution and delivery of this instrument that there exists upon the Mortgaged Properties any lien or encumbrance not permitted hereby or should any such hereafter arise, Grantor will promptly discharge and remove any such lien or encumbrance.

(r) Grantor will keep such part of the Mortgaged Properties as is of an insurable nature and of a character usually insured by persons operating similar properties insured in amounts satisfactory to the Noteholder with companies of recognized responsibility satisfactory to the Noteholder against loss or damage by fire, lightning, hail, tornado, explosion and against other hazards customarily insured against, and all policies evidencing such insurance shall contain clauses providing that the proceeds thereof shall be payable to the Noteholder as its interest may appear; and in the event of any loss insured under any of said policies, the Noteholder shall have the right to collect the same, and all amounts so received shall be applied toward costs, charges and expenses, if any, incurred in the collection thereof, then to the payment of the secured indebtedness (whether or not then due) in such order as the Noteholder may in its sole discretion elect, with any balance remaining to be subject to the order of Grantor; provided, however, that Grantor may be permitted by the Noteholder to receive all of said proceeds so collected for the sole purpose of reimbursing Grantor for proper expenditures made in repairing or restoring the damaged property, and the payment of said proceeds from said policies to Grantor for the purpose provided for herein shall not impair any right, title, interest or lien hereunder. The Noteholder is hereby authorized but not obligated to enforce in its name or in the name of Grantor payment of any and all of said policies or settle or compromise any claim in respect thereof, and to collect and make receipts for the proceeds thereof. From time to time, the Noteholder may waive certain of the insurance requirements herein contained, but any such waiver must be in writing and any waiver shall be revocable upon written notice to Grantor.

(s) Grantor will permit the Trustee and the Noteholder and their respective accredited agents, representatives and employees at all times to go upon, examine, inspect and remain on the Mortgaged Properties and to go upon the derrick floor of any well at any time drilled or being drilled thereon. Grantor will furnish to the Noteholder on request all pertinent information in regard to the development and operation of the Mortgaged Properties or any part thereof.

(t) Promptly upon request from the Noteholder, Grantor will furnish and deliver complete abstracts of title prepared by competent abstractors and covering title to the real property hereby mortgaged from the sovereignty of the soil to the latest practicable date. Should Grantor fail to furnish such abstracts upon request, the Noteholder may proceed to obtain such abstracts, and any and all costs so incurred shall be payable by Grantor to the Noteholder, on demand, shall bear interest at the Past Due Rate from the date of expenditure until paid and shall be a part of the secured indebtedness. Grantor shall furnish the Noteholder a copy of each title opinion or report which Grantor may now have or may hereafter obtain with respect to any part of the Mortgaged Properties. Each such abstract, opinion and report shall constitute a part of the Mortgaged Properties.

(u) Grantor will, if requested by the Trustee or the Noteholder, furnish to the Trustee or the Noteholder all information and data possessed by Grantor with respect to the Mortgaged Properties, including, but not limited to, full information with regard to the wells drilled or reworked or drilling or reworking operations being conducted thereon, electrical logs, core analyses and well pressure reports. Copies of any reserve report or study which Grantor causes to be made or obtains with respect to the Mortgaged Properties or any part thereof shall be furnished to the Trustee or the Noteholder without charge promptly upon their receipt by Grantor.

(v) Grantor will make available to the Noteholder, and its engineers, attorneys and representatives, at any time requested, its complete files on and all contracts pertaining to the Mortgaged Properties and the wells, pipelines and other property located thereon, or regarding the operations of (or the production from) the Mortgaged Properties, and in the event the Noteholder or the Trustee should take possession of the Mortgaged Properties under this Mortgage, the Noteholder or the Trustee, as the case may be, shall be entitled to possession of all such files and contracts. Should this Mortgage be foreclosed (howsoever such foreclosure may be effected), the purchaser at the foreclosure sale shall be entitled to all such files and contracts.

(w) Grantor will not enter into any new operating agreement or amendment of any existing operating agreement affecting all or any part of the Mortgaged Properties or agree to a change in the operator of all or any part of the Mortgaged Properties without the prior written consent of the Noteholder. Grantor will send to the Noteholder promptly upon receipt thereof by Grantor copies of all division orders, notices and other information with respect to the Mortgaged Properties.

(x) Grantor will promptly pay its share of all costs and expenses incurred under any joint operating agreement affecting the Mortgaged Properties or any portion thereof and will furnish the Noteholder as and when requested full information as to the status of any such operating agreement and of operations thereunder, including, but not limited to, Grantor's status as a consenting or non-consenting party and the status of any joint account maintained with others under any such operating agreement.

(y) Grantor will pay on demand by the Noteholder all costs and expenses heretofore or hereafter incurred by the Noteholder for legal, engineering or geological services rendered to it in connection with the making of the initial or any future loan secured in whole or in part by this Mortgage and/or in the enforcement of any of the Noteholder's rights hereunder.

(z) Prior to acquisition of all portions of the Mortgaged Property by Grantor, all parties holding preferential rights to purchase, rights of first refusal or any similar rights waived or otherwise declined to exercise such rights with respect to the assignment of the Mortgaged Property to Grantor. Without limiting any representations or warranties contained herein, the Loan Agreement or any other instrument securing the Note, if any such right is exercised and results in the less of all or any portion of Grantor's right, title and interest in the Mortgaged

Property, the recision or revocation of any assignment of the Mortgaged Property to Grantor or a declaration or finding by Governmental Authority that the Grantor's right, title and interest (as warranted to Noteholder herein, in the Loan Agreement or in any other instrument securing the Note) is invalid, Grantor shall promptly pay to Noteholder as a prepayment of interest and principal on the Note all sums received by, reimbursed to or recovered by Grantor with respect to such Mortgaged Property as a result of or based on such loss, recision, revocation, declaration or finding.

2.3 Grantor will take all action and exercise all rights and remedies available to Grantor to cause the owner or owners of the working interest in the Mortgaged Properties to comply with the covenants and agreements contained herein. With respect to those Subject Leases which are being operated by operators other than Grantor, Grantor shall not be obligated itself to perform any undertakings contemplated by the covenants and agreements contained herein which are performable only by such operators and are beyond the control of Grantor; however, Grantor will promptly take all actions available to Grantor, under any operating agreement or otherwise, to bring about the performance of any such undertakings by such operators.

2.4 Grantor agrees that, if Grantor fails punctually to perform any act or to take any action which hereunder Grantor is required to perform or take or to pay timely any money which hereunder Grantor is required to pay, the Noteholder or the Trustee, in Grantor's name or its or his own name, may (but shall not be obligated to) perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by the Noteholder and any money so paid by the Noteholder (and all sums which may be paid by the Noteholder or the Trustee pursuant to Section 3.5 hereof and all related court costs, attorneys' fees and other expenses of every kind and character) shall be payable by Grantor to the Noteholder or the Trustee on demand, shall bear interest from the date of making such payment until paid at the Past Due Rate and shall be a part of the secured indebtedness. The Noteholder or the Trustee, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. The exercise of the privileges granted in this paragraph shall in no wise be considered or constitute a waiver of the right of the Noteholder upon the occurrence of an Event of Default hereunder or at any time thereafter to declare the secured indebtedness to be at once due and payable but is cumulative of such right and all other rights herein given.

ARTICLE III

Assignment of Production, Accounts, Contract Rights, General Intangibles and Proceeds

3.1 Independent but cumulative of any and all other rights and remedies herein provided for, Grantor hereby BARGAINS, SELLS, TRANSFERS, ASSIGNS, SETS OVER and DELIVERS to the Lender and each other Noteholder, and grants to the Lender a security interest in, all of the following:

(a) All Hydrocarbons and other minerals, and the proceeds therefrom, produced and to be produced from the Mortgaged Properties from and after the Effective Date (as hereafter defined);

(b) All accounts and general intangibles and all proceeds payable to or to become payable to Grantor or to

which Grantor is or becomes entitled under all gas sales contracts, all oil, distillate or condensate sales contracts, all gas transportation contracts and all gas processing contracts, present or future, relating to or now or hereafter to become a part of the Mortgaged Properties; and

(c) All amounts, sums, revenues and income payable to or to become payable to Grantor from any of the Mortgaged Properties (including after-acquired properties) or under any contract, present or future, relating to any gas pipeline system or processing plant or unit now or hereafter constituting a part of the Mortgaged Properties.

The office where the records of Grantor with respect to the Mortgaged Properties are kept is located at the address shown opposite the signature of Grantor to this Mortgage, and Grantor agrees that the place at which such records are kept will not be changed without thirty (30) days' prior written notice to the Noteholder.

3.2 Grantor hereby authorizes and empowers the Noteholder to demand, collect, receive, receipt for and hold all of the property described in Section 3.1 hereof and to execute and deliver, in the name of Grantor or in its own name, any release, receipt, division order, payment order, transfer order, relinquishment or other instrument that may be required or advisable in the opinion of the Noteholder to collect and receive such production or the proceeds therefrom. Grantor agrees that all such releases, receipts, division orders, payment orders, transfer orders, relinquishments and other instruments which the Noteholder may from time to time execute and deliver for the purpose of collecting or receipting for such production or the proceeds therefrom may be relied upon in all respects and shall be binding upon Grantor and Grantor's successors, assigns, receivers and trustees. No party making payment shall have any responsibility to see to the application of any funds paid to the Noteholder, but any such party shall be fully protected in making such payment to the Noteholder under the assignments herein contained. Should the Noteholder bring suit against any third party for collection of any amounts or sums included within this assignment (and the Noteholder shall have the right to bring any such suit), it may sue either in its own name or in the name of Grantor.

3.3 Grantor hereby authorizes and directs all pipeline companies, gathering companies and others purchasing or receiving oil, gas, casinghead gas and other Hydrocarbons and mineral production from the Mortgaged Properties or having in their possession any such production or the proceeds therefrom to pay and deliver the same to the Noteholder as follows:

Texas Commerce Bank National Association
712 Main Street
Houston, Texas 77002

Attention: Loan and Discount Division

and such authorization shall continue until this Mortgage is released.

3.4 Independent of the foregoing provisions and authorities herein granted, Grantor agrees to execute and deliver any and all instruments, including, but not limited to, transfer, payment and division orders, which may be requested by the Noteholder or which may be required by any purchaser of production from any of the Mortgaged Properties and to furnish to the Noteholder all such information (including but not limited to infor-

mation as to the ownership of other parties) in connection with the receipt by the Noteholder of such production or the proceeds therefrom. Grantor agrees to indemnify and keep and hold the Trustee and the Noteholder free and harmless from all parties whomsoever having or claiming an adverse interest in said leases, properties and interests and the production and proceeds therefrom, and in this respect agrees to pay all expenses, costs, charges and attorneys' fees that may be incurred by the Trustee and the Noteholder as to any of said matters.

3.5 Any provision contained in any note or notes evidencing the secured indebtedness or any part thereof to the contrary notwithstanding, the Noteholder may apply all sums of money paid to the Noteholder in accordance with this assignment (or so much thereof as it elects) to the payment of the secured indebtedness in such manner and order as the Noteholder may in its discretion elect regardless of whether the application so made shall exceed the payments of principal and interest then due as provided in such note or notes. After such application has been so made by the Noteholder, the balance of any such payment or payments remaining shall be paid to Grantor. It is understood and agreed that should said payments provided for by this assignment be less than the sum or sums then due on the secured indebtedness, such sum or sums then due shall nevertheless be paid by Grantor, ITR Petroleum, Inc., Leon County Transmission Company and ITR Petroleum (Delaware), Inc. in accordance with the provisions of the note or notes or other instrument or instruments evidencing the secured indebtedness, and neither this assignment nor any provision herein contained shall in any manner be construed to affect the terms and provisions of said note or notes or other instrument or instruments or to detract from the absolute obligation of Grantor, ITR Petroleum, Inc., Leon County Transmission Company and ITR Petroleum (Delaware), Inc. to make prompt payment of the secured indebtedness in accordance with its terms. Likewise, neither this assignment nor any provision herein contained shall in any manner be construed to affect the lien, rights and remedies herein granted securing the secured indebtedness, nor Grantor's liability therefor. The rights under this assignment are cumulative of the other rights, remedies and powers granted under this Mortgage.

3.6 Should any person now or hereafter purchasing or taking oil, gas, other Hydrocarbons or other minerals attributable to the Mortgaged Properties fail to make payment promptly to the Noteholder of the hereby assigned proceeds of production, the Noteholder shall have the right to make, or to require Grantor to make, a change of connection and the right to designate or approve the purchaser with whose facilities a new connection shall be made, without liability or responsibility in connection therewith, so long as ordinary care is used in making such designation, and Grantor agrees to pay to the Noteholder the amount of any proceeds of production attributable to the Mortgaged Properties not promptly paid to the Noteholder by any person having responsibility for payment thereof.

3.7 If under any existing sales arrangement or gas transportation contract any proceeds of production are required to be paid by the purchaser to Grantor so that under such existing agreement payment cannot be made of such proceeds to the Noteholder, Grantor's interest in all such proceeds under such agreements and in all other proceeds which for any reason may be paid to Grantor shall, when received by Grantor, constitute trust funds in Grantor's hands and shall be immediately paid over to the Noteholder.

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3.8 The Lender and each other Noteholder is hereby absolved from all liability for failure to enforce collection of the proceeds of production and from all other responsibility in connection therewith, except the responsibility to account to Grantor for funds actually received. Grantor agrees to indemnify and hold harmless the Lender and each other Noteholder and the Trustee against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that any of them received (either before or after payment in full of the secured indebtedness) funds from the production of oil, gas, other hydrocarbons or other minerals claimed by third persons, and the Lender, each other Noteholder and the Trustee shall each have the right to defend against any such claims or actions, employing attorneys of their own selection, and the right to compromise and adjust any such claims, actions and judgments. In addition to the rights to be indemnified as herein provided, all amounts paid by the Lender, each other Noteholder or the Trustee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character incurred by the Trustee, the Lender, each other Lender or any other Noteholder pursuant to the provisions of this section, shall be payable by Grantor to such person on demand, shall bear interest from date of expenditure until paid at the Past Due Rate and shall be a part of the secured indebtedness. The obligations of Grantor contained in this section shall survive the foreclosure or release of this Mortgage.

3.9 The Noteholder may, in its sole discretion and without detracting from, impairing or diminishing the assignment herein contained, permit funds received by it to be returned to Grantor (rather than applied to the secured indebtedness) by deposit to its account for use in Grantor's operations.

ARTICLE IV

Waiver and Partial Release

4.1 The Noteholder may at any time and from time to time in writing:

(a) Waive compliance by Grantor with any covenant herein made by Grantor to the extent and in the manner specified in such writing;

(b) Consent to Grantor's doing any act which hereunder Grantor is prohibited from doing, or to Grantor's failing to do any act which hereunder Grantor is required to do, to the extent and in the manner specified in writing; or

(c) Release all or any part of the Mortgaged Properties, or any interest therein, or any proceeds of production or other income herein or hereafter assigned or pledged, from the lien of this Mortgage, without the joinder of the Trustee.

No such act by the Noteholder shall in any way impair the rights of the Noteholder hereunder except to the extent specifically agreed by the Noteholder in such writing.

4.2 The Noteholder shall at all times have the right to do any of the following:

(a) Grant any forbearance, renewal, extension or modification (whether one or more) with respect to any secured indebtedness;

(b) Surrender, compromise, release, renew, extend, exchange or substitute any item of the Mortgaged Properties or any part thereof or any interest therein, or any of the proceeds of production or other income herein or hereafter assigned to the Noteholder, or any other security which the Noteholder may now or hereafter have securing the secured indebtedness; or

(c) Grant any release or indulgence to Grantor or to any endorser, guarantor or surety of any secured indebtedness,

without releasing any other part of said property, proceeds or income, and without affecting the lien hereof as to the part or parts thereof not so released, or the right to receive future proceeds and income.

ARTICLE V

Possession Until Default; Defeasance

5.1 Unless an Event of Default (as defined in Section 6.1 hereof) shall have occurred, Grantor shall retain full right to the Mortgaged Properties (except the proceeds of production and other sums assigned under Article III hereof), subject, however, to all of the terms and provisions of this Mortgage.

5.2 Upon the termination of the Loan Agreement, all rights under this Mortgage shall terminate, and the Mortgaged Properties shall become wholly clear of the liens, conveyances, assignments and security interests contained herein, and the same shall be released by the Noteholder in due form at Grantor's cost.

ARTICLE VI

Events of Default; Remedies

6.1 The term "Event of Default" as used in this Mortgage shall mean the occurrence of an Event of Default under the Loan Agreement.

6.2 Upon the occurrence of an Event of Default, and at any time thereafter:

(a) All secured indebtedness in its entirety shall, at the option of the Noteholder, become immediately due and payable without presentment, demand, notice of intention to accelerate or other notice of any kind, all of which are hereby WAIVED, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as the Noteholder may elect.

(b) The Trustee and the Noteholder shall have the right and power to proceed by suit or suits in equity or at law, whether for the specific performance of any covenant or agreement of Grantor herein contained or in aid of the execution of any power herein granted, or for foreclosure or the sale of the Mortgaged Properties or any part thereof under the judgment or decree of any court of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Properties, or for the enforcement of any other appropriate legal or equitable remedy.

(c) The Trustee, upon the written request of the Noteholder, shall be authorized and empowered and it shall be his special duty to sell the Mortgaged Properties or any part thereof. Such sale may be at one or more sales, as an entirety or in parcels, as the Trustee may elect, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustee may deem appropriate. In the event the Noteholder shall request the Trustee to sell the Mortgaged Properties or to proceed by suit as herein provided, the Noteholder shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred upon him; provided, however, that the Trustee shall have the power to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken. If and to the extent permitted by applicable law:

(1) Any foreclosure sale hereunder may be as an entirety or in such parcels as the Noteholder may request, and any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law.

(2) Any and all statements of fact or other recitals made by the Noteholder or by the Trustee as to nonpayment of the secured indebtedness or as to the occurrence of any Event of Default, or as to all of the secured indebtedness having become due and payable, or as to the refusal, failure or inability to act of the Trustee, or as to any other act or thing having been duly done by the Noteholder or by the Trustee, shall conclusively establish the truth and accuracy of the matters so stated and recited.

(3) The Trustee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any foreclosure proceeding instituted by the Trustee, but in the name and on behalf of the Trustee.

(4) It shall not be necessary for the Trustee or any public officer to have physically present or constructively in his possession at any sale any of the Mortgaged Properties.

(5) Any sale or sales of the Mortgaged Properties, whether under the power of sale hereby given 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 Grantor of, in and to the premises and property sold, and shall be a perpetual bar, both at law and in equity, against Grantor, its successors, assigns, receivers and trustees, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under Grantor, its successors, assigns, receivers and trustees; nevertheless, Grantor, if requested by the Trustee or the Noteholder so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

(6) Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the receipt of the Trustee, or of the officer making a sale under judicial proceedings,

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

(7) The purchaser at any such sale shall not, nor shall his heirs, devisees, administrators, executors, personal representatives, successors or assigns be deemed to have, by reason of the acquisition of property or rights mortgaged hereunder, assumed any liability or obligation of any lessee or operator of the Mortgaged Properties, or any part thereof, arising by reason of any occurrence taking place prior to such sale.

(8) After each sale, the Trustee shall make to the purchaser or purchasers at such sale good and sufficient conveyances in the name of Grantor, conveying the property so sold to the purchaser or purchasers with the same warranty of title made herein by Grantor, and shall receive the proceeds of said sale or sales and apply the same as herein provided, and Grantor binds itself, its successors and assigns, receivers and trustees, to warrant and forever defend such title.

(9) The power of sale granted herein shall not be exhausted by one or any sale held hereunder, and such power of sale shall exist and may be exercised in any manner provided by law or herein from time to time and as many times as the Noteholder may deem necessary until all of the Mortgaged Properties have been duly sold and all secured indebtedness has been fully paid.

(d) The Trustee shall be authorized and empowered, and it shall be his special duty at the request of the Noteholder, to enforce this trust and to sell the Mortgaged Properties which may be located in the State of Texas as an entirety or in parcels, as the Trustee acting may designate, at the courthouse of any county in the State of Texas in which a part of said Mortgaged Properties being sold may be situated at public vendue to the highest bidder for cash between the hours 10 a.m. and 4 p.m. on the first Tuesday in any month after having given notice of such sale in accordance with the Statutes of Texas now in force (which is Section 51.002 of the Texas Property Code) governing sales of real estate under powers of sale conferred by a deed of trust. If the applicable statute should be hereafter amended to provide a different notice of sale applicable to sales of real estate under power of sale conferred by a deed of trust, the Trustee may, in his sole discretion, give either the notice of sale now provided to be given under said Section 51.002 or that prescribed by the amended statute. The notice provided in this section shall, in addition to being posted as herein set forth, be filed simultaneously in the office of the county clerk of each county in which the Mortgaged Properties are located.

(e) The Trustee or the Noteholder shall as a matter of right be entitled to the immediate appointment of a receiver or receivers to be designated by the Noteholder for all or any part of the Mortgaged Properties, whether such receivership be incident to a proposed sale of such property

or otherwise, and Grantor does hereby consent to the immediate appointment of such receiver or receivers, agrees not to oppose any application therefor by the Trustee or the Noteholder, and agrees that such appointment shall in no manner affect the rights of the Noteholder under Article III hereof.

(f) Grantor will, upon request of the Trustee or the Noteholder, execute and deliver to such person or persons as may be designated by the Trustee or the Noteholder appropriate powers of attorney to act for and on behalf of Grantor in all transactions of Grantor relating to any of the Mortgaged Properties.

(g) The Trustee and the Noteholder, or either of them, are authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon and take possession of any of the Mortgaged Properties, and to exclude Grantor and Grantor's agents or servants wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that Grantor 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 Grantor 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, and shall further have full right and power, but shall not be obligated, to enter work-over operations, drill additional wells and to exercise every power, right and privilege of Grantor with respect to the Mortgaged Properties. 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 secured indebtedness paid, such properties shall, if there has been no sale or foreclosure, be returned to Grantor. All costs, expenses and liabilities of every character incurred by the Trustee, or the Agent, in managing, operating and maintaining such properties, including, but not limited to, all costs of additional drilling and reworking, whether successful or unsuccessful, shall be payable by Grantor to the Trustee or the Noteholder on demand, shall bear interest from date of expenditure until paid at the Past Due Rate and shall be a part of the secured indebtedness.

6.3 This instrument shall be effective as a mortgage as well as a deed of trust and may be foreclosed as to any of the Mortgaged Properties in any manner permitted by the laws of any state in which any part of the Mortgaged Properties is situated, and any foreclosure suit may be brought by the Trustee or by the Noteholder.

6.4 The proceeds of any sale or sales of the Mortgaged Properties, whether under the power of sale hereby given or by virtue of judicial proceedings, shall be applied:

FIRST, to the payment of all costs and expenses incident to such foreclosure and sale, including, but not limited to, expenses of advertising, sale and conveyance, all court costs, compensation of agents and employees and legal fees, and the payment of any and all taxes, assessments, charges, liens and security interests superior to the lien of this mortgage, and charges of every character in the event foreclosed by suit, and a reasonable fee to the Trustee acting under the provisions of this Article VI if fore-

closed by power of sale as provided in said section, not exceeding five percent (5%), to be estimated upon the amount realized at such sale;

SECOND, to the payment of the secured indebtedness in such order as the Noteholder may in its sole discretion elect, including attorneys' fees under the Note, which shall be cumulative of the trustee's fee hereinabove provided for; and

THIRD, the remainder, if any there shall be, shall be paid to Grantor or to Grantor's representatives, successors or assigns, as their interests may appear.

Grantor shall be and remain liable for any deficiency.

6.5 The Noteholder shall have the right to become the purchaser at any sale held by any Trustee or by any court, receiver or public officer, and any Noteholder purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured indebtedness owing to such Noteholder, or if such Noteholder holds less than all of such indebtedness the pro rata part thereof owing to such Noteholder, accounting to all such Noteholders not joining in such bid in cash for the portion of such bid or bids apportionable to such nonbidding Noteholder or Noteholders.

6.6 All rights, powers and remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity, and the Trustee and the Noteholder shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the liens evidenced hereby, and the resort to any remedy provided for hereunder or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. Each and every right, power and remedy, whether specifically given herein 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 Noteholder, 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 the Noteholder 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.

6.7 The Noteholder may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to the Noteholder in its sole and uncontrolled discretion, and any action shall not in anywise be considered as a waiver of any of the rights, benefits or liens evidenced by this instrument.

6.8 To the full extent that Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, Grantor's successors, receivers, trustees and assigns, and for any and all persons ever claiming any interest in the Mortgaged Properties, to the extent permitted by law, hereby WAIVES and RELEASES all

rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of the assets of Grantor or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created; provided, that appraisement of the Mortgaged Properties located in the State of Oklahoma is hereby expressly waived or not, at the option of the Trustee, such option to be exercised prior to or at the time the judgment is rendered in any foreclosure hereof. If any law referred to in this section and now in force shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section. Pursuant to Section 39-5-19, New Mexico Statutes, Annotated, 1978 Comp., as amended, Grantor agrees that as to that part of the Mortgaged Properties situated in the State of New Mexico, the redemption period shall be shortened to one month.

ARTICLE VII

Security Agreement

Without limiting any of the provisions of this instrument, Grantor, as debtor (referred to in this Article as "Debtor", whether one or more), expressly GRANTS unto the Noteholder, as secured party (referred to in this Article as "Secured Party", whether one or more), a security interest in all Mortgaged Properties hereinabove described (including both those now and those hereafter existing) and in the oil, gas and other production therefrom and the proceeds of all such production, to the full extent that such Mortgaged Properties may be subject to the Uniform Commercial Code of the state or states where such Mortgaged Properties are situated. 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 Mortgaged Properties, fixtures, contract rights, general intangibles, accounts, products and proceeds being hereinafter collectively referred to as the "Collateral" for the purposes of this paragraph). Debtor covenants and agrees with Secured Party that:

(a) In addition to and cumulative of any other remedies granted in this instrument to Secured Party or the Trustee, Secured Party may, upon the occurrence of an Event of Default and at any time thereafter, 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 secured indebtedness in such order or manner as Secured Party may in its discretion elect. Debtor shall remain liable for any deficiency.

(b) Upon the occurrence of an Event of Default, and at any time thereafter, 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 operate the Collateral (or any portion thereof) or remove it

therefrom, 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. Secured Party may elect to treat the fixtures constituting a part of the Mortgaged Properties as either real property collateral or personal property collateral and proceed to exercise such rights as apply to such type of collateral.

(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 the sale or disposition of the Collateral or the 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 herein at least five (5) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(d) Secured Party is expressly granted the right, at its option, to transfer at any time to itself or to its nominee the Collateral, or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the secured indebtedness or to apply it on the principal and interest or other amounts owing on any of the secured indebtedness, whether or not then due, in such order or manner as Secured Party may in its discretion elect. All rights to marshaling 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) Secured Party may require Debtor, at any time after the occurrence of an Event of Default, 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 secured by this instrument, and Debtor shall be liable therefor.

(g) Should Secured Party elect to exercise its rights under said Uniform Commercial Code as to part of the personal property and fixtures described herein, this election shall not preclude Secured Party or the Trustee from exercising the rights and remedies granted by the preceding paragraphs of this instrument as to the remaining personal property and fixtures.

(h) Secured Party may, at its election, but shall not be required to, at any time after delivery of this instrument, sign one or more copies hereof in order that such copies may be used as a financing statement under said Uniform Commercial Code. Such signature by Secured Party may be placed between the last sentence of this instrument and the Debtor's acknowledgment or may follow 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 of production or security agreement.

(i) Any copy of this instrument which is signed by both Debtor and Secured Party may also serve as a financing statement under said Uniform Commercial Code between the Debtor, whose address is designated with its signature, and the Secured Party, whose address is 712 Main Street, Houston, Texas 77002. A carbon, photographic or other reproduction of this instrument or of any financing statement related to this instrument shall be sufficient as a financing statement.

(j) So long as any amount remains unpaid on the secured indebtedness, Debtor will not execute and there will not be filed in any public office any financing statement or statements affecting the Collateral other than financing statements in favor of Secured Party hereunder, unless the prior written specific consent and approval of Secured Party shall have first been obtained.

(k) Secured Party is authorized to file, in any jurisdiction where Secured Party deems it necessary, a financing statement or statements, and at the request of Secured Party, Debtor will join Secured Party in executing one or more financing statements pursuant to said Uniform Commercial Code in form satisfactory to Secured Party, and will pay the cost of filing or recording this 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, as a financing statement, is to be filed for record in the real estate records of each county in which any of the property described in the Attachment is located.

(l) The office where the records of Debtor with respect to the Collateral and the Mortgaged Properties are kept is located at the address shown opposite the signature of Debtor to this Mortgage, and Debtor agrees that the place at which such records are kept will not be changed without thirty (30) days' prior written notice to the Noteholder.

Debtor further warrants and represents to Secured Party that, except for the security interest granted hereby in the Collateral, and except as shown in the Attachment, Debtor is the owner and holder of the Collateral, free of any adverse claim, security interest or encumbrance, and Debtor agrees to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtor further warrants and represents that it has not heretofore signed any financing statement relating to any part of the Collateral and no financing statement relating to any part of the Collateral signed by Debtor is now on file in any public office except those statements true and correct copies of which have been delivered to Secured Party.

ARTICLE VIII

Concerning the Trustee

8.1 The Trustee may resign by an instrument in writing addressed to the Noteholder. The Trustee or any successor or substitute Trustee may be removed at any time with or without cause by an instrument in writing executed by the Noteholder, and such power of removal may be exercised as frequently and at such times as the Noteholder may elect. In case of the absence, death, resignation or removal of the Trustee, or the inability, failure or refusal of the Trustee to act, one or more successor or substitute Trustees may be appointed by the Noteholder by instrument complying with any applicable requirements of law, and, in the absence of any such requirement, without formality other than appointment and designation in writing executed by the Noteholder. Such right to appoint one or more substitute Trustees shall exist and may be exercised as often and whenever the Noteholder may elect. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein stated, and upon the making of any such appointment and designation, all of the estate and title of the Trustee in and to the Mortgaged Properties shall vest in the named successor Trustee or Trustees and such successor Trustee or Trustees shall thereupon succeed to, hold, possess and exercise all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee. All references herein to the Trustee shall be deemed to refer to the Trustee or Trustees (including any successor or successors appointed and designated as herein provided) from time to time acting hereunder.

If no successor Trustee shall have been appointed as contemplated by the foregoing provisions in this Section, or if appointed shall not have accepted the appointment, within thirty (30) days after the occurrence of a vacancy in the office of the Trustee, the Noteholder or such retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee or Trustees.

8.2 Any Trustee from time to time serving hereunder shall have the absolute right, acting independently, to take any action and to exercise any right, remedy, power or privilege conferred upon the Trustee. Any action taken by any Trustee from time to time serving hereunder shall be binding upon all other Trustees and no person dealing with any Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of any other Trustees. In this instrument the term "Trustee" shall mean the Trustee herein named, and any successor Trustee or Trustees, as the context requires.

8.3 The Trustee shall not be required to take any action for the enforcement of this instrument or the exercise of any rights or remedies hereunder or to appear in or defend any action, suit or other proceeding in connection therewith, where, in the opinion of the Trustee, such action will be likely to involve him in expense or liability, unless the Trustee be tendered security and indemnity satisfactory to him against cost, expense and liability in connection therewith.

8.4 It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this instrument or 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 Properties or against Grantor or to see to the performance or observance by Grantor 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 Note, 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 the Note. The Trustee shall have the right to consult with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of such counsel. The Trustee shall not incur any personal liability hereunder except for his own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder which is believed by him in good faith to be genuine.

ARTICLE IX

Miscellaneous

9.1 This instrument is a deed of trust and mortgage of both real and personal property, a chattel mortgage, a contract, a security agreement, a financing statement and an assignment, and from time to time as any one or more thereof, and also covers proceeds and fixtures.

9.2 The Trustee or the Noteholder, or either of them, may (but shall not be obligated to) perform any covenant or obligation of Grantor hereunder for the account and at the expense of Grantor, and any and all expenses incurred or paid in so doing shall be payable by Grantor to the Noteholder on demand, shall bear interest from date of expenditure until paid at the Past Due Rate and shall be a part of the secured indebtedness. The amount and nature of any such expense and the time when paid shall be fully established by the affidavit of the Noteholder or any officer or agent thereof, or by the affidavit of any Trustee acting hereunder; provided, however, that the exercise of the privileges granted in this section shall in no wise be considered or constitute a waiver of the right of the Noteholder upon the happening of an Event of Default hereunder or at any time thereafter to declare the secured indebtedness to be at once due and payable but is cumulative of such right and all other rights herein given.

9.3 All options and rights of election herein provided for the benefit of the Noteholder are continuing, and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option or election at any later date. By the acceptance of payment of any secured indebtedness after its due date, the Noteholder does not waive the right either to require prompt payment when due of all other sums so secured or to regard as a default failure to pay any other sums due which are secured hereby. No exercise of the rights and powers herein granted and no delay or omission in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at any time and from time to time.

9.4 No release of any part of the Mortgaged Properties shall in any wise alter, vary or diminish the force, effect or lien of this instrument on the balance of the Mortgaged Properties.

9.5 Any provision contained herein or in the Note or in any other instrument evidencing or relating to any secured indebtedness to the contrary notwithstanding, neither the Lender nor any Noteholder nor the holder of any other secured indebtedness shall be entitled to receive or collect, nor shall Grantor

be obligated to pay, interest on any of the secured indebtedness in excess of the maximum nonusurious rate of interest permitted by applicable law from time to time in effect, and if any provision of the Note or of any other such instrument shall ever be construed or held to permit the collection or to require the payment of any amount of interest in excess of 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 the Note or other instrument.

9.6 Any notice, request, demand or other instrument which may be required or permitted to be given or furnished to or served upon Grantor shall be addressed to it at its address set forth below, or such other address as Grantor may furnish to the Trustee or the Noteholder in writing. Notices to the Trustee and the Noteholder shall be deemed to have been properly given if delivered in like fashion to them at Texas Commerce Bank National Association, 712 Main Street, Houston, Texas 77002 Attention: Loan and Discount Division, or at such other address as the Trustee or the Noteholder may furnish to Grantor in writing.

9.7 Renewals and extensions of the secured indebtedness may be given at any time and amendments may be made to this Mortgage and other agreements relating to any of the secured indebtedness or the Mortgaged Properties and/or such properties may at any time be released or partially released and/or the Noteholder may take or hold other security for the secured indebtedness without notice to or joinder or consent of any persons hereafter acquiring any interest in the Mortgaged Properties. The Trustee or the Noteholder may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this instrument, which shall continue as a lien upon all of the Mortgaged Properties not expressly released until the secured indebtedness is fully paid.

9.8 If any provision hereof or of the Note is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Note shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee and the Noteholder in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

9.9 All of the terms, provisions, covenants and conditions hereof shall be binding upon Grantor, and the successors, assigns, receivers and trustees of Grantor, shall inure to the benefit of the Trustee and the Noteholder and their respective successors and assigns and shall constitute covenants running with the lands included in or covered by the Mortgaged Properties, but this provision shall not be construed to authorize any sale or other disposition of the Mortgaged Properties contrary to any other provision hereof.

9.10 This Mortgage is being executed in several counterparts, each of which is an original and all of which are identical, containing all property descriptions included in the Attachment annexed hereto. One of such counterparts has been delivered to each of Grantor, Noteholder and Trustee. Each of such counterparts shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

9.11 If prior to the full payment of the secured indebtedness, all or a portion of the Mortgaged Properties be taken for public or quasi-public purposes, either through eminent domain or condemnation proceedings or otherwise, it is expressly agreed that any and all sums of money awarded or allowed as damages or otherwise to the owner of the Mortgaged Properties or any portion thereof on account of such taking shall be delivered to the Noteholder, and the same are hereby assigned to the Noteholder and shall be paid directly to the Noteholder and applied as a credit on the secured indebtedness in such manner as the Noteholder shall elect, any surplus after full payment of the secured indebtedness and satisfaction of all other obligations hereunder to be rendered to Grantor, its successors, assigns, receivers and trustees.

9.12 In the event that any part of the secured indebtedness cannot lawfully be secured hereby, or the lien and security interest hereof cannot be lawfully enforced to pay any part of the secured indebtedness, then and in either such event, at the option of the Noteholder, all payments on the secured indebtedness shall be deemed to have been first applied against that part of the secured indebtedness.

9.13 The "Effective Date" of this instrument is 7:00 a.m. local time on June 1, 1985, at the location of the Mortgaged Properties, respectively.

9.14 Grantor expressly agrees that should Grantor, without the prior written consent of the Noteholder, transfer, convey or mortgage all or any part of the Mortgaged Properties, absolutely or as security for a debt or other obligation, whether done by a direct or an indirect method, or enter into any contractual arrangement to do so, the Noteholder shall have the right and option to declare the entire amount of the secured indebtedness to be due and payable. The Noteholder shall have such right and option absolutely, irrespective of whether or not the transfer or conveyance would or might (i) diminish the value of any security for the secured indebtedness, (ii) increase the risk of default under this instrument, (iii) increase the likelihood of the Noteholder's having to resort to any security for the secured indebtedness after default or (iv) add or remove the liability of any person or entity for payment or performance of the secured indebtedness or any covenant or obligation under this instrument. In order to exercise such right and option, the Noteholder shall give written notice to Grantor and to the party to whom such property was conveyed by Grantor that the entire secured indebtedness has been declared due and payable and demand payment thereof. Such right and option may be exercised at any time during the period of one (1) year from (a) the date the Mortgaged Properties, or any part thereof, is so conveyed, or (b) the date actual notice thereof is given to the Noteholder, whichever is later. The failure to pay the secured indebtedness in full within forty-five (45) days after the giving of such notice of acceleration to Grantor shall constitute an event of default under this instrument and the Trustee shall be and is hereby authorized and empowered when requested to do so by the Noteholder after such default to sell all or any part of the Mortgaged Properties as herein provided.

If the Noteholder's consent to a proposed transfer, conveyance or mortgaging is requested, the Noteholder shall have the right (in addition to its absolute right to refuse to consent to any such transaction) to condition its consent upon satisfaction of any one or more of the following requirements:

(1) That the interest rate on the promissory note or notes described in Subsection 1.1(a) of this instrument be increased to a rate acceptable to the Noteholder;

(2) That a reasonable transfer fee, in an amount determined by the Noteholder, be paid;

(3) That a principal amount deemed appropriate by the Noteholder be paid against the secured indebtedness to reduce to a level acceptable to the Noteholder the ratio that the outstanding balance of the secured indebtedness bears to the value of the Mortgaged Properties as determined by the Noteholder;

(4) That Grantor and each proposed transferee execute such assumption agreements and other instruments as the Noteholder shall reasonably require;

(5) That the proposed transferee's creditworthiness and experience in owning and operating similar properties be demonstrable and proven to the Noteholder's reasonable satisfaction as being at least as good as Grantor's and Grantor's managers' at the time the promissory note or notes described in subsection 1.1(a) were first funded;

(6) That the liability to the Noteholder of Grantor and all guarantors of all or any part of the secured indebtedness will be confirmed by them in writing to be unaffected and unimpaired by such transfer, conveyance or mortgaging; and

(7) That any proposed junior mortgagee expressly subordinate to all liens and security interests securing the secured indebtedness as to both lien and payment right priority.

9.15 Any reference in the Attachment to "Assignor" shall mean ITR Petroleum (Delaware), Inc., the Grantor herein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 28th day of June, 1985, by its duly authorized undersigned officers.

"GRANTOR"

ITR PETROLEUM (DELAWARE), INC.

By: _____
Sidney F. Jones, Jr.
President

ATTEST:

_____
David G. Matthes
Secretary

(SEAL)

ADDRESS OF GRANTOR:

1300 Main Street
Suite 512
Houston, Texas 77002

The Lender and the Trustee sign below solely for the purposes of accepting the foregoing instrument.

"LENDER"

TEXAS COMMERCE BANK NATIONAL ASSOCIATION

By: _____
Stephen C. King
Vice-President

ADDRESS OF LENDER:

712 Main Street
Houston, Texas 77002

"TRUSTEE"

_____
JOHN P. TOWNLEY

ADDRESS OF TRUSTEE:

712 Main Street
Houston, Texas 77002

[ACKNOWLEDGMENT FOR BANK]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared STEPHEN C. KING, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Texas Commerce Bank National Association, a national banking association, and that he executed the same as the act and deed of such association for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this 3 day of June, 1985.

Marilyn Harrison
Notary Public in and for
the State of T E X A S

My Commission Expires:

MARILYN HARRISON
Notary Public, State of Texas
My Commission Expires 10-22-88

[ACKNOWLEDGMENT FOR TRUSTEE]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared JOHN P. TOWNLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this 3 day of July, 1985.

Marilyn Harrison
Notary Public in and for
the State of T E X A S

My Commission Expires:

MARILYN HARRISON
Notary Public, State of Texas
My Commission Expires 10-22-88

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ACKNOWLEDGMENTS

THE STATE OF COLORADO §
§
COUNTY OF DENVER §

BE IT REMEMBERED THAT I, [illegible], a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid and residing in Denver, Denver County, Colorado, hereby certify that, on this 28 day of June, 1985:

There personally appeared before me severally each of the following persons, each being the designated officer of ITR PETROLEUM (DELAWARE), INC., known to me to be such officer, such corporation being a party to the foregoing instrument:

> Sidney F. Jones, Jr., President, and David G. Matthes, Secretary, of ITR Petroleum (Delaware), Inc., a Delaware corporation, whose address is 1300 Main Street, Suite 512, Houston, Texas 77002.

(CALIFORNIA) On this day before me personally appeared the aforesaid mentioned persons known to me to be said officers of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

(COLORADO) The foregoing instrument was acknowledged before me this day by each such person, officers of such corporation in the capacities set forth opposite the names of such persons above.

(KANSAS) This instrument was acknowledged to be on said date by the aforesaid mentioned persons as said officers of ITR Petroleum (Delaware), Inc.

(MICHIGAN) The foregoing instrument was acknowledged before me this day by the aforesaid mentioned persons as the said officers of ITR Petroleum (Delaware), Inc., a Delaware corporation on behalf of the corporation.

(MISSISSIPPI) Personally appeared before me the within named persons, the said officers of said corporation, who acknowledged that each such person signed and delivered the foregoing instrument on the day and year therein given on behalf of said corporation.

(MONTANA) On this day before me personally appeared the aforesaid mentioned persons, known to me to be the officers of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(NEBRASKA)
(NEW MEXICO) The foregoing instrument was acknowledged before me this day by the aforementioned persons, officers of such corporation in the capacities set forth opposite the names of such persons above, on behalf of such corporation.

(OKLAHOMA) Before me personally appeared each such person, to me known to be the identical persons who subscribed the name of ITR Petroleum (Delaware),

[redacted] [redacted] [redacted]

Inc. to the foregoing instrument in the capacities set forth opposite the names of such persons above and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

(TEXAS) 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 as the designated officer of ITR Petroleum (Delaware), Inc., being the corporation named in said instrument, and personally known to me to be such officer of said corporation, and each acknowledged to me that he executed said instrument in the capacity therein stated for the purposes and consideration therein expressed, for and on behalf of and as the act of said corporation.

(WYOMING) The foregoing instrument was acknowledged before me by said officers in the capacities set forth opposite the names of such persons above, on the date first set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Denver, County of Denver, State of Colorado, on the date first above mentioned.

Mary B. Hoeger

Printed Name: Mary B. Hoeger
Notary Public in and for
The State of Colorado, County of
Denver

My Commission Expires:

My Commission expires May 8, 1989

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Federal #40-30
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

Before the "Event" *

.525% of 8/8ths overriding royalty interest

After the "Event" *

1.225% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.A. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquisition Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc., (a Colorado corporation), now known as Energetics Operating Company.

ANNEX
001

Federal #40-30
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10541	USA - W-58724	John P. Cuccia	05-01-77	Township 27 North, Range 111 West Section 30: SE/4	54	470

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, Township 27 North, Range 111 West Sublette County, Wyoming.

Federal 40-30
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 40-30:

Township 27 North, Range 111 West
Section 30: SE/4

II. The following interest of Assignor in the subject well reflects the terms of the agreements set forth in Exhibit "A" attached hereto.

	OVERRIDING ROYALTY
Before Event:	.00525000
After Event:	.01225000

III. Event:

As defined in Section 3.2 of the Acquisition Agreement described under II. A. on Exhibit "A".

[redacted] [redacted] [redacted]

Hanson Federal 20-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

A. .3625% Operating rights from the surface of the earth to the stratigraphic equivalent of 10,300 feet below the surface as encountered in the Hanson Federal 20-1 Well located in the NE/4 of Section 1, Township 27 North, Range 112 West, Sublette County, Wyoming, upon occurance of "after basket payout" being more specifically described on Exhibit "D" attached hereto.

B. Before the "Event" *

.75% of 8/8ths overriding royalty interest

C. After the "Event" *

1.75% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.B. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Letter Agreement dated March 20, 1984 by and between General Hydrocarbons 1982X Oil & Gas Program, and Energetics Operating Company.

B. Acquisition Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc., (a Colorado corporation) now known as Energetics Operating Company.

ANNEX
.002

Hanson Federal 20-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
13663	USA-W67178	Phyillis Hanson	04-01-79	Township 27 North, Range 112 West Section 1: Lots 1 & 2, S/2NE/4	660	419

[redacted] [redacted] [redacted]

Hanson Federal #20-
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Hanson Federal #20-1:

Township 27 North, Range 112 West
Section 1: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
After Basket Payout:	.00362500	.00291810	--- 0 ---
Before "Event":	--- 0 ---	--- 0 ---	.00750000
After "Event":	--- 0 ---	--- 0 ---	.01750000

III. A. After Basket Payout:

As defined on Exhibit "D".

B. "Event":

As defined in Section 3.2 in the Acquisition Agreement described under II. B. on Exhibit "A".

Hanson Federal 20-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "D"

Basket Payout shall be deemed to have occurred as of 7:00 A.M. on the first day of the calendar month next following the month in which the Assignee has recovered in the aggregate from the proceeds of all production from the wells listed below (herein collectively referred to as Basket Payout Wells), after payment of proceeds attributable to the lease burdens, the amount equal to Assignee's share of all expenditures for drilling, testing, completing, equipping and developing (tangible and intangible) the Basket Payout Wells plus costs (including without limitation, Federal, state and local excise and severance taxes on the production, sale or removal of oil, gas or other minerals) of operating the Basket Payout Wells to produce such an amount.

BASKET PAYOUT WELLS

(Lincoln, Sweetwater and Sublette Counties, Wyoming)

WELL	LOCATION		
Esposito Federal 40-20	T28N-R111W:	Section 20	SE/4
Esposito Federal 40-29	T28N-R111W:	Section 29	SE/4
Esposito Federal 40-32	T28N-R111W:	Section 32	SE/4
Hanson Federal 20-1	T27N-R112W:	Section 1	NE/4
Walstrom Federal 30-1	T27N-R112W:	Section 1	SW/4
Federal 10-9	T27N-R111W:	Section 9	NW/4
Haun Federal 20-5	T26N-R111W:	Section 5	NE/4
Haun Federal 40-5	T26N-R111W:	Section 5	SE/4
Haun Federal 20-8	T26N-R111W:	Section 8	NE/4
Haun Federal 40-8	T26N-R111W:	Section 8	SE/4
Haun Federal 10-9	T26N-R111W:	Section 9	NW/4
Haun Federal 20-9	T26N-R111W:	Section 9	NE/4
Haun Federal 30-9	T26N-R111W:	Section 9	SW/4
Haun Federal 40-9	T26N-R111W:	Section 9	SE/4
Federal 40-33	T27N-R111W:	Section 33	SE/4
Federal 20-14	T27N-R112W:	Section 14	NE/4
Federal 30-33	T27N-R111W:	Section 33	SW/4
Hanson Federal 40-6	T26N-R111W:	Section 6	SE/4
Hanson Federal 10-5	T26N-R111W:	Section 5	NW/4
Hanson Federal 30-5	T26N-R111W:	Section 5	SW/4
Lansdale Federal 10-8	T26N-R111W:	Section 8	NW/4

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Federal #20-20, Federal #40-20
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the wells described on Exhibit "C" and result in the interest of Assignor in said wells as set forth on Exhibit "C".

As to Lease #11109 (W 68117) - 16.42568
Leasehold (record title) Interest

As to Lease #12740 (W 54137) - 16.60288
Operating rights from the surface of the ground to the stratigraphic equivalent of the total depth drilled in the Energetics Federal #40-20 Well, being 10,150 feet, located in the SE/4SE/4 of Section 20, Township 27 North, Range 111 West, Sublette County, Wyoming.

In addition to the foregoing, Assignor hereby transfers, conveys and assigns to Assignee any and all additional right, title and interest in and to said leases and wells located on said leases, or on lands pooled therewith, acquired by virtue of that certain Stipulation of Interests and Corrective Cross Assignment of Oil and Gas Leases dated December 4, 1984, as recorded in Book 74, Page 294, Sublette County, Wyoming records.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Pooling Agreement dated November 10, 1981 by and between Energetics, Inc., Rainbow Resources, Inc., Terra Resources, Inc. and Williams Exploration Company pertaining to the E/2 of Section 20, Township 27 North, Range 111 West, Sublette County, Wyoming.

B. Farmout Option Agreement dated November 27, 1979, by and between Ranibow Resources, Inc., Terra Resources, Inc., and Barber Oil Exploration, Inc., as Farmor, and Energetics, Inc., as Farmee.

C. Farmout Agreement dated June 15, 1982, as amended, by and between Terra Resources, Inc., as Farmor and Energetics, Inc., as Farmee.

D. Farmout Agreement dated February 10, 1983, as amended, by and between Williams Exploration Company, as Farmor and Energetics, Inc., as Farmee.

E. Farmout Agreement dated October 15, 1979 by and between Energetics Capital Limited Partnership, et al, as Farmor and Bernard M. Rosenberg, et al, as Farmee.

F. Farmout Agreement dated August 22, 1979 by and between M M & S Partners, et al, as Farmor and L. Clark Kiser, et al, as Farmee.

ANNEX

003

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Federal #20-20, Federal #40-20
Sublette County, WY
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11109	USA-W68117	Ole M. Hanson	07-01-79	Township 27 North, Range 111 West, 6th PM Section 20: SE/4	59	7
12740	USA-W54137	Melvin Meester	04-01-76	Township 27 North, Range 111 West, 6th PM Section 20: NE/4	64 64 64	328 155 562

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[redacted] [redacted] [redacted]

Federal #20-20, Federal #40-20
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal #20-20 and Federal #40-20:

Township 27 North, Range 111 West
Section 20: E/2

Federal #20-20 Well is located in NE/4; Federal #40-20 Well is located in SE/4. The working interests in the two wells are pooled by virtue of that certain Pooling Agreement dated November 10, 1981, between Energetics, Inc. and Rainbow, Inc., et al, set forth on II.A. of Exhibit "A". The working interests and net revenue interests in the wells result from said agreement and are calculated on a 320-acre basis; landowner and overriding royalty interests pertaining to each well are calculated on a 160-acre basis and pertain to the NE/4 and SE/4, respectively.

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST Federal #20-20	NET REVENUE INTEREST Federal #20-20
Before Payout:	.21166484	.16922734
After Payout:	.19305579	.15541010

	WORKING INTEREST Federal #40-20	NET REVENUE INTEREST Federal #40-20
Before Payout:	.22048500	.17210400
After Payout:	.16514200	.130004900

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto.

Federal #20-20, Federal #40-20
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the wells described on Exhibit "C" and result in the interest of Assignor in said wells as set forth on Exhibit "C".

1. As to Lease #11109 (W 68117) - 2.039% Leasehold (record title) Interest.

2. As to Lease #12740 (W 54137) - 1.2234% Operating rights from the surface of the ground to the stratigraphic equivalent of the total depth drilled in the Energetics Federal #40-20 Well, being 10,150 feet, located in the SE/4SE/4 of Section 20, Township 27 North, Range 111 West, Sublette County, Wyoming.

In addition to the foregoing, Assignor hereby transfers, conveys and assigns to Assignee any and all additional right, title and interest in and to said leases and wells located on said leases, or on lands pooled therewith, acquired by virtue of that certain Stipulation of Interests and Corrective Cross Assignment of Oil and Gas Leases dated December 4, 1984, as recorded in Book 74, Page 294, Sublette County, Wyoming records.

3. As to Lease #12740 (W 54137)

Before the "Event"*

.075% of 8/8ths overriding royalty interest

After the "Event"*

.175% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.E. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Pooling Agreement dated November 10, 1981 by and between Energetics, Inc., Rainbow Resources, Inc., Terra Resources, Inc. and Williams Exploration Company pertaining to the E/2 of Section 20, Township 27 North, Range 111 West, Sublette County, Wyoming.

B. Farmout Option Agreement dated November 27, 1979, by and between Ranibow Resources, Inc., Terra Resources, Inc., and Barber Oil Exploration, Inc., as Farmor, and Energetics, Inc., as Farmee.

C. Farmout Agreement dated June 15, 1982, as amended, by and between Terra Resources, Inc., as Farmor and Energetics, Inc., as Farmee.

D. Farmout Agreement dated February 10, 1983, as amended, by and between Williams Exploration Company, as Farmor and Energetics, Inc., as Farmee.

E. Acquisition Agreement dated July 1, 1982, by and between American Gas and Oil Investors and Energetics, Inc., (a Colorado corporation) now Energetics Operating Company.

ANNEX
004

Federal #20-20, Federal #40-20
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11109	USA-W68117	Ole M. Hanson	07-01-79	Township 27 North, Range 111 West, 6th PM Section 20: SE/4	59	7
12740	USA-W54137	Melvin Meester	04-01-76	Township 27 North, Range 111 West, 6th PM Section 20: NE/4	64 64 64	328 155 562

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Federal #20-20, Federal #40-20
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal #20-20 and Federal #40-20:

Township 27 North, Range 111 West
Section 20: E/2

Federal #20-20 Well is located in NE/4; Federal #40-20 Well is located in SE/4. The working interests in the two wells are pooled by virtue of that certain Pooling Agreement dated November 10, 1981, between Energetics, Inc. and Rainbow, Inc., et al, set forth on II.A. of Exhibit "A". The working interests and net revenue interests in the wells result from said agreement and are calculated on a 320-acre basis; landowner and overriding royalty interests pertaining to each well are calculated on a 160-acre basis and pertain to the NE/4 and SE/4, respectively.

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

Federal #20-20

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:			
Before Event:	.02275986	.01816050	.00075000
After Event:	.02275986	.01816050	.00175000
After Payout:			
Before Event:	.02018072	.01624548	.00075000
After Event:	.02018072	.01624548	.00175000

Federal #40-20

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:	.02039000	.01591600	--- 0 ---
After Payout:	.01631200	.01284600	--- 0 ---

III. A. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto.

B. Event:

As defined in Section 3.2 of the Acquisition Agreement as described in II. E. on Exhibit "A".

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Federal #20-28
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

22.037% Operating Rights

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated January 22, 1982, as amended, by and between William H. Martin, et al, Farmor, and Energetics, Inc., Farmee.

B. Operating Agreement dated February 1, 1983, as amended, between Energetics Operating Company (Operator) and Energetics 1981 Year-End Ltd., et al, (Non-Operator).

ANNEX
005

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Federal #20-28
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12365	USA-W62117	R. Ken Williams	02-01-78	INSOFAR AND ONLY INSOFAR as said lease covers: Township 27 North, Range 111 West Section 28: NE/4 From the surface to 10,641 feet subsurface	68	167

366

[redacted] [redacted] [redacted]

Federal #20-28
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal #20-28:

Township 27 North, Range 111 West
Section 28: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto:

WORKING INTEREST	NET REVENUE INTEREST
.22037000	.16307380

Federal #20-30
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

78.75% Leasehold (record title) Interest

II. Agreements to which the interest being conveyed hereunder is subject.

NONE

ANNEX
.006

Federal #20-30
Sublette County, WY
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10541	USA W-58724	John P. Cuccia	05-01-77	Township 27 North, Range 111 West 6th PM Section 30: NE/4	54	470

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Federal 20-30
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 20-30:

Township 27 North, Range 111 West
Section 30: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

WORKING INTEREST	NET REVENUE INTEREST
.78750000	.63393750

[redacted] [redacted] [redacted]

Federal #20-30
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

Before the "Event"

.525% of 8/8ths overriding royalty interest

After the "Event"

1.225% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.A. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquisition Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc., a Colorado corporation (predecessor in interest to Energetics Operating Company).

ANNFX
007

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Federal #20-30
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10541	USA - W-58724	John P. Cuccia	05-01-77	Township 27 North, Range 111 West Section 30: NE/4	54	470

From the surface to 100 feet below the stratigraphic equivalant 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, Township 27 North, Range 111 West, Sublette County, Wyoming.

[redacted] [redacted] Federal [redacted]0
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 20-30:

Township 27 North, Range 111 West
Section 30: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Event:	--- 0 ---	--- 0 ---	.00525000
After Event:	--- 0 ---	--- 0 ---	.01225000

III. Event:

As defined in Section 3.2 of the Acquisition Agreement described under II. A. on EXHIBIT "A", attached hereto.

Federal #20-32 (Location)
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

Before the "Event"*

.225% of 8/8ths overriding royalty interest

After the "Event"

.525% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II. A. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquisition Agreement dated effective July 1, 1982 between Energetics, Inc. and American Gas & Oil Investors.

Federal #20-32 (Location)
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11108	USA-W63821	James M. Turlington	07-01-78	Township 27 North, Range 111 West, 6th PM Section 32: NE/4	57	195

Federal #20-32
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal #20-32:

Township 27 North, Range 111 West
Section 32: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto.

	OVERRIDING ROYALTY
Before Event:	.00225000
After Event:	.00525000

III. Event:

As defined in Section 3.2 of the Acquisition Agreement described under II. A. on EXHIBIT "A".

[redacted] [redacted] [redacted]

[redacted] [redacted]

Walstrom Fed [redacted]30-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

.3625% Operating rights from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Walstrom Federal 30-1 Well located in the SW/4 of Section 1, Township 27 North, Range 112 West, Sublette County, Wyoming, upon occurance of "after basket payout" as defined on Exhibit "D" attached hereto.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Letter Agreement dated March 20, 1984 by and between General Hydrocarbons 1982X Oil & Gas Program, and Energetics Operating Company.

ANNEX
009

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Walstrom Federal 30-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
15274	USA-W64985	L. A. Walstrom, Jr.	10-01-78	Township 27 North, Range 112 West Section 1: SW/4	71 57	312 79

From the surface of the earth to the stratigraphic equivalent of the total depth of the Walstrom Federal 30-1 Well located in the SW/4 of Section 1, Township 27 North, Range 112 West, Sublette County, Wyoming.

[redacted] [redacted]

Walstrom Fed [redacted] #30-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Walstrom Federal #30-1:

Township 27 North, Range 112 West
Section 1: SW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto.

	WORKING INTEREST	NET REVENUE INTEREST
After Basket Payout:	.00362500	.00299975

III. After Basket Payout:

As defined in the agreement set forth on EXHIBIT "A" attached hereto.

Walstrom Federal 30-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "D"

Basket Payout shall be deemed to have occurred as of 7:00 A.M. on the first day of the calendar month next following the month in which the Assignee has recovered in the aggregate from the proceeds of all production from the wells listed below (herein collectively referred to as Basket Payout Wells), after payment of proceeds attributable to the lease burdens, the amount equal to Assignee's share of all expenditures for drilling, testing, completing, equipping and developing (tangible and intangible) the Basket Payout Wells plus costs (including without limitation, Federal, state and local excise and severance taxes on the production, sale or removal of oil, gas or other minerals) of operating the Basket Payout Wells to produce such an amount.

BASKET PAYOUT WELLS

(Lincoln, Sweetwater and Sublette Counties, Wyoming)

WELL	LOCATION		
Esposito Federal 40-20	T28N-R111W:	Section 20	SE/4
Esposito Federal 40-29	T28N-R111W:	Section 29	SE/4
Esposito Federal 40-32	T28N-R111W:	Section 32	SE/4
Hanson Federal 20-1	T27N-R112W:	Section 1	NE/4
Walstrom Federal 30-1	T27N-R112W:	Section 1	SW/4
Federal 10-9	T27N-R111W:	Section 9	NW/4
Haun Federal 20-5	T26N-R111W:	Section 5	NE/4
Haun Federal 40-5	T26N-R111W:	Section 5	SE/4
Haun Federal 20-8	T26N-R111W:	Section 8	NE/4
Haun Federal 40-8	T26N-R111W:	Section 8	SE/4
Haun Federal 10-9	T26N-R111W:	Section 9	NW/4
Haun Federal 20-9	T26N-R111W:	Section 9	NE/4
Haun Federal 30-9	T26N-R111W:	Section 9	SW/4
Haun Federal 40-9	T26N-R111W:	Section 9	SE/4
Federal 40-33	T27N-R111W:	Section 33	SE/4
Federal 20-14	T27N-R112W:	Section 14	NE/4
Federal 30-33	T27N-R111W:	Section 33	SW/4
Hanson Federal 40-6	T26N-R111W:	Section 6	SE/4
Hanson Federal 10-5	T26N-R111W:	Section 5	NW/4
Hanson Federal 30-5	T26N-R111W:	Section 5	SW/4
Lansdale Federal 10-8	T26N-R111W:	Section 8	NW/4

[redacted] [redacted] [redacted]

[redacted] [redacted] Sublette [redacted], WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

16.4256% Leasehold (record title) Interest

Subject to possible change under the terms of the Agreements refernced in II. (A.-F.) below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated December 1, 1983 by and between Energetics 1979 Limited Partnership, et al, as Farmor, and Energetics Operating Company, as Farmee.

B. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 by and between Energetics, Inc., Energetics Operating Company, and Energetics 1983 Year-End Ltd.

C. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 by and between Energetics, Inc., Energetics Operating Company, and General Hydrocarvons 1983X Oil and Gas Program.

D. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 by and between Energetics, Inc., Energetics Operating Company, and Harvard Petroleum Corp.

E. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 by and between Energetics, Inc., Energetics Operating Company, and American Petroleum - Energetics Income and Development Program I Ltd.

F. Agreement effective March 1, 1984 by and between Energetics Operating Company, Energetics, Inc. and Moritz Oil Company, Inc.

G. Operating Agreement dated December 1, 1983 by and between Energetics Operating Company and Royal Resources Corporation, et al.

H. Operating Agreement dated December 1, 1983 by and between Energetics Operating Company, as Operator and Energetics 1983 Year-End Ltd., et al, as Non-Operators.

I. Farmout Agreement dated October 15, 1979 by and between M M & S Partners, et al, as Farmor, and Bernard Rosenberg, et al, as Farmee.

J. Farmout Agreement dted August 22, 1979 by and between M M & S Partners, et al, as Farmor, and L. Clark Kiser, et al, as Farmee.

K. Communitization Agreement pertaining to the SW/4 of Section 20, Township 27 North, Range 111 West, 6th PM, approved by the B.L.M. April 16, 1982, effective February 1, 1982.

ANNEX

010

Federal #30-20
Sublette County, WY
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11109	USA-W68117	Ole M. Hanson	07-01-79	Township 27 North, Range 111 West, 6th PM Section 20: NW/4SW/4, S/2SW/4	59	7
11170	USA-W59776	Dorothy Langley	09-01-77	Township 27 North, Range 111 West, 6th PM Section 20: NE/4SW/4	64	278

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[redacted] [redacted] Federal [redacted]y, WY
Sublette
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 30-20:

Township 27 North, Range 111 West
Section 20: SW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:	--- 0 ---	--- 0 ---	.00427208
After Payout:	.07120131	.05731705	--- 0 ---

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto.

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Federal #30-20
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

2.039% Leasehold (record title) Interest
Subject to possible change under the terms of the Agreements referenced in II.(A.-F.) below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated December 1, 1983 by and between Energetics 1979 Limited Partnership, et al, as Farmor, and Energetics Operating Company, as Farmee.

B. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 by and between Energetics, Inc., Energetics Operating Company, and Energetics 1983 Year-End Ltd.

C. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 by and between Energetics, Inc., Energetics Operating Company, and General Hydrocarbons 1983X Oil and Gas Program.

D. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 by and between Energetics, Inc., Energetics Operating Company, and Harvard Petroleum Corp.

E. Energetics Eight Well Drilling Program Participation Agreement dated December 1, 1983 by and between Energetics, Inc., Energetics Operating Company, and American Petroleum - Energetics Income and Development Program I Ltd.

F. Agreement effective March 1, 1984 by and between Energetics Operating Company, Energetics, Inc. and Moritz Oil Company, Inc.

G. Operating Agreement dated December 1, 1983 by and between Energetics Operating Company and Royal Resources Corporation, et al.

H. Operating Agreement dated December 1, 1983 by and between Energetics Operating Company, as Operator and Energetics 1983 Year-End Ltd., et al, as Non-Operators.

I. Communitization Agreement pertaining to the SW/4 of Section 20, Township 27 North, Range 111 West, 6th PM, approved by the B.L.M. April 16, 1982, effective February 1, 1982.

ANNEX
011

Federal #30-20
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11109	USA-W68117	Ole M. Hanson	07-01-79	Township 27 North, Range 111 West, 6th PM Section 20: NW/4SW/4, S/2SW/4	59	7
11170	USA-W59776	Dorothy Langley	09-01-77	Township 27 North, Range 111 West, 6th PM Section 20: NE/4SW/4	64	278

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28C

Federal 30-20
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 30-20:

Township 27 North, Range 111 West
Section 20: SW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:	--- 0 ---	--- 0 ---	.00053032
After Payout:	.00883863	.00711510	--- 0 ---

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Federal #30-28
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

14.092% Operating Rights

Limited in depth from the surface of the ground down to a depth of 10,306 feet.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated February 25, 1980 by and between William H. Martin, et al, Farmor, and Energetics, Inc., Farmee.

B. Operating Agreement dated June 1, 1980 by and between Energetics, Inc. as Operator and Bird Canyon Development Ltd. Partnership, et al as Non-Operator.

C. Royalty Agreement dated October 27, 1980 by and betwen Herbert E. Fear and Frank R. Stewart, Jr., et al.

D. Operating Agreement dated June 23, 1980 by and between Energetics, Inc. as Operator and Croyal I Ltd., et al as Non-Operator.

E. Communitization Agreement dated February 1, 1982 covering the SW/4, Township 27 North, Range 111 West.

F. Farmout Agreement dated June 7, 1983 by and among EMI 2nd, Ltd., Farmor, EMI 3rd, Ltd., Farmee, and Energetics, Inc.

ANNFX
012

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Federal 30-28
Sublette County, WY
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12365	USA-W62117	R. Ken Williams	02-01-78	Township 27 North, Range 111 West Section 28: N/2SW/4, SE/4SW/4	68	167
12366	USA-W68454	Edward H. Judson	09-01-79	Township 27 North, Range 111 West Section 28: SW/4SW/4	71	306

[redacted] [redacted] Federal [redacted]
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 30-28:

Township 27 North, Range 111 West
Section 28: SW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST
After Payout:	.14091976	.10428063

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto. The subject well is in After Payout status.

290

Federal #30-31
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

7.5367498 Leasehold (record title) Interest

II. Agreements to which the interest being conveyed hereunder is subject.

A. Joint Venture Agreement dated December 22, 1980 between Energetics, Inc., now known as Energetics Operating Company, and Havoco of America, Ltd.

B. Joint Venture Agreement dated December 4, 1980 by and between Energetics, Inc., now known as Energetics Operating Company, MM&S Partners and D & R Energy Program - 1980B.

ANNEX
013

Federal #30-31
Sublette County, WY
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11221	USA W-62791	Robert W. Myers	05-01-78	Township 28 North, Range 111 West 6th PM Section 31: Lots, 3, 4, E/2SW/4	68	347

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Federal 30-31
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 30-31:

Township 28 North, Range 111 West
Section 31: SW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

WORKING INTEREST	NET REVENUE INTEREST
.07536749	.06067083

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Federal #30-31
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

1. 2.039% Leasehold (record title) Interest

2. Before the "Event" *

   .39% of 8/8ths overriding interest

   After the "Event" *

   .91% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.A. below.

II. Agreements to which the interest being conveyed hereunder is subject.

   A. Acquisition Agreement dated July 1, 1982 by and between American Gas and Oil Investors, and Energetics, Inc. (a Colorado corporation), now known as Energetics Operating Company.

ANNEX
014

Federal #30-31
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11221	USA W-62791	Robert W. Myers	05-01-78	Township 28 North, Range 111 West 6th PM Section 31: Lots, 3, 4, E/2SW/4	68	347

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[redacted] [redacted] [redacted]

Federal 30-31
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 30-31:

Township 28 North, Range 111 West
Section 31: SW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

WORKING INTEREST	NET REVENUE INTEREST		OVERRIDING ROYALTY
.0203900	.01641395	Before Event	.00390000
		After Event	.00910000

III. Event:

As defined in the agreement set forth on EXHIBIT "A" attached hereto.

Federal #40-19
Sublette County, WY
EI-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

78.75% Leasehold (record title) Interest

II. Agreements to which the interest being conveyed hereunder is subject.

A. Communitization Agreement pertaining to the SE/4 of Section 19, Township 27 North, Range 111 West, Sublette County, Wyoming, dated April 1, 1983, executed by Energetics Operating Company and approved by the Bureau of Land Management August 15, 1983, effective April 1, 1983

ANNEX
015

Federal #40-19
Sublette County, WY
EI-Unmortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10541	USA - W-58724	John P. Cuccia	05-01-77	Township 27 North, Range 111 West Section 19: W/2SE/4	54	470

Federal 40-19
Sublette County, WY
EI-Unmortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 40-19:

Township 27 North, Range 111 West
Section 19: SE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto.

	WORKING INTEREST	NET REVENUE INTEREST
Before Event:	.39375000	.31903594
After Event:	.39375000	.32179219

III. Event:

As defined in Section 3.2 of the Acquisition Agreement described under II. A. on EXHIBIT "A" attached hereto.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Federal #40-19
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

1. As to lease #10993 (W-67808) only:
2.039% Leasehold (record title) Interest

2. As to lease #10541 (W-58724) only:

Before the "Event"

.525% of 8/8ths overriding royalty interest

After the "Event"

1.225% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.A. below.

It is the intent of the Assignor herein to describe all that interest retained by Energetics Operating Company in that certain Assignment affecting Record Title to Oil and Gas Lease, dated December 8, 1983, recorded in Book 69, Page 670, of the Oil and Gas Records of Sublette County, Wyoming.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquisition Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc. (a Colorado corporation), now known as Energetics Operating Company.

B. Communitization Agreement pertaining to the SE/4 of Section 19, Township 27 North, Range 111 West, Sublette County, Wyoming, dated April 1, 1983, executed by Energetics Operating Company and approved by the Bureau of Land Management August 15, 1983, effective April 1, 1983

ANNEX
016

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Federal #40-19
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10541	USA - W-58724	John P. Cuccia	05-01-77	Township 27 North, Range 111 West Section 19: W/2SE/4	54	470

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, Township 27 North, Range 111 West, Sublette County, Wyoming.

10993	USA - W-67808	Houston G. Williams	06-01-79	Township 27 North, Range 111 West Section 19: E/2SE/4	62	46

All Depths.

[redacted] [redacted] Federal [redacted]9
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 40-19:

Township 27 North, Range 111 West
Section 19: SE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto.

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Event:	.01019500	.00795210	.00262500
After Event:	.01019500	.00795210	.00612500

III. Event:

As defined in Section 3.2 of that certain Acquisition Agreement referenced in II.A. on Exhibit "A".

Federal #40-30
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

78.75% Leasehold (record title) Interest

II. Agreements to which the interest being conveyed hereunder is subject.

NONE.

Federal #40-30
Sublette County, WY
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10541	USA - W-58724	John P. Cuccia	05-01-77	Township 27 North, Range 111 West Section 30: SE/4	54	470

Federal 40-30
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 40-30:

Township 27 North, Range 111 West
Section 30: SE/4

II. Assignor's interest in subject well:

WORKING INTEREST	NET REVENUE INTEREST
.78750000	.63393750

[redacted] [redacted] [redacted]

Federal #40-30
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

Before the "Event" *

.525% of 8/8ths overriding royalty interest

After the "Event" *

1.225% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.A. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquisition Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc., (a Colorado corporation), now known as Energetics Operating Company.

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018

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Federal #40-30
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10541	USA - W-58724	John P. Cuccia	05-01-77	Township 27 North, Range 111 West Section 30: SE/4	54	470

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, Township 27 North, Range 111 West Sublette County, Wyoming.

30C

[redacted] [redacted] Federal [redacted]
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 40-30:

Township 27 North, Range 111 West
Section 30: SE/4

II. The following interest of Assignor in the subject well reflects the terms of the agreements set forth in Exhibit "A" attached hereto.

	OVERRIDING ROYALTY
Before Event:	.05250000
After Event:	.01225000

III. Event:

As defined in Section 3.2 of the Acquisition Agreement described under II. A. on Exhibit "A".

Federal #40-31
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

1. 7.5367498 Leasehold (record title) Interest all depths.

2. 7.5367498 Operating rights as to all depths below the stratigraphic equivalent of the deepest depth drilled in the Figure Four Federal #7-31 Well, located in the Southeast Quarter (SE/4) of Section 31, Township 28 North, Range 111 West, Sublette County, Wyoming.

3. .22610247% of 8/8ths overriding royalty interest (not proportionately reduced) as to all depths from the surface of the earth to the stratigraphic equivalent of the deepest depth drilled in the Figure Four Federal #7-31 Well located in the SE/4 of Section 31, Township 28 North, Range 111 West, Sublette County, Wyoming.

Subject to possible change upon payout under the terms of the Farmout Agreement referenced below:

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated September 10, 1984 by and between Energetics, Inc., et al, as Farmor, and Belco Development Corporation, as Farmee.

B. Operating Agreement dated September 30, 1984 by and between Belco Development Corporation, as Operator, and Energetics, Inc., et al, as Non-Operator

ANNEX
019

Federal #40-31
Sublette County, WY
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11221	USA W-62791	Robert W. Myers	05-01-78	Township 28 North, Range 111 West 6th PM Section 31: W/2SE/4	68	347

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Federal 40-31 a/k/a
Figure Four Federal 7-31
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 40-31 a/k/a Figure Four Federal 7-31:

Township 28 North, Range 111 West
Section 31: SE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:	-- 0 --	-- 0 --	.00113051
After Payout:	.01884190	.01516773	-- 0 --

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Federal #40-31
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

1. 2.039% Leasehold (record title) Interest all depths.

2. 2.039% Operating rights as to all depths below the stratigraphic equivalent of the deepest depth drilled in the Figure Four Federal #7-31 Well, located in the Southeast Quarter (SE/4) of Section 31, Township 28 North, Range 111 West, Sublette County, Wyoming.

3. .06117% of 8/8ths overriding royalty interest (not proportionately reduced) as to all depths from the surface of the earth to the stratigraphic equivalent of the deepest depth drilled in the Figure Four Federal #7-31 Well located in the SE/4 of Section 31, Township 28 North, Range 111 West, Sublette County, Wyoming.

Subject to possible change upon payout under the terms of the Farmout Agreement referenced in II. (B.) below.

4. Before the "Event"

.39% of 8/8ths overriding royalty interest

After the "Event"

.91% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.A. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquistion Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc. (a Colorado corporation), now known as Energetics Operating Company.

B. Farmout Agreement dated September 10, 1984 by and between Energetics, Inc., et al, as Farmor, and Belco Development Corporation, as Farmee.

C. Operating Agreement dated September 30, 1984 by and between Belco Development Corporation, as Operator, and Energetics, Inc., et al, as Non-Operator

ANNEX

020

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Federal #40-31
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11221	USA W-62791	Robert W. Myers	05-01-78	Township 28 North, Range 111 West 6th PM Section 31: W/2SE/4	68	347

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[redacted] [redacted] [redacted]

Federal 40-31 a/k/a
Figure Four Federal 7-31
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 40-31 a/k/a Figure Four Federal 7-31:

Township 28 North, Range 111 West
Section 31: SE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:			
Before Event:	--- 0 ---	--- 0 ---	.00225585
After Event:	--- 0 ---	--- 0 ---	.00485585
After Payout:			
Before Event:	.00509750	.00410349	.00195000
After Event:	.00509750	.00410349	.00455000

III. Payout:

A. As defined in the agreements set forth on EXHIBIT "A" attached hereto. The subject well is in After Payout status.

B. "Event":

As defined in Section 3.2 in the Acquisitions Agreement described under II. A. on Exhibit "A".

Federal #40-32
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

Before the "Event"*
.225% of 8/8ths overriding royalty interest

After the "Event"*
.525% of 8/8ths overriding royalty interest

* the "Event" is defined in that Acquisition Agreement described under II. A. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquisition Agreement dated effective July 1, 1982 between Energetics, Inc. and American Gas & Oil Investors.

Federal #40-32
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11108	USA-W63821	James M. Turlington	07-01-78	Township 27 North, Range 111 West, 6th PM Section 32: Lots 3 & 4, N/2SE/4	57	195

3/5

Federal #40-32
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal #40-32:

Township 27 North, Range 111 West
Section 32: SE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto.

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Event:	--- 0 ---	--- 0 ---	.002250000
After Event:	--- 0 ---	--- 0 ---	.005250000

III. Event:

As defined in Section 3.2 of the agreement set forth on EXHIBIT "A" attached hereto.

[redacted] [redacted] Federal [redacted]
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

24.638342% Operating Rights
From the surface to a depth of 9,786 feet below the surface.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated October 9, 1979, by and between Superior Oil Company as Farmor, and Energetics, Inc., a Colorado corporation, (now known as Energetics Operating Company), as Farmee.

B. Operating Agreement dated July 24, 1979 between Energetics, Inc. as Operator, and Guaranty Energy Group 1979, et al, as Non-Operator.

C. Operating Agreement dated October 15, 1979 between Energetics, Inc., as Operator and M M & S Partners and L. Gene Marsolek, as Non-Operators.

D. Operating Agreement dated October 15, 1979 between Energetics, Inc., as Operator and M M & S Partners and Mary K. Poole, as Non-Operators.

E. Letter Agreement dated October 8, 1979 by and between Energetics, Inc. and Guaranty Energy Group 1979.

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022

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Federal #10-32
Sublette County,
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11173	USA - W-63490	The Superior Oil Company	06-01-78	Township 27 North, Range 111 West Section 32: NW/4	66	168

Federal 10-32
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 10-32:

Township 27 North, Range 111 West
Section 32: NW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto.

WORKING INTEREST	NET REVENUE INTEREST
.24638342	.18232373

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Federal #10-28
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

14.092% Operating Rights

Limited in depth from the surface of the ground to a depth of 10,306 feet.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated February 25, 1980 by and between William H. Martin, et al, Farmor, and Energetics, Inc., Farmee.

B. Operating Agreement dated June 1, 1980 by and between Energetics, Inc. as Operator and Bird Canyon Development Ltd. Partnership, et al as Non-Operator.

C. Royalty Agreement dated October 27, 1980 by and between Herbert H. Fear and Frank R. Stewart, Jr., et al.

D. Operating Agreement dated June 23, 1980 by and between Energetics, Inc. as Operator and Croyal I Ltd., et al as Non-Operator.

E. Farmout Agreement dated June 7, 1983, by and among EMI 2nd, Ltd. as Farmor, EMI 3rd, Ltd. as Farmee, and Energetics, Inc.

ANNEX
023

Federal 10-28
Sublette County, WY
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
12365	USA-W62117	R. Ken Williams	02-01-78	Township 27 North, Range 111 West Section 28: NW/4	68	167

Federal 10-28
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 10-28:

Township 27 North, Range 111 West
Section 28: NW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST
After Payout:	.14091976	.10428063

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto. The subject well is in After Payout status.

[redacted] [redacted] [redacted]

Federal #10-20
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

16.4256% Leasehold (record title) Interest

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated August 22, 1979 by and between MM&S Partners, et al, as Farmor, and L. Clark Kiser, et al, as Farmee.

B. Farmout Agreement dated October 15, 1979 by and between MM&S Partners, et al, as Farmor, and Bernard Rosenberg, et al, as Farmee.

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024

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Federal #10-20
Sublette County, WY
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11109	USA-W68117	Ole M. Hanson	07-01-79	Township 27 North, Range 111 West, 6th PM Section 20: NW/4 Sublette County, Wyoming	59	7

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[redacted] [redacted] [redacted]

Federal 10-20
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 10-20:

Township 27 North, Range 111 West
Section 20: NW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST
After Payout:	.16425561	.13222576

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto. The subject well is in After Payout status.

Federal #10-20
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

2.039% Leasehold (record title) Interest

II. Agreements to which the interest being conveyed hereunder is subject.

NONE

ANNEX

025

Federal #10-20
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11109	USA-W68117	Ole M. Hanson	07-01-79	Township 27 North, Range 111 West, 6th PM Section 20: NW/4 Sublette County, Wyoming	59	7

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Federal 10-20
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 10-20:

Township 27 North, Range 111 West
Section 20: NW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST
After Payout:	.02039000	.01641395

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto. The subject well is in After Payout status.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Amoco AJ-1 AKA Federal #20-18
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

2.0390% Leasehold (record title) Interest

Subject to change under the terms of the Farmout Agreement referenced below.

It is the intent of the Assignor herein to describe all that interest retained by Energetics Operating Company in that certain Assignment affecting Record Title to Oil and Gas Lease, dated December 8, 1983, recorded in Book 69, Page 670, of the Oil and Gas Records of Sublette County, Wyoming.

II. Agreements to which the interest being conveyed hereunder is subject.

Farmout Agreement dated October 4, 1983 by and between Energetics, Inc., et al, Farmor, and Amoco Production Company, Farmee.

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026

Amoco AJ-1 AKA Federal #20-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10993	USA-W67808	Houston G. Williams	06-01-79	Township 27 North, Range 111 West Section 18: E/2NE/4	62	46

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[redacted] [redacted] [redacted]

Amoco AJ-1 a/k/a Federal 20-18
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Amococ AJ-1 a/k/a Federal 20-18:

Township 27 North, Range 111 West
Section 18: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:	--- 0 ---	--- 0 ---	.00030585
After Payout:	.00509750	.00397605	--- 0 ---

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto. The subject well is in After Payout status.

Federal #20-19 a/k/a Amoco AH-1
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

1. As to lease #10993 (W-67808) only:
2.039% Leasehold (record title) Interest
Subject to possible change under the terms of the Farmout Agreement referenced below.

It is the intent of the Assignor herein to describe above all that interest retained by Energetics Operating Company in that certain Assignment affecting Record Title to Oil and Gas Lease, dated December 8, 1983, recorded in Book 69, Page 670, of the Oil and Gas Records of Sublette County, Wyoming, as to Lease #10993.

2. As to lease #10541 (W-58724) only:
Before the "Event"*
.525% of 8/8 overriding royalty interest

After the "Event"*
1.225% of 8/8 overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II B. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated October 4, 1983 by and between Energetics, Inc., et al, as Farmor and Amoco Production Company, as Farmee.

B. Acquisition Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc. (a Colorado corporation), now known as Energetics Operating Company.

Federal #20-19 a/k/a Amoco AH-1
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10541	USA - W-58724	John P. Cuccia	05-01-77	Township 27 North, Range 111 West Section 19: SW/4NE/4	54	470

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, Township 27 North, Range 111 West, Sublette County, Wyoming.

10993	USA - W-67808	Houston G. Williams	06-01-79	Township 27 North, Range 111 West Section 19: E/2NE/4	62	46

All Depths.

333

Federal #20-19
a/k/a Amoco AH-1
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 20-19 a/k/a Amoco AH-1:

Township 27 North, Range 111 West
Section 19: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:			
Before Event:	--- 0 ---	--- 0 ---	.00161835
After Event:	--- 0 ---	--- 0 ---	.00336835
After Payout:			
Before Event:	.00509750	.00397605	.00131250
After Event:	.00509750	.00397605	.00306250

III. A. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto.

B. As defined in Article 3.2 of that certain Acquisition Agreement referred in II. B. on Exhibit "A".

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Federal #20-19 a/k/a Amoco AH-1
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

78.75% Leasehold (record title) Interest
Subject to change under the terms of the Farmout Agreement referenced below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated October 4, 1983 by and between Energetics, Inc., et al, as Farmor and Amoco Production Company, as Farmee.

ANNFX
028

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Federal #20-19 a/k/a Amoco AH-1
Sublette County, WY
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10541	USA - W-58724	John P. Cuccia	05-01-77	Township 27 North, Range 111 West Section 19: SW/4NE/4	54	470

All Depths.

336

[redacted] [redacted] [redacted]

Federal #20-19
a/k/a Amoco AH-1
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal #20-19 a/k/a Amoco AH-1:

Township 27 North, Range 111 West
Section 19: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:	--- 0 ---	--- 0 ---	.01082813
After Payout:	.09843750	.07924219	--- 0 ---

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto.

Amoco AG-1 AKA Federal #40-18
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

2.03908 Leasehold (record title) Interest

Subject to possible change under the terms of the Farmout Agreement referenced below.

It is the intent of the Assignor herein to describe all that interest retained by Energetics Operating Company in that certain Assignment affecting Record Title to Oil and Gas Lease, dated December 8, 1983, recorded in Book 69, Page 670, of the Oil and Gas Records of Sublette County, Wyoming.

II. Agreements to which the interest being conveyed hereunder is subject.

Farmout Agreement dated October 4, 1983 by and between Energetics, Inc., et al, Farmor, and Amoco Production Company, Farmee.

ANNEX

029

Amoco AG-1 AKA Federal #40-18
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
10993	USA-W67808	Houston G. Williams	06-01-79	Township 27 North, Range 111 West Section 18: E/2SE/4	62	46

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Amoco AG-1 a/k/a Federal 40-18
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Amoco AG-1 a/k/a Federal 40-18:

Township 27 North, Range 111 West
Section 18: SE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:	--- 0 ---	--- 0 ---	.00305850
After Payout:	.00509750	.00397605	--- 0 ---

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto. The subject well is in After Payout status.

CONTRACT/POOL #

COMMITMENT # 5259

LOAN NO. 00001649

WHEN RECORDED, MAIL TO:

WestAmerica Mortgage Company
7900 E. Union Avenue
Denver, Colorado 80237
(303) 779-1339

208184

RECORDED August 23 1985 8:00 AM
IN BOOK 44 Mortgage PAGE 341
FEES $ 4.00 Lisa Flake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT OF MORTGAGE OR DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS WESTAMERICA MORTGAGE COMPANY, 7900 E. Union Avenue, Denver, Colorado 80237, hereinafter referred to as ASSIGNOR, for and in consideration of the sum of TEN AND NO/100ths DOLLARS and other good and valuable considération dollars, receipt of which is hereby confessed and acknowledged from

CITICORP HOMEOWNERS SERVICES INC.

670 MASON RIDGE CENTER DRIVE, ST. LOUIS, MISSOURI 63141

hereinafter referred to as ASSIGNEE, does by these presents grant, bargain, sell, assign, transfer and set over unto the said ASSIGNEE all right, title and interest in and to that certain Mortgage or Deed of Trust bearing date of 26 MARCH, 1985 made and executed by STRAWSER, THOMAS J

STRAWSER, BARBARA A

to WESTAMERICA MORTGAGE COMPANY, 7900 E. Union Avenue, Denver, Colorado 80237, which said Mortgage or Deed of Trust was recorded on March 28, 1985 as Reception No. 205912 In Book No. 43 at Page 435, In the office of the County Clerk and Recorder of SUBLETTE County, WYOMING and which Mortgage Deed of Trust covers property described as:

[redacted]

(AS SET FORTH ON RECORDED MORTGAGE OR DEED OF TRUST)

PROPERTY ADDRESS: 321 SMITH AVENUE
BIG PINEY, WY 83113

LOAN AMOUNT: 60,204.00

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 or Deed of Trust.

IN WITNESS WHEREOF, said ASSIGNOR has signed these presents this 25 day of APRIL 19 85.

WESTAMERICA MORTGAGE COMPANY

BY: Pat Kimminau
PAT KIMMINAU/ ASSISTANT VICE PRESIDENT

BY: Angela Holthus
ANGELA HOLTHUS/ ASSISTANT SECRETARY

A C K N O W L E D G E M E N T

On this 25 day of APRIL, 19 85, before me, the undersigned Notary Public, personally appeared PAT KIMMINAU who acknowledged himself/herself to be ASSISTANT VICE PRESIDENT and ANGELA HOLTHUS who acknowledged himself/herself to be ASSISTANT SECRETARY of WESTAMERICA MORTGAGE COMPANY, 7900 E. Union Avenue, Denver, Colorado 80237, and as such officers being authorized so to do, executed the corporation by himself/herself as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathleen Leach
NOTARY PUBLIC KATHLEEN LEACH

7/23/88
MY COMMISSION EXPIRES

REQUESTED AND PREPARED BY: RANDI RAE SMITH Randi Rae Smith

341

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MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Francis J. Carlson and Corliss M. 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 Ninety Six Thousand and no/100----------Dollars ($96,000.00) with interest as evidenced by a promissory note dated July 22, 1985 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 $96,000.00 + Int. each on ~~the first day of each month~~, ~~beginning on the first day of~~ , ~~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 final installment on November 19, 1985, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

A tract of land located in Section 19, Township 30 North, Range 111 West of the Sixth Principal Meridian, Sublette County, Wyoming being more particularly described as follows:

Beginning at corner number 1 and a typical monument of a 1½ inch aluminum cap stamped with Job No. 85067, RLS 470 and corner number, attached to a 5/8 inch by 24 inch iron rod set solid in the ground said corner number 1 being also on the southwesterly right-of-way boundary of Sublette County Road 23-143 and from which the north quarter section corner monument being a 3¼ inch brass cap attached to a 2 3/4 inch iron pipe set solid in the ground appropriately stamped including RLS number 164 bears North 42° 23' West a distance of 940.7 feet;
Thence, South 43°36' East along the southwesterly right-of-way boundary of said County Road Number 23-143 a distance of 898.1 feet to a typical monument at corner number 2;
Thence, South 46°24; West a distance of 485.0 feet to a typical monument and corner number 3;
Thence, North 43°36' West a distance of 898.1 feet to a typical monument and corner number 4;
Thence, North 46°24' East a distance of 485.0 feet to the point of beginning said tract of land containing 10.000 acres more or less.

NOTE: The basis of bearing for this survey was taken between the north quarter section corner and the northeast corner of said Section 19 as being South 87° 13' East.

208192

RECORDED August 26 1985 9:30AM
IN BOOK 44 Mtg. PAGE 342
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheenap, Deputy

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 to payee shall become due and payable immediately without notice or demand.

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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 Corliss M. Carlson wife of the said Francis J. 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 22nd day of July , 19 85

In the presence of—

Francis J. Carlson

Francis J. Carlson

Corliss M. Carlson

Corliss M. Carlson

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 22nd day of July 1985, before me personally appeared Francis J. Carlson & Corliss M. 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 22 day of July , A. D. 1985..

(Seal)

My commission expires 9/1/88

Notary Public.

Frontier Printing [redacted]
Cheyenn[redacted]

674

[redacted] [redacted] [redacted]

$10.00

STATE OF WYOMING

Farm Loan Mortgage

Wyoming Farm Loan Board

FILED Aug. 19, 1985 AT 9A M.
BOOK 229PR PAGE 674 RECORDER WYO.
NO. 611218 IN SUBLETTE COUNTY, CLERK

THIS MORTGAGE made this 16th day of August, 19 85, between

-LILLIAN E. HARROWER also known as LILLIAN HARROWER, a widow- of Lincoln County, Wyoming-

hereinafter called "MORTGAGOR" and the STATE OF WYOMING, WYOMING FARM LOAN BOARD, 122 West 25th Street, Cheyenne, Wyoming, hereinafter called "MORTGAGEE," to secure payment of the sum of

-THREE HUNDRED FIFTY-SEVEN THOUSAND AND NO/100 ($357,000.00)- DOLLARS.

WITNESS: MORTGAGOR for and in consideration of the sum aforesaid paid by MORTGAGEE, receipt of which MORTGAGOR acknowledges, mortgages, warrants, grants, bargains, and conveys to MORTGAGEE, its successors and assigns forever, the following described real estate:

208266
RECORDED August 26 1985 11:00 AM
IN BOOK 44 Mtg. PAGE 345
FEES $10.00 Lois J. Yoke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Carol A. Cheeney, Deputy

and including any mineral rights, estates, or interests existing on, under or in said real estate, whether now owned by mortgagor or hereafter acquired; and further including all buildings and improvements thereon and all other privileges, property capable of being inherited, and appurtenances to said lands 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 therefore; 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 MORTGAGOR at the date of this mortgage or hereinafter in any manner acquired by MORTGAGOR during the term of this mortgage. When the word "premises" is hereafter used it covers all property of every kind and character contained in this paragraph.

These presents are upon the express condition that if MORTGAGOR pays or causes to be paid to MORTGAGEE the principal sum of -THREE HUNDRED FIFTY-SEVEN THOUSAND AND NO/100 ($357,000.00)- DOLLARS, with interest thereon at the rate of eight per cent (8 %) per annum, according to a certain promissory note of even date herewith which is incorporated herein and made a part hereof, payable in twenty-nine (29) equal installments of -THIRTY-ONE THOUSAND SEVEN HUNDRED ELEVEN AND 39/100- ($31,711.39)- DOLLARS, on the first day of December of each year and one payment of -THIRTY-ONE THOUSAND SEVEN HUNDRED ELEVEN AND 95/100- ($31,711.95)- DOLLARS, due on December 1, 2014, said note being executed by MORTGAGOR, payable to MORTGAGEE at its office in Cheyenne, Wyoming, and pays all taxes, liens, judgments, and assessments on said lands, and keeps all buildings insured as hereafter provided and keeps and performs all the other terms, conditions and covenants of this mortgage, then these presents and the promissory note shall cease and be null and void, and be released at MORTGAGOR'S expense.

MORTGAGOR convenants that MORTGAGOR is lawfully seized of the premises; that MORTGAGOR has good right to sell or convey the same, and that the premises are free of any prior encumbrances. MORTGAGOR warrants the title to the premises, and releases and waives all rights under the Homestead Exemption Laws of this State.

MORTGAGOR as part of the consideration hereof, further covenants as follows:

(1) That during the existence of this mortgage the MORTGAGOR will in a proper and husbandlike manner cultivate, irrigate, and fertilize all orchards and crops now or hereafter grown on the premises, and will keep all buildings, fences, ditches, canals and other improvements on the premises in good repair and will not do or permit any waste on the premises and will not abandon them.

Rlsd. Bk 19 Rel. pg. 434 12/16/98 345

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

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

(4) That MORTGAGOR will pay, when due, all principal and installments thereof, and the interest thereon, as hereinbefore set forth. If default be made in payment when due of any part or installment of principal or interest, then MORTGAGOR shall pay a fee on each defaulted payment from the date the payment is due until the defaulted payment is made, at the rate provided by law at the time collection is attempted by MORTGAGEE. MORTGAGOR will also pay all taxes, liens, judgments, and assessments; and shall keep all buildings thereon insured, to MORTGAGEE'S satisfaction. The insurance shall be made payable to MORTGAGEE, as its interest may appear at the time of the loss. MORTGAGOR will pay the premiums. MORTGAGEE may pay all taxes, liens, judgments, assessments or insurance not paid by MORTGAGOR when due. When so paid, they shall become a part of the mortgage debt and shall bear interest at the rate as provided by law in effect at that time of collection of default, and shall be payable out of the first moneys received by MORTGAGEE under the terms of this mortgage.

(5) That MORTGAGEE shall have a lien prior and superior to all other liens 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, interest, or statutory fees 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. This lien is hereby expressly reserved. Any person purchasing or otherwise acquiring the crops, or any part thereof, takes the same subject to this lien. Any officer, agent or person empowered to represent MORTGAGEE is hereby authorized to seize the crops, and upon giving three days' notice, to sell either at private or public sale, enough of the crops to pay the amounts due and delinquent under the mortgage, together with cost and expenses of sale.

(6) That in the event of the sale or transfer of the real property herein described, at MORTGAGEE'S election, the entire balance of the note shall become due and payable.

(7) That further to secure the payment of the note, MORTGAGOR assigns to MORTGAGEE in whole, or at MORTGAGEE'S option, in amounts or proportionate part as 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 or gas mining leases, mineral leases or any other kind of leases or rights-of-way agreements existing or that come into existence covering the above described lands. At MORTGAGEE'S option, MORTGAGOR agrees to allow payment directly to MORTGAGEE by anyone obligated to MORTGAGOR for any rents, bonuses, royalties, payments, damages, and delay moneys as hereinbefore set out. All moneys received by 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 MORTGAGEE under the terms of this mortgage with interest thereon; Second, to the payment of matured installments with interest and statutory fees thereon; Third, 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 or right-of-way agreement made after this mortgage.

(8) That MORTGAGOR, in applying for this loan, has made certain representations to MORTGAGEE as to the purposes for which the money loaned on this mortgage was borrowed. MORTGAGOR agrees that such representations are specifically referred to and made a part of this mortgage. If the whole or any portion of said loan is expended for purposes other than those specified in the original application of MORTGAGOR or if MORTGAGOR is in default with respect to any condition or covenant of this mortgage, or if MORTGAGOR abandons said land for a period of three months, or if MORTGAGEE at any time believes that said loan is not adequately secured because of any mismanagement, waste or neglect of said land, the whole of this loan shall, at MORTGAGEE'S option, become due and payable.

(9) That if MORTGAGOR defaults in the payment of the sum of money intended to be secured hereby, or any portion thereof, or of 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, then and in that event the whole of said loan shall at MORTGAGEE'S option become due and payable. It shall be lawful for 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 the premises and all of the right, title, interest, benefit and equity of redemption of MORTGAGOR. Out of the moneys arising from the sale under such foreclosure, MORTGAGEE may retain the principal, interest and statutory fees thereon to the date of 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 cost of any foreclosure policy, 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, including a reasonable attorney's fee as set out hereinbelow. The overplus, if any, shall be paid to MORTGAGOR or into Court for disbursement if MORTGAGEE so decides. If MORTGAGEE forecloses this mortgage and the sum derived from the sale of the premises is insufficient to satisfy the amount of the judgment rendered in MORTGAGEE'S favor, MORTGAGEE shall be entitled to and have a deficiency judgment against MORTGAGOR for the amount remaining due and unpaid after applying the proceeds of the sale on the debt due MORTGAGEE.

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

(11) That in the event of commencement of foreclosure proceedings, either by advertisement and sale or by Court action, MORTGAGOR agrees to pay as a part of the mortgage debt hereby secured, all costs, fees and expenses, including an attorney's fees of ten percent (10%) of the total amount due.

[redacted] [redacted] [redacted]

(12) MORTGAGOR agrees that in the event of foreclosure of this mortgage, the purchaser or purchasers at the foreclosure sale shall be entitled to enter upon and take possession of the premises ninety-one (91) days following foreclosure sale, and that the purchaser is thereafter entitled to any rents and profits from the premises. MORTGAGOR also expressly agrees that any lessee who shall be in possession by virtue of a lease from MORTGAGEE if MORTGAGEE has purchased the premises at a foreclosure sale shall be entitled to any profits from any crops planted by lessee, and shall have access to the premises to tend and harvest any such crops which have already been planted, regardless of any statutory redemption by MORTGAGOR.

(13) The terms of this mortgage shall extend to and bind the heirs, successors and assigns of the parties hereto.

This mortgage is made to MORTGAGEE, the Wyoming Farm Loan Board, as provided under the Wyoming Farm Loan Act, approved February 22, 1921, and as amended.

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

Lillian E. Harrower
Lillian E. Harrower, a widow

STATE OF WYOMING)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by Lillian E. Harrower

this 16th day of August, 1985.

Witness my hand and official seal.

Title of Officer
Notary Public

My Commission Expires: 10-22-1988

Jim C. Pollard
County of
Lincoln
My Comission Expires Oct 22, 1988
Notary Public
State of
Wyoming

STATE OF WYOMING)
) ss.
COUNTY OF _____)

RECEPTION NO. _____

This instrument was filed for record at _____ o'clock _____ M., on the _____ day of

_____ A.D., 19 _____, and duly recorded in Book _____ on page _____.

_____
County Clerk or Register of Deeds

Photographed
Indexed
Abstracted
Checked

Fees, $ _____ BY _____
Deputy

LEGAL DESCRIPTION:

TOWNSHIP 23 NORTH, RANGE 114 WEST, 6th P.M., LINCOLN COUNTY
Section 5: NE¼SW¼

675

TOWNSHIP 23 NORTH, RANGE 115 WEST, 6th P.M., LINCOLN COUNTY
Section 1: Lot 4
Section 4: SE¼SE¼
Section 5: Lot 39a
Section 6: Lot 13; SW¼NE¼; W½SE¼
Section 8: SW¼SE¼
Section 17: Lots 41-B, 41-C, 41-D, 41-E; W½E½; W½W½
Section 20: Lots 42-B, 42-C; W½NE¼; W½NW¼

TOWNSHIP 24 NORTH, RANGE 113 WEST, 6th P.M., LINCOLN COUNTY
Section 4: Lots 5,6
Section 5: Lots 2, 3; S½NE¼; NE¼SE¼; W½SE¼; SE¼SW¼; SE¼NW¼; NE¼SW¼; W½SW¼

TOWNSHIP 24 NORTH, RANGE 115 WEST, 6th P.M., LINCOLN COUNTY
Section 4: Lots 10, 11, 12
Section 5: Lots 5, 6, 7, 8, 9
Section 14: N½SW¼
Section 25: SW¼SW¼
Section 26: S½SE¼; SE¼SW¼
Section 32: SW¼
Section 34: NW¼SE¼
Section 35: N½NE¼

TOWNSHIP 24 NORTH, RANGE 116 WEST, 6th P.M., LINCOLN COUNTY
Section 1: Lots 3, 4, 9, 10; SE¼
Section 2: Lots 1, 2
Section 12: E½
Section 13: N½NE¼

RECORDED

TOWNSHIP 25 NORTH, RANGE 115 WEST, 6th P.M., LINCOLN COUNTY
Section 32: SE¼; S½NE¼

TOWNSHIP 28 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

SECTION 11: SE¼SW¼, SE¼;
SECTION 12: Lots 11 and 12, W½SW¼;
SECTION 13: Lot 3, W½NW¼;
SECTION 14: N½NE¼, SE¼NE¼, NE¼NW¼.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DAVID LEE JONES and BONNIE A. JONES, husband and wife.

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Seventeen Thousand and N0/100 ($17,000.00) ---------- Dollars, due 8/1/86 with interest from 8/1/85 at the rate of eleven (11%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of $234.18 each, which include interest at the rate of 11% per annum; first said payment due 9/1/85 and on the 1st day of each month thereafter until paid in full; do hereby mortgage to

GARY ESPENSCHEID and NANCY ESPENSCHEID, husband and wife,
P.O. Box 748
Big Piney, Wyoming 83113

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

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

208255
RECORDED August 27 1985 11:30 AM
IN BOOK 44 Mtg. PAGE 349
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 27 day of August A. D. 19 85.

In the presence of

David Lee Jones
DAVID LEE JONES

Bonnie A. Jones
BONNIE A. JONES

Released
Book 15 Pg 103.

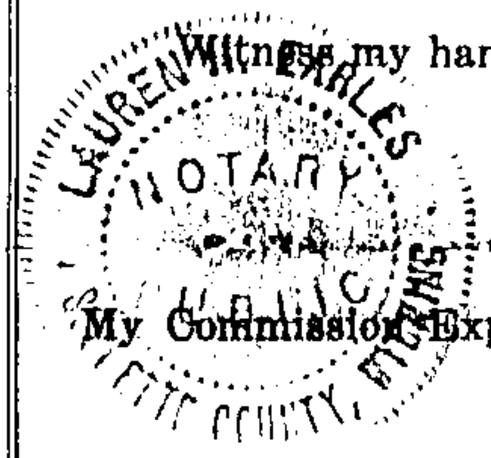
350

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by David Lee Jones and Bonnie A. Jones,

this 2nd day of August, 19 85.

Witness my hand and official seal.



Signature
Notary Public
Title of Officer

My Commission Expires: 5-15-89

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"

To-wit: --

That part of the S½SW¼NE¼ of Section 29, T30N, R111W, Sublette County, Wyoming, being part of that tract of record in the Office of the Clerk of Sublette County in Book 22 of Deeds on page 515, described as follows:

BEGINNING at the southwest corner of the said S½SW¼NE¼, found as described in the Certified Land Corner Recordation Certificate of record in said Office;
thence N00°-12.8'W, the base bearing for this survey, 583.15 feet along the west line of said S½SW¼NE¼ to a point;
thence S62°-44.5'E, 1322.06 feet to a point on the east line of said S½SW¼NE¼;
thence S00°-12.8'E, 275.00 feet along said east line to the southeast corner of said S½SW¼NE¼;
thence N87°-25.8'W, 1312.57 feet along the south line of said S½SW¼NE¼ to the CORNER OF BEGINNING;

ENCOMPASSING an area of 9.90 acres, more or less;

TOGETHER with a right of ingress and egress and utility easement across the following:
A strip of land thirty feet in width being part of the said S½SW¼NE¼ of Section 29, T30N, R111W, Sublette County, Wyoming, being part of that tract of record in the Office of the Clerk of Sublette County in Book 22 of Deeds on page 515, with the west line described as follows:
BEGINNING at the northwest corner of said S½SW¼NE¼;
thence S00°-12.8'E, 275.00 feet, more or less, to an intersection with the north line of the foregoing tract;

that the side lines of said easement are to be prolonged or shortened to meet at angle-point intersections and at the north line of the foregoing tract;

SUBJECT to easements of sight and easements of record in the Office of the Clerk of Sublette County including an easement for an existing overhead power line;

each "point" marked by a 5/8" steel reinforcing rod with aluminum cap (SurvKap) inscribed "SSLTD BIG PINEY WY RLS164";
each "corner" found as described in the Certified Land Corner Recordation Certificate of record in said Office;

all in accordance with the plat prepared to be filed in said Office titled "PLAT TO ACCOMPANY LOT DIVISION APPLICATION FOR GARY M. ESPENSCHEID IDENTICAL WITH THE S½SW¼NE¼ SECTION 29 T30N R111W SUBLETTE COUNTY, WYOMING" dated 25 April 1985.

Gary Espenscheid
GARY ESPENSCHEID

David Lee Jones
DAVID LEE JONES

Nancy Espenscheid
NANCY ESPENSCHEID

Bonnie A. Jones
BONNIE A. JONES

352 Released BK 14 Rel @ pg 511

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BOB W. DUFRENE and JACQUELINE S. DUFRENE, husband and wife,

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Forty-Four Thousand and N0/100 ($44,000.00) - - - - - - - - - - - - - - - Dollars, due 8/30/2000 with interest from 8/30/85 at the rate of ten (10%) per cent per annum, payable monthly xxxxxx evidenced by One (1) promissory note, of even date herewith, payable in 180 equal monthly payments of $472.82 each, which include interest at the rate of 10% per annum; first said payment due 9/30/85 and payable on the 30th day of each month thereafter until paid in full; do hereby mortgage to CURTIS D. WAISATH and LEAH J. WAISATH, husband and wife,

mortgagee, whose address is P.O. Box 1266
Kemmerer, Wyoming 83101

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 Fourteen (14) of the Marbleton Townsite 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 to prior mineral reservations of record.

This Mortgage is not assumable without the express written consent of Mortgagees. Any sale, contract to sell, or other transfer of title of the concerned real property shall act to make all sums due hereunder immediately due and payable and may be considered a default under the terms of this Mortgage.

208213

RECORDED August 28 19 85 3:30 P M
IN BOOK 44 Mortgage PAGE 352
FEES $ 6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor s agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 28th day of August A. D. 19 85.

In the presence of

Bob W. Dufrene
BOB W. DUFRENE

Jacqueline S. Dufrene
JACQUELINE S. DUFRENE

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Bert W. Kilgore, Jacqueline S. Kilgore, ,
this 28th day of August, 1985.

Witness my hand and official seal.

Lenia Hutton
Signature
Notary Public
Title of Officer

My Commission Expires: May 15, 1988

NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By
Deputy Clerk

No. Fees, $

354

Released Bk 17 pg 164

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

STELLA GRAY, a single woman, mortgagor, of Pinedale, Sublette County, State of Wyoming, to secure the payment of Forty-One Thousand and N0/100 ($41,000.00) Dollars, due 12/1/2000 with interest from 9/1/85 at the rate of ten (10%) percent per annum, payable monthly evidenced by one (1) promissory note of even date herewith, payable as follows:

(a) There shall be two payments of $440.58 each, said payments including interest on the principal balance at the rate of 10% per annum from 9/1/85. First said payment shall be due 10/1/85 and the second on 11/1/85.

(b) On 12/1/85 there shall be due a principal payment of $5,000.00 together with a payment of the accrued interest on the principal balance at the rate of 10% per annum.

(c) The remaining principal balance of $35,801.33 shall be paid in 180 equal monthly payments of $384.72 each, said payments including interest at the rate of 10% per annum. First said payment being due on 1/1/86 and on the first day of each and every month thereafter until paid in full;

does hereby mortgage to JOSEPH J. JASO and FRANCES I. JASO, husband and wife, mortgagees, whose address is 2458 Brandt School Road, Wexford, Pennsylvania 15090, the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Twelve (12), Block One (1) of the Jones 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; and to prior mineral reservations of record.

WITNESS my hand this 28th day of August, 1985.

Stella Gray
STELLA GRAY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by STELLA GRAY this 28th day of August, 1985.
WITNESS my hand and official seal.

Linda Hulten
Notary Public

My Commission Expires:
May 15, 1988

208338

RECORDED September 4 19 85 9:30 AM
IN BOOK 44 Mortgage PAGE 354
FEES $ 4.00 Lou Ann Drake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] Position 5 [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 JAMES S. SILVEY AND LYNDA A. SILVEY, husband and wife residing in Sublette County, Wyoming, whose post office address is P.O. Box 1063 Pinedale, Wyoming 82941, herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601 and

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
9/4/85	$49,400.00	11.375%	9/4/2018

208348

by Carol A. Cheever Deputy
RECORDED September 4 1985 4:30 PM
IN BOOK 44 mtg PAGE 355
FEES 10.00 Lois J. Lee 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 12, Block 4, Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming. Together with all improvements and appurtenances thereunto appertaining; SUBJECT TO: Reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale recorded 3/28/78 in Book 33 of Miscellaneous, page 678, office of the County Clerk.

Released BK 17 Pg 171

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 4th day of September, 19 85.

James S. Silvey

Lynda A. Silvey

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by James S. Silvey and Lynda A. Silvey, this 4th day of September, 19 85

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

STATE OF WYOMING

Farm Loan Mortgage

Wyoming Farm Loan Board

THIS MORTGAGE made this 6th day of SEPTEMBER, 19 85, between

-ROBERT E. OLSON AND ENA OLSON, husband and wife-

-of Sublette County, Wyoming-

hereinafter called "MORTGAGOR" and the STATE OF WYOMING, WYOMING FARM LOAN BOARD, 122 West 25th Street, Cheyenne, Wyoming, hereinafter called "MORTGAGEE," to secure payment of the sum of

- - - - - THREE HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 ($327,000.00)- - - - - DOLLARS.

WITNESS: MORTGAGOR for and in consideration of the sum aforesaid paid by MORTGAGEE, receipt of which MORTGAGOR acknowledges, mortgages, warrants, grants, bargains, and conveys to MORTGAGEE, its successors and assigns forever, the following described real estate:

208380

RECORDED September 6 19 85 2:30 M
IN BOOK 44 Mtg PAGE 359
FEES $11.25 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

and including any mineral rights, estates, or interests existing on, under or in said real estate, whether now owned by mortgagor or hereafter acquired; and further including all buildings and improvements thereon and all other privileges, property capable of being inherited, and appurtenances to said lands 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 therefore; 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 MORTGAGOR at the date of this mortgage or hereinafter in any manner acquired by MORTGAGOR during the term of this mortgage. When the word "premises" is hereafter used it covers all property of every kind and character contained in this paragraph.

These presents are upon the express condition that if MORTGAGOR pays or causes to be paid to MORTGAGEE the principal sum of - - - -THREE HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 ($327,000.00)- - - - - DOLLARS, with interest thereon at the rate of nine per cent (9 %) per annum, according to a certain promissory note of even date herewith which is incorporated herein and made a part hereof, payable in twenty-nine (29) equal installments of - - - - THIRTY-ONE THOUSAND EIGHT HUNDRED TWENTY-EIGHT AND 99/100- - - - - -($31,828.99)- - - - - DOLLARS, on the first day of December of each year and one payment of - - THIRTY-ONE THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND 81/100- - - - - - -($31,827.81)- - - - - DOLLARS, due on December 1, 2014, said note being executed by MORTGAGOR, payable to MORTGAGEE at its office in Cheyenne, Wyoming, and pays all taxes, liens, judgments, and assessments on said lands, and keeps all buildings insured as hereafter provided and keeps and performs all the other terms, conditions and covenants of this mortgage, then these presents and the promissory note shall cease and be null and void, and be released at MORTGAGOR'S expense.

MORTGAGOR convenants that MORTGAGOR is lawfully seized of the premises; that MORTGAGOR has good right to sell or convey the same, and that the premises are free of any prior encumbrances. MORTGAGOR warrants the title to the premises, and releases and waives all rights under the Homestead Exemption Laws of this State.

MORTGAGOR as part of the consideration hereof, further covenants as follows:

(1) That during the existence of this mortgage the MORTGAGOR will in a proper and husbandlike manner cultivate, irrigate, and fertilize all orchards and crops now or hereafter grown on the premises, and will keep all buildings, fences, ditches, canals and other improvements on the premises in good repair and will not do or permit any waste on the premises and will not abandon them.

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

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

(4) That MORTGAGOR will pay, when due, all principal and installments thereof, and the interest thereon, as hereinbefore set forth. If default be made in payment when due of any part or installment of principal or interest, then MORTGAGOR shall pay a fee on each defaulted payment from the date the payment is due until the defaulted payment is made, at the rate provided by law at the time collection is attempted by MORTGAGEE. MORTGAGOR will also pay all taxes, liens, judgments, and assessments; and shall keep all buildings thereon insured, to MORTGAGEE'S satisfaction. The insurance shall be made payable to MORTGAGEE, as its interest may appear at the time of the loss. MORTGAGOR will pay the premiums. MORTGAGEE may pay all taxes, liens, judgments, assessments or insurance not paid by MORTGAGOR when due. When so paid, they shall become a part of the mortgage debt and shall bear interest at the rate as provided by law in effect at that time of collection of default, and shall be payable out of the first moneys received by MORTGAGEE under the terms of this mortgage.

(5) That MORTGAGEE shall have a lien prior and superior to all other liens 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, interest, or statutory fees 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. This lien is hereby expressly reserved. Any person purchasing or otherwise acquiring the crops, or any part thereof, takes the same subject to this lien. Any officer, agent or person empowered to represent MORTGAGEE is hereby authorized to seize the crops, and upon giving three days' notice, to sell either at private or public sale, enough of the crops to pay the amounts due and delinquent under the mortgage, together with cost and expenses of sale.

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

(7) That further to secure the payment of the note, MORTGAGOR assigns to MORTGAGEE in whole, or at MORTGAGEES option, in amounts or proportionate part as 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 or gas mining leases, mineral leases or any other kind of leases or rights-of-way agreements existing or that come into existence covering the above described lands. At MORTGAGEES option, MORTGAGOR agrees to allow payment directly to MORTGAGEE by anyone obligated to MORTGAGOR for any rents, bonuses, royalties, payments, damages, and delay moneys as hereinbefore set out. All moneys received by 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 MORTGAGEE under the terms of this mortgage with interest thereon; Second, to the payment of matured installments with interest and statutory fees thereon; Third, 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 or right-of-way agreement made after this mortgage.

(8) That MORTGAGOR, in applying for this loan, has made certain representations to MORTGAGEE as to the purposes for which the money loaned on this mortgage was borrowed. MORTGAGOR agrees that such representations are specifically referred to and made a part of this mortgage. If the whole or any portion of said loan is expended for purposes other than those specified in the original application of MORTGAGOR or if MORTGAGOR is in default with respect to any condition or covenant of this mortgage, or if MORTGAGOR abandons said land for a period of three months, or if MORTGAGEE at any time believes that said loan is not adequately secured because of any mismanagement, waste or neglect of said land, the whole of this loan shall, at MORTGAGEES option, become due and payable.

(9) That if MORTGAGOR defaults in the payment of the sum of money intended to be secured hereby, or any portion thereof, or of 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, then and in that event the whole of said loan shall at MORTGAGEES option become due and payable. It shall be lawful for 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 the premises and all of the right, title, interest, benefit and equity of redemption of MORTGAGOR. Out of the moneys arising from the sale under such foreclosure, MORTGAGEE may retain the principal, interest and statutory fees thereon to the date of 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 cost of any foreclosure policy, 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, including a reasonable attorney's fee as set out hereinbelow. The overplus, if any, shall be paid to MORTGAGOR or into Court for disbursement if MORTGAGEE so decides. If MORTGAGEE forecloses this mortgage and the sum derived from the sale of the premises is insufficent to satisfy the amount of the judgment rendered in MORTGAGEES favor, MORTGAGEE shall be entitled to and have a deficiency judgment against MORTGAGOR for the amount remaining due and unpaid after applying the proceeds of the sale on the debt due MORTGAGEE.

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

(11) That in the event of commencement of foreclosure proceedings, either by advertisement and sale or by Court action, MORTGAGOR agrees to pay as a part of the mortgage debt hereby secured, all costs, fees and expenses, including an attorney's fees of ten percent (10%) of the total amount due.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

(12) MORTGAGOR agrees that in the event of foreclosure of this mortgage, the purchaser or purchasers at the foreclosure sale shall be entitled to enter upon and take possession of the premises ninety-one (91) days following foreclosure sale, and that the purchaser is thereafter entitled to any rents and profits from the premises. MORTGAGOR also expressly agrees that any lessee who shall be in possession by virtue of a lease from MORTGAGEE if MORTGAGEE has purchased the premises at a foreclosure sale shall be entitled to any profits from any crops planted by lessee, and shall have access to the premises to tend and harvest any such crops which have already been planted, regardless of any statutory redemption by MORTGAGOR.

(13) The terms of this mortgage shall extend to and bind the heirs, successors and assigns of the parties hereto.

This mortgage is made to MORTGAGEE, the Wyoming Farm Loan Board, as provided under the Wyoming Farm Loan Act, approved February 22, 1921, and as amended.

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

Robert E. Olson

Ena Olson, his wife

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Robert E. Olson, Ena Olson

this 6th day of SEPTEMBER, 19 85.

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
Title of Officer NOTARY PUBLIC

My Commission Expires: JULY 28, 1988

STATE OF WYOMING)
) ss.
COUNTY OF _____)

RECEPTION NO. _____

This instrument was filed for record at _____ o'clock ___ M., on the _____ day of

_____ A.D., 19 ___, and duly recorded in Book _____ on page _____.

County Clerk or Register of Deeds

Photographed _____
Indexed _____
Abstracted _____
Checked _____

Fees, $ _____

BY _____
Deputy

TOWNSHIP 30 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 5 : Lots 8 and 9, NE¼SW¼, S½SW¼;
Section 6 : S½SE¼;
Section 7 : Lots 1, 2, 3, 4, 5 and 6;
Section 8 : Lots 2, 3 and 4, N½NW¼;

TOWNSHIP 30 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBELTTE COUNTY, WYOMING

Section 11 : Lot 1, NE¼SE¼;
Section 12 : Lots 1, 2, 3 and 4, S½N½;

TOWNSHIP 31 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 28 : SW¼SW¼;
Section 29 : Lots 2, 5 and 6, W½SE¼;
Section 32 : Lots 1, 2 and 3, NW¼NE¼;
Section 33 : Lots 1, 3 and 5, NW¼NW¼.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE NEW FORK RIVER.

[redacted] [redacted] [redacted]

404

$10.00

RECORDED Sept. 4, 1985 AT 9 A.M.
IN BOOK 230PR P. 404 [redacted], WYO.
NO. 642109 ELIZABETH C. WADE, CLERK

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Multiplex, a Wyoming partnership herein designated as Mortgagor, of Big Piney, 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 August 28, 1985 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 [redacted] installment on September 30, 1985, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

The South 10 Feet of Lot 15 and all of Lots 16, 17 and 18, Block 11, Marbleton Townsite, Sublette County, Wyoming.

This mortgage is given to secure the borrowings of John L.D. Tanner, Richard A. Costello and Ralph E. Wood, as evidenced by that certain note of even date and like amount, including all renewals and extensions 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.

205420

INDEXED
ABSTRACTED
[illegible] RECORDED

RECORDED September 10 1985 8:20 AM
IN BOOK 44 Misc PAGE 363
FEES $10.00 Doris 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:

HEL-061(2-84)

Released Bk 1+ Rel @ pg. 362 363

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.

[redacted] [redacted] [redacted]

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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) have hereunto set their hand(s) this 28ht day of August , 19 85 .

In the presence of—

Multiplex, a Wyoming partnership

(X) John L.D. Tanner
John L.D. Tanner

(X) Richard A. Costello
Richard A. Costello

(X) Ralph E. Wood
Ralph E. Wood

THE STATE OF WYOMING,
ss:
County of Lincoln

On this 28th day of August , 1985, before me personally appeared John L.D. Tanner, and Richard A. Costello, [redacted] to me known to be the person described in and who executed the foregoing instrument, and acknowleged 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 28th day of August , A. D. 1985.

Stacy Weatherd
County of Lincoln (Seal)
Notary Public
State of Wyoming
My Commission Expires: Nov. 16, 1987

My Commission expires [illegible]5

Stacy Weatherd-Werner
Notary Public.

365

STATE OF WYOMING

No.

MORTGAGE

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.

Fees, $

366

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 29th day of August, 1985, before me personally appeared RALPH E. WOOD 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.

WITNESS my hand and official seal.

Diane R. Neal
Notary Public
County of Sublette
State of Wyoming
My Commission Expires: June 17, 1986

My Commission Expires: 6/17/86

Notary Public

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ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That LAURA A. CHAPIN of the Town of Big Piney, County of Sublette and State of Wyoming, Party of the First Part and assignor herein, for and in consideration of TEN DOLLARS ($10) and other good and valuable considerations, to her in hand paid by FIRST WYOMING BANK, NATIONAL ASSOCIATION - BIG PINEY, 440 Budd Avenue, Big Piney, Wyoming, Party of the Second Part and assignee herein, the receipt whereof is hereby acknowledged, HAS ASSIGNED AND SOLD and DOES BY THESE PRESENTS SELL, ASSIGN AND TRANSFER AND SET OVER unto said FIRST WYOMING BANK, NATIONAL ASSOCIATION - BIG PINEY, 440 Budd Avenue, Big Piney, Wyoming, Party of the Second Part, that certain mortgage deed with release of homestead bearing date the 15th day of September, 1982, and wherein JACK W. CASSLE and FRANCES E. CASSLE, husband and wife, of 4510 East 13th Street, Cheyenne, Wyoming, appear as mortgagors, and HARVARD B. CHAPIN, JR., and LAURA A. CHAPIN, husband and wife, and the survivor thereof, of Big Piney, Wyoming, appear as mortgagees, and acknowledged on the 21st day of September, 1982, and mortgaging the following described real estate and premises situate in the County of Sublette and State of Wyoming, to-wit:

That part of the SW/4 NW/4 Section 36, T. 30 N., R. 112 W., of the 6th P.M., Sublette County, Wyoming, more particularly described as follows:

> Commencing at a corner identical with the southwest corner of that tract of record in the office of the Sublette County Clerk in Book 10 of Deeds, page 45, N.12°31'E., 645.25 feet from the west one-quarter corner of said Section 36 where is

208421

RECORDED September 10 1985 8:24 M
IN BOOK 44 Mtg PAGE 367
FEES $ 8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McSherrie

found a 10"X8"X12" quartzite stone marked 1/4 on west;

thence, N.87°57'E., 202.5 feet along the south line of said tract to the corner of beginning;

thence, continuing N.87°57'E., 355.34 feet along said south line to the southeast corner of said tract;

thence, N.02°03'W., 356.18 feet along the east line of said tract to the northeast corner of said tract on the south right-of-way line of Milleg Lane;

thence, N.81°49'W., 246.66 feet along the north line of said tract and said right-of-way line to a point;

thence, S.87°57'W., 112.60 feet along said north line and said right-of-way line to a point;

thence, S.02°03'E., 400.00 feet to the corner of beginning;

TOGETHER WITH all buildings and improvements situate thereon or appurtenant thereto;

and which said mortgage deed with release of homestead was recorded in the office of the county clerk of said county on the 5th day of October, 1982, in Book 38 of Mortgages, page 500, AND TOGETHER WITH the promissory note mentioned and described in said mortgage deed with release of homestead and all monies, including interest, to become due upon said promissory note;

TO HAVE AND TO HOLD said mortgage deed with release of homestead unto FIRST WYOMING BANK, NATIONAL ASSOCIATION - BIG PINEY, 440 Budd Avenue, Big Piney, Wyoming, Party of the Second Part, and its successors and assigns absolutely;

LAURA A. CHAPIN, Party of the First Part and assignor herein, EXPRESSLY REPRESENTS, COVENANTS, WARRANTS AND AGREES that HARVARD B. CHAPIN, JR., hereinabove mentioned, is deceased and that he died on or about the 23rd day of October, 1982, in the County of Lincoln and State of Wyoming, and that she is the survivor of said HARVARD B. CHAPIN, JR., and the surviving mortgagee named in the aforesaid mortgage deed with release of homestead.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 27 day of August, 1985.

Laura A. Chapin
LAURA A. CHAPIN

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by LAURA A. CHAPIN this 27th day of August, 1985.

Witness my hand and official seal.

My commission expires January 5, 1988.

J. Elaine Hunt
Notary Public

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

RISE - Book 13, P. 262

SECOND

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GERALD R. PAYNE and BRENDA L. PAYNE, husband and wife,

mortgagor S, of Box 302, Big Piney Sublette County, State of Wyoming, to secure the payment of Ten Thousand and N0/100 ($10.00) - Dollars, due 9/1/87 with interest from 9/1/85 at the rate of fifteen (15%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 24 equal monthly payments of $484.87 each, which include interest at the rate of 15% per annum; First payment due 10/1/85 and due on the 1st day of each month thereafter until paid in full, do hereby mortgage to

JAMES AVERY GREENWOOD

mortgagee, whose address is P.O. Box 188

Big Piney, Wyoming 83113

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

Lots One (1), Two (2), Three (3) and Four (4), Block Twenty-Eight (28), Marbleton Townsite, 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 to prior mineral reservations of record.

This is a **second** mortgage and is junior in priority to that certain Real Estate Mortgage held by The Federal Land Bank, a corporation, and recorded at Book 34 of Mortgages, page 554, in the Office of the Sublette County Clerk, Sublette County, Wyoming.

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

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

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

Dated this day of A. D. 1985.

In the presence of

208436

Gerald R. Payne
GERALD R. PAYNE

Brenda L. Payne
BRENDA L. PAYNE

RECORDED September 10 1985 2:00 PM
IN BOOK 44 Mtg PAGE 370
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Gerald R. Payne and Brenda L. Payne,

this 10th day of September, 19 85.

Witness my hand and official seal.

Taryn Heck
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
1986

My Commission Expires: January 9, 1986

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, $ ...

372

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

WYOMING

MASTER FORM MORTGAGE

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

KNOW ALL MEN BY THESE PRESENTS, That on this 30th day of August ,

19 85 , Edward C. McGrann III and Shirley Y. McGrann, husband & wife who,

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

242 Charles Street, Pinedale, Wy. 82941

hereby MORTGAGES

to MORTGAGEE, namely: First Wyoming Bank, N.A. - Kemmerer
801 Pine Avenue
whose address is Kemmerer, Wy. 83101

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

"See Attached Exhibit A"
A tract of land described as follows:
Beginning on a point 30 feet south of the southeast corner of Block 4 of the Original Townsite of Pinedale, Wyoming, and running thence South 250 feet to a point,
Thence west 225 feet to a point which is the beginning of the tract herein described,

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

sum of --Forty Nine Thousand Four Hundred Ninety and no/100---------- DOLLARS

($ 49,490.00) with interest at the rate of Eleven and Three Eighths per centum (11.375 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of ---Four Hundred Eighty Five and 39/100----- DOLLARS

($ 485.39), commencing on the 1st day of October , 19 85 , 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 ,

2015 . 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.

208468

[redacted]

RECORDED September 11 1985 4:30 PM
IN BOOK 44 Mtg PAGE 372
[redacted] FEES $ 10.00 Lois J. Yates [redacted] COUNTY CLERK
EX-OFFICIO REGISTER OF DEEDS PINEDALE, WYOMING

[redacted] [redacted] [redacted]

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

Edward C. McGrann III — Mortgagor

Shirley Y. McGrann — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Lincoln)

On this 30th day of August, 1985, before me personally appeared Edward C. McGrann III and Shirley Y. McGrann, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that t h ey executed the same as t h eir free act and deed.

Bobbie J. Wetzel
Notary Public

My commission expires on the day of , 19 .

Bobbie J. Wetzel Notary Public
County of Lincoln State of Wyoming
My Commission Expires: June 29, 1988

"EXHIBIT A"

Thence South 150 feet,
Thence East 75 Feet,
Thence North 150 feet,
Thence West 75 feet to the point of beginning,

Said Tract comprising a portion of Lot 1, Section 4, Township 33 North, Range 109 West of the 6th Principal Meridian, Wyoming, being a rectangle 75 feet east and west and 150 feet north and south.

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 30th day of August, 19 85.

Edward C McGrann III
Signature

EDWARD C. MGRANN III
Printed

Shirley Y. McGrann
Signature

SHIRLEY Y. MCGRANN
Printed

MPP FORM #209A
3/83

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ASSIGNMENT OF MORTGAGE

First Wyoming Bank, N.A. -

FOR VALUE RECEIVED, the Kemmerer, a corporation organized and existing under the United States of America, Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by

Edward C. McGrann, III and Shirley Y. McGrann, husband & wife

and appears recorded in book 44 of mortgages, beginning on page 367 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

A tract of land described as follows:

Beginning on a point 30 feet south of the southeast corner of Block 4 of the original townsite of Pinedale, Wyoming, and running thence south 250 feet to a point,
Thence west 225 feet to a point which is the beginning of the tract herein described,
Thence south 150 feet,
Thence east 75 feet,
Thence north 150 feet,
Thence west 75 feet to the point of beginning,

Said tract comprising a portion of Lot 1, Section 4, Township 33 North, Range 109 West of the 6th Principal Meridian, Wyoming, being a rectangle 75 feet east and west and 150 feet north and south.

together with the note or notes secured thereby, to the

Wyoming Community Developement Authority,

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

Dated this 20th day of September, 1985.

208470

RECORDED September 11 1985 4:30 PM
IN BOOK 44 mtg PAGE 376
FEES $ 4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

By First Wyoming Bank, N.A.
THOMAS H. CHINNOCK

Attest:
Title Senior Vice-President

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

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

this 20th day of September, 19 85

Witness my hand and official seal.

Bobbie J. Wetzel
Notary Public
County of Lincoln
State of Wyoming
My Commission Expires: June 29, 1988

My Commission expires:

Bobbie J. Wetzel
Title of Officer

WCDA Form Number 203

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 10, 19 85. The mortgagor is Hazel S. Werner, A single person ("Borrower"). This Security Instrument is given to First Security Bank of Rock Springs, which is organized and existing under the laws of Wyoming, and whose address is 1400 Dewar Drive Rock Springs, WY ("Lender"). Borrower owes Lender the principal sum of Fifty Thousand and No/100's*** Dollars (U.S. $ 50,000.00). 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 September 1, 2000. 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 8 AND THE NORTH 40 FEET OF LOT 9, BLOCK 8, JONES ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

208471

RECORDED Sept. 11 19 85 4:30 PM
IN BOOK 44 Mtg PAGE 377
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy.

which has the address of 218 S. Lincoln [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)]

☐ 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.

Hazel S. Werner .....(Seal)
Hazel S. Werner —Borrower

.....(Seal)
—Borrower

[Space Below This Line For Acknowledgment]

STATE OF Wyoming }
COUNTY OF Sweetwater } SS:

I, Donna Ngai, a Notary Public in and for said county and state, do hereby certify that Hazel S. Werner, a single person, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be her free and voluntary act and deed and that (his, her, their) she executed said instrument for the purposes and uses therein set forth.

(he, she, they)

Given under my official seal this 10th day of September, 19 85

8/08/87

Donna M. Ngai (SEAL)
Notary Public

This instrument was prepared by .....

44771

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Rodney S. Bennett Jr., a married man and Joe L. Meeks, a married man herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Two Hundred Seventy Two Thousand and no/100-------Dollars ($272,000.00 with interest as evidenced by a promissory note dated August 21, 1985 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 installments of $ Various each on the first day of each month, beginning on the first 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 final installment on Various , hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Refer to Schedule A attached hereto and incorporated herein by this reference.

This mortgage is given in consideration of two (2) Promissory Notes executed by Rodney S. Bennett Jr. and Joe L. Meeks as specified below:

Promissory Note dated August 21, 1985 - Principal Amount	$240,000.00
Promissory Note dated August 21, 1985 - Principal Amount	$ 32,000.00
Total	$272,000.00

This mortgage shall remain in effect for all extensions and renewals of all said notes hereafter.

208182

RECORDED September 12 1985 8:00 A M
IN BOOK 44 Mtg PAGE 381
FEES $10.00 Lori J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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:

381 Rel-132 13 19 437

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 ris[redacted]note and all other obligations, [redacted]r contingent, of any maker or e[redacted]ereof to payee shall become due and payable immediately without notice or demand.

of any installment thereof, or any part thereof, [illegible] breach of any [illegible] agree[illegible] herein contained, [redacted] of the then indebtedness secured h[redacted] nclusive of principal, interest, arrea[redacted]ound 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 LaRue C. Bennett, Donna J. Meeks wife of the said Rodney S. Bennett, Jr. & Joe L. Meeks 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 21st day of August, 19 85.

In the presence of--

X Joe L Meeks
Joe L

X Donna J Meeks
Donna J

X Rodney S Bennett, Jr.
Rodney S Bennett, Jr.

X LaRue C Bennett
LaRue C Bennett

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 21st day of August 1985, before me personally appeared Joe L. Meeks Donna J. Meeks, Rodney S. Bennett, Jr. LaRue C. Bennett 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 21st day of August, A. D. 1985.

(Seal)

My commission expires
September 1, 1989

Notary Public.

Frontier Printing & Mailing Co.
Cheyenne

383 A

FIRST WYOMING BANK

First Wyoming Bank,N.A.—Big Piney
P.O. Box 428
440 Budd Ave.
Big Piney, Wyoming 83113
307/276-3961

"SCHEDULE A"

A tract of land described as follows: Beginning at 6"x6" concrete post with 3" brass cap inscribed "State Highway ROW Marker PT 88 + 10.3AH 88+06.5 BK El.6850.35" on the north right-of-way line of state secondary road No. S-98, thence N. 60° -13'W., 188.7 ft. along said right-of way line to a point which point is N. 17°-42'E. 686.7 ft. from the center of said Section 36 where is found a granite stone set in concrete 8"X8"X24" marked "CENT S36" on north side, "BP" and "SS" on south side "+" on top; thence N. 29° -47' E. 215 ft. to a point; thence N. 80°-56' E. 33.3 ft. to a point; thence S. 65°-41E., 142 ft. to a point, which point is identical with the northwest point of a tract conveyed from W. P. McLelland to John Bunning Company of record in the office of the Clerk of Sublette County in Book 9 of Deeds on page 203; thence S. 23° - 13' W., 251.4 ft. along said land of John Bunning Company to a point on the said north right-of way line which point is identical with the southwest point of said John Bunning Company land; thence northwesterly, 7.4 ft along said north right-of-way line being an arc of a curve whose radius is 1373 ft. to the place of beginning, being a part of the SW¼NE¼ Section 36; T. 30N, R. 112W., County of Sublette, State of Wyoming.

Rodney S. Bennett

LaRue C. Bennett

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Allen E. Bradley and Deanne Bradley, 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 Two Hundred Twenty Five Thousand---------- Dollars ($225,000.00 with interest as evidenced by a promissory note dated August 23, 1985 herewith to the order of

First Wyoming Bank N.A.-Big Piney
P.O. Box 428
Big Piney, WY 83113

, hereinafter designated Mortgagee, principal and interest payable in one (1) installments of $ 225,000 plus Int[illegible] beginning on the [illegible] of [illegible] first to interest and the balance to principal [illegible] shall be due with the final [illegible] December 21, 1985 hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Refer to Composite Exhibit A attached hereto and incorporated herein by this reference.

This Mortgage is given in consideration of that certain Promissory Note of even date and like amount executed by Allen E. Bradley and Rodney S. Bennett, Jr. in favor of First Wyoming Bank N.A.-Big Piney. This Mortgage shall remain in effect for all extensions and renewals hereafter.

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.

208183

September 12 1985 8:00 AM
44 Mtg
10.00 Lucy Yake 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:

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:

384 Release BK. 14 Rel. @ 19-582

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 of note and all other obligations, [redacted] or contingent, of any maker or endorser hereof to payee shall become due and payable immediately without notice or demand.

[redacted] contained [redacted]ble of the then indebtedness secured [redacted] inclusive of principal, interest, ar[redacted]round 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 Deanne Bradley wife of the said Allen E. Bradley 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 23rd day of August , 19 85

In the presence of— Allen E. Bradley

(X) Deanne Bradley

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 23rd day of August 19 85, before me personally appeared Allen E. Bradley and Deanne Bradley 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 23rd day of August , A. D. 19 85 .

(Seal)

My commission expires
9/1/89

Betty J. Hobgood *Notary Public.*

Frontier Printing & Mailing Co.
—Cheyenne—

COMPOSITE EXHIBIT "A"
Page 1

DESCRIPTION FOR

SPOTSYLVANIA ADDITION

To-wit:

That part of the SE¼SW¼ of Section 20, T30N, R111W, Sublette County, Wyoming described as follows:

BEGINNING at the south one-quarter corner of said Section 20 found as described in the Certified Land Corner Recordation Certificate of record in the Office of the Clerk of Sublette County;
thence N87°-19.1'W, the base bearing for this survey, 1315.11 feet along the south line of the said SE¼SW¼ to the southwest corner;
thence N00°-12'W, 873.29 feet along the west line of the said SE¼SW¼ to a point;
thence N76°-05.4'E, 254.87 feet to a point;
thence S78°-45.3'E, 513.97 feet to a point;
thence S79°-27.7'E, 272.18 feet to a point;
thence S66°-07.1'E, 322.64 feet to a point on the east line of the said SE¼SW¼;
thence S00°-12.5'E, 715.45 feet along the said east line to the CORNER OF BEGINNING;

ENCOMPASSING an area of 26.13 acres, more or less;

each "point" marked by a 5/8" steel reinforcing rod with alu..inum cap (SurvKAP) inscribed "SSLTD BIG PINEY WY RLS164";

each "corner" marked by a 2" galvanized steel pipe 28" long (BLM type) with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING" and appropriate details;

all in accordance with the plat prepared to be filed for the Spotsylvania Addition to the Town of Marbleton, Sublette County, Wyoming.

Paul N. Scherbel

Allen E Bradley

A Deanna Bradley

25 June 1985

PNS:dm des85-spots.des

Paul N. Scherbel
Registered Land Surveyor No. 164
Scott A. Scherbel
Registered Land Surveyor No. 3686
SURVEYOR SCHERBEL LTD
Big Piney, Wyoming 83113
Jackson Wyoming 83001
Afton, Wyoming 83110

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

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Randal Gordon , 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 Eight Thousand Five Hundred Seventy Nine & .56/100 Dollars ($ 8,579.56), with interest as evidenced by a promissory note dated August 7, 1985 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 36 installments of $303.75 beginning on September 7, 1985 , 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 final installment on August 7, 1988 ,

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

Lot 10, Friendly Creek Subdivision, Sublette County, Wyoming

208484

RECORDED September 12 1985 8:20 A.M.
BOOK 44 Mtg PAGE 388
Fee $8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClaine

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:

Released BK. 13 Rls. pg. 692

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 [redacted] note and all other obligations [redacted] or contingent, of any maker or [redacted] hereof to payee sh[redacted] and payable immediately without notice or demand.

[redacted] of breach of any covenant or ag[redacted] herein contain[redacted]hole of the then indebtedness secure[redacted]y, inclusive of principal, interest, ar[redacted] 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 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 7th day of August, 1985.

In the presence of— Randal Gordon

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 7th day of August 19 85, before me personally appeared Randal Gordon 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 7th day of August, A. D. 1985.

My commission expires
September 1. 1989

Notary Public.

Frontier Printing & Mailing Co.
—Cheyenne—

391

Released Bk. 45 Rel. Pg. 296

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Eldon E. Marx Jr. & Cora B. Marx, Husband and Wife,
herein designated as Mortgagor, of Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Twenty Thousand Five Hundred Twenty One & .20/100 Dollars ($20,521.20), with interest as evidenced by a promissory note dated August 30, 1985 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 59 installments of $331.08 each on the first day of each month, beginning on the ~~first~~ 30 day of September, 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 final installment on August 30, 1990 + balloon payment of $14,247.69 hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

NW¼SW¼NE¼, Section 29, T30N, R111W, excepting therefore that piece conveyed to the town of Marbleton, instrument recorded August 23, 1984, Book 25 deeds, Page 332, 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 of record.

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 Eldon E. Marx Jr., Cora B. Marx, and John Marx as evidenced by a Promissory Note of even date and like amount. This Mortgage shall remain in effect for all extensions and renewals hereafter.

208485

Recorded September 12 1985 8:00 A.M.
Book 44 Mtg Page 391
Fee $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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, repait 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 to payee shall become due and payable immediately without notice or demand.

of any installment thereof, or any part thereof, [illegible] 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 Cora B. Marx wife of the said Eldon E. Marx, Jr. 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 August , 1985.

In the presence of—

Eldon E. Marx, Jr.

Cora B. Marx

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 30th day of August 1985, before me personally appeared Eldon E. Marx, Jr. and Cora B. Marx 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 30th day of August , A. D. 1985.

My commission expires

Sept[redacted], 1989

Notary Public.

[redacted]

[redacted]

Frontier Printing [redacted] Cheyenne

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gary M. Rees and Jennifer J. Rees, Husband and Wife,
herein designated as Mortgagor, of Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Ninety Eight Thousand and no/100---------- Dollars ($ 98,000.00) with interest as evidenced by a promissory note dated September 3, 1985 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 59 installments of $ 1,581.08 each on the third day of each month, beginning on the October 3, 1985, 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 final installment on September 3, 1990 + one balloon payment-$67,300.43 hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lote Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12) of Block Thirty-Nine (39), Marbleton Townsite, Sublette County, Wyoming as the same appears of record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

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

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.

208486

FILED September 12 1985 8:00 AM
44 Mtg 394
8.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

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:

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 ris[redacted]ote and all other obligations, [redacted]r contingent, of any maker or e[redacted]ereof to payee [redacted]ome due and payable immedi[redacted]ely without notice or demand.

of any installment thereof, or any part thereof, or in case of breach of any [illegible] agreement herein contained, t[redacted] of the then indebtedness secured h[redacted]nclusive of principal, interest, arrear[redacted]und 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 Jennifer J. Rees wife of the said Gary M. Rees 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 September, 19 85

In the presence of—

Gary M. Rees

Jennifer J. Rees

THE STATE OF WYOMING
COUNTY OF Sublette } ss:

On this 3rd day of September 1985, before me personally appeared Gary M. Rees Jennifer J. Rees 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 informed of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notary seal, this 3rd day of September, A. D. 1985.

Betty J. Hobgood
Notary Public.

My commission expires
September 1, 1989

Frontier Printing & Mailing Co.
—Cheyenne—

396

Release BK 13 Pg 600

397

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Russell L. Imeson and Dawn Imeson, 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 ------TWENTY THREE THOUSAND NINE HUNDRED NINETY & 03/100-Dollars ($23,990.03), with interest as evidenced by a promissory note dated September 6, 1985 herewith to the order of

AMERICAN NATIONAL BANK OF AFTON
302 Washington, Afton, Wyoming 83110

, hereinafter designated Mortgagee, ~~principal and~~ interest payable in 12 monthly installments of $ 294.88 each on the 6th day of each month, beginning on the 6th day of October, 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 final (prin.) installment on 9/6/86
hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

N½ of Lot 4 (N½NW¼NW¼) of Section 3, T30N, R111W, 6th P.M., Sublette County, Wyoming.

208502

RECORDED September 13 1985 8:00A M
IN BOOK 44 Misc PAGE 397
FEES $ 5.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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-

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) have hereunto set their hand (s) this 6th day of September , 19 85

In the presence of--

Steven E Morton

Russell L Imeson

/s/ Russell L. Imeson

Dawn O Imeson

/s/ Dawn Imeson

STATE OF WYOMING }
COUNTY OF Lincoln } ss.

The foregoing instrument was ackowledged before me this 6th day of September , 19 85.

BY: Russell L. Imeson and Dawn O. Imeson.

Witness my hand and official seal.

Kathleen M. LeVasseur Notary Public
County of Lincoln State of Wyoming
My Commission Expires: Oct. 6, 1987

Kathleen M. LeVasseur
Notary Public

My Commission Expires: October 6, 1987

STATE OF WYOMING }
COUNTY OF) ss.

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

Witness my hand and official seal.

Notary Public

My Commission Expires:

Released
Book 15, Page 673.

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 10, 19 85. The mortgagor is Joel Martin Eskelsen and Joyce Ann Eskelsen, Husband and Wife aka Joel M. Eskelsen and aka Joyce A. Eskelsen ("Borrower"). This Security Instrument is given to First Security Bank of Rock Springs, which is organized and existing under the laws of Wyoming, and whose address is 1400 Dewar Drive Rock Springs, WY ("Lender"). Borrower owes Lender the principal sum of Sixty One Thousand One Hundred and No/100 s*** Dollars (U.S. $ 61,100.00). 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 September 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 Sublette County, Wyoming:

Lot 1, Little Piney Subdivision, Sublette County, Wyoming.

208534

RECORDED September 17 1985 8:00AM
IN BOOK 44 Mtg PAGE 400
FEES $10.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

which has the address of 17 Lodge Pole Lane [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.

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)]

☐ 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.

Joel Martin Eskelsen .....(Seal)
Joel Martin Eskelsen aka —Borrower
Joel M. Eskelsen

Joyce Ann Eskelsen .....(Seal)
Joyce Ann Eskelsen aka —Borrower
Joyce A. Eskelsen

[Space Below This Line For Acknowledgment]

STATE OF ..WYOMING.....
} SS:
COUNTY OF ..SWEETWATER.....

I, ...Donna M. Ngai....., a Notary Public in and for said county and state, do hereby certify that Joel Martin Eskelsen aka Joel M. Eskelsen & Joyce Ann Eskelsen aka Joyce A. Eskelsen, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be .....their..... free and voluntary act and deed and that (his, her, their)

.....they..... executed said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this .....10..... day of .....September....., 19..85..

My Commission Expires 8/8/87

.....(SEAL)
Notary Public

This instrument was prepared by.....

44771

MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

KNOW ALL MEN BY THESE PRESENTS, that B. J. Stovall and Frances Stovall, of 925 South Durbin, Casper, Natrona County, Wyoming, to secure the payment of the principal sum of Eight Hundred Sixty Thousand Seven Hundred Thirty-four Dollars ($860,734.00), with the interest at the per annum rate of 3% over prime as announced by First Interstate Bank of Californa, adjusted at the time of announcement as evidenced by a promissory note of even date herewith to the order of First Interstate Bank of Casper, N.A., 104 South Wolcott, Casper, Natrona County, Wyoming, a national banking corporation, hereinafter designated as Mortgagee, 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 Mortgagee, for the use and benefit of the Mortgagee, all the Mortgagor's right, title and interest, being an undivided 62.5% in accordance with that certain partnership agreement of B S & B Oil Co. dated October 24, 1984, 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 general intangibles, contract rights, 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), which lands are located in Sublette County, State of Wyoming, and are more particularly described on Exhibit "A" attached hereto, and made a part hereof by this reference. This Mortgage, Assignment of Production and Security Interest covers all renewals, amendments and extensions of the leases described in Exhibit "A", together with any properties or overriding royalties hereinafter acquired by B S & B Oil Co.

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 they are 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 lawful claims of all persons whomsoever. The Mortgagor further warrants and covenants that under the terms of that certain partnership agreement of B S & B Oil Co. dated October 24, 1984, they have acquired the consent of the other partners to that agreement to the mortgage of Mortgagor's undivided 62.5% interest in the above described lands.

To further secure the above described indebtedness, the Mortgagor hereby transfers, assigns, warrants and conveys to Mortgagee, effective as of the date hereof, 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 are accountable to the Mortgagee by virtue of the provisions of this article, are authorized and directed, upon written notice received from the Mortgagee, to treat and regard the Mortgagee as the assignee and transferree 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, upon written notification from Mortgagee as above described, shall be duly protected in so treating and regarding the Mortgagee, and shall be under no obligation to see to the application by the Mortgagee of any such proceeds or payments received by it.

All payments received by the Mortgagee pursuant to the paragraph immediately above shall be placed in a cash collateral account at the Mortgagee and on the first business day of each calendar month applied as follows:

208551

RECORDED September 17 1985 8:00 AM
IN BOOK 44 Mtg PAGE 404
FEES $12.00 Tracy York COUNTY CLERK
WYOMING
by Dorothy McCollum

404

Mtg Rlse Book 13, Page 116

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 indebtedness not evidenced by the promissory note;

SECOND: To the payment and satisfaction of the accrued interest on the note.

THIRD: To the payment of outstanding principal.

Nothing contained in this paragraph 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 paragraph are sufficient to pay the same, and the rights under this paragraph shall be in addition to all other security now or hereafter existing to secure the payment of the indebtedness.

Mortgagor further covenants and agrees that nothing shall be done on or in connection with the property described herein which may impair the Mortgagee's security pursuant to the terms of this Mortgage, Assignment of Production, Security Agreement and Financing Statement.

That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, and including principal and interest, 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 this Mortgage, Assignment of Production, Security Agreement and Financing Statement either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above described premises, at public vendue, for cash, according to the Wyoming Statutes or other pertinent statutes governing mortgage foreclosures, and caused 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 then to payment of the balance due, first paying the accrued interest, and the remainder to be applied to the principal balance. 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 to foreclose 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.

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.

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 give notice to all parties producing, purchasing or receiving any hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable, that said proceeds are to be assigned to Mortgagee, pursuant to the Assignment of Production provisions above during the foreclosure proceedings and the period of redemption, if any there be.

That the covenants herein contained shall bind, and the benefits and advantages shall enure 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, in the use of any genders shall include all genders.

IN WITNESS WHEREOF, the Mortgagors have set their hands and seals this 25 day of August, 1985.

B. J. Stovall

Frances Stovall

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by B J & Frances Stovall this 25 day of August, 1985.

WITNESS my hand and official seal.

Michele Simpson
Notary Public

My Commission Expires:

MICHELE SIMPSON - Notary Public
County of Natrona State of Wyoming
My Commission Expires Oct. 10, 1988

EXHIBIT "A"

Electrical Design List

Operation
Base Frame 0.00
Fiber Type
Fan Power 0.00000000

RISE Book 13, Page 122

409

RECORDED September 17 1985 8:04 AM
IN BOOK 44 Misc PAGE 409
FEES $12.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
208552 by Dorothy M. Stivie

MORTGAGE AND ASSIGNMENT OF PRODUCTION

PART I

Stovall Oil Company, and B. J. Stovall and Frances A. Stovall, Individually, First Interstate Bank Bldg., Suite 530, Casper, WY 82601 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 --Eight Hundred Sixty Thousand Seven Hundred Thirty-four and No/100 Dollars, ($860,734.00)-- 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 $25,400.00 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 interest 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 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 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 hereof, 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. August 25, 1985 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 interest 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 transferee 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 the, shall be fully protected in so treating and regarding Lender as such owner and assignee 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 25th day of each month hereafter during the term hereof and commencing September, 1985 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, expect to account for funds actually received.

PART III

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 25th day of August, 1985.

Stovall Oil Company

By: B.J. Stovall
B.J. Stovall

By: B.J. Stovall
B.J. Stovall, Individually

By: Frances A. Stovall
Frances A. Stovall, Individually

FIRST INTERSTATE BANK OF CASPER, N.A.

ATTEST:

By: Karen B. Sorenson
Karen B. Sorenson
Assistant Vice President

By: John A. Milliken
John A. Milliken
Vice President

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 25th day of August, 1985 by B.J. Stoval for Stovall Oil Company and B. J. Stovall and Frances A. Stovall.

MICHELE SIMPSON - Notary Public
County of [redacted] State of Wyoming
My Commission Expires Oct. 10, 1988

Witness my hand and official seal.

Michele Simpson
[redacted]ry Public

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

On this 25th day of August, 1985, 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 acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and official seal.

MICHELE SIMPSON - Notary Public
County of Natrona State of Wyoming
My Commission Expires Oct. 10, 1988

Michele Simpson
Notary Public

STOVALL OIL COMPANY
Tax I.D. No. 462-28-3568
B.J. Stovall and Frances A. Stovall
Exhibit "A"
August 25, 1985

Township 27, Range 111W
Sec. 17: SE
Sec. 21: NE, W2
Sec. 33: NWSW

Township 27N, Range 111W
Sec. 20: NE

Sublette County, Wyoming

208574

RECORDED September 18 1985 4:00 P.M.
IN BOOK 44 misc PAGE 414
FEES $ 12.00 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 10, 19 85 The mortgagor is Randall F. Tullis and Katherine A. Tullis, Husband and Wife ("Borrower"). This Security Instrument is given to First Security Bank of Rock Springs, which is organized and existing under the laws of Wyoming, and whose address is 1400 Dewar Drive Rock Springs, WY ("Lender"). Borrower owes Lender the principal sum of Forty Four Thousand and No/100's*** Dollars (U.S. $ 44,000.00). 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 September 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 Sublette County, Wyoming:

LOT 33, ALSADE FIRST SUBDIVISION, SUBLETTE COUNTY, WYOMING.

which has the address of 18 Osterhout Drive [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.

Released BK 18 Pg 125

414

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)]

[ ] Adjustable Rate Rider [ ] Condominium Rider [ ] 2-4 Family Rider

[ ] Graduated Payment Rider [ ] Planned Unit Development Rider

[X] Other(s) [specify] WCDA Rider

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.

Randall F. Tullis .....(Seal)
Randall F. Tullis —Borrower

Katherine A. Tullis .....(Seal)
Katherine A. Tullis —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING }
COUNTY OF SWEETWATER } SS:

I, Donna M. Ngai, a Notary Public in and for said county and state, do hereby certify that Randall F. Tullis and Katherine A. Tullis, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that (his, her, their)

they executed said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this 10 day of September, 19 85

My Commission Expires: 8/8/87

NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

(SEAL)
Notary Public

This instrument was prepared by .....

44771

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 10th day of September, 19 85.

Randall F Tullis
Signature

Katherine A Tullis
Signature

Randall F. Tullis
Printed

Katherine A. Tullis
Printed

MPP FORM # 209A
3/83

419

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

Randall F. Tullis and Katherine A. Tullis, Husband and Wife

and appears recorded in book 44 of mortgages, beginning on page 414 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 33, ALDADE FIRST SUBDIVISION, SUBLETTE COUNTY, WYOMING.

208575

RECORDED September 18 1985 4:00 PM
IN BOOK 44 Mtg PAGE 419
FEES $ 4.00 Lois A Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

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 10 day of September, 19 85.

By _____
Assistant Vice-President

Attest: _____
Title Assistant Vice-President

STATE OF WYOMING }
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by John Allan

this 10 day of September, 19 85.

Witness my hand and official seal.

My Commission expires: 8/8/87

_____
Notary Public

_____
Title of Officer

3/80

208600

RECORDED September 19 1985 2:00 PM
IN BOOK 44 Mtg PAGE 420
FEES $14.00 Paid Yak COUNTY CLERK
SUBLETTE, PINEDALE, WYOMING
by Dorothy McClure

[Space Above This Line For Recording Data]

LOAN NO 00003922

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 4, 1985. The mortgagor is ROBERT B. CARPENDER AND KAREN P. CARPENDER, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to WESTAMERICA MORTGAGE COMPANY, which is organized and existing under the laws of THE STATE OF COLORADO, and whose address is 7900 EAST UNION AVENUE, SUITE 500, DENVER, CO 80237 ("Lender"). Borrower owes Lender the principal sum of SEVENTY SIX THOUSAND AND NO 100 Dollars (U.S. $ 76,000.00). 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 OCTOBER 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 SUBLETTE County, Wyoming:

A TRACT OF LAND LOCATED IN THE NW1/4SE1/4 OF SECTION 34, T34N, R109W, 6TH P.M., SUBLETTE COUNTY, WYOMING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH-SOUTH MID-SECTION LINE, SAID POINT BEARS N00°02'W, A DISTANCE OF 1813.42 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE FROM SAID POINT OF BEGINNING, N00°08'49"W, A DISTANCE OF 184.37 FEET TO THE SOUTHWEST CORNER OF THE FAVAZZO SECOND SUBDIVISION; THENCE S89°38'05"E, ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION, A DISTANCE OF 351.89 FEET; THENCE S00°33'11"W, A DISTANCE OF 313.31 FEET; THENCE N69°22'07"W, A DISTANCE OF 372.26 FEET TO THE POINT OF BEGINNING.

which has the address of 18 HALF MOON 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.

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)]

- [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.

Robert B. Carpender (Seal)
ROBERT B. CARPENDER —Borrower

Karen P. Carpender (Seal)
KAREN P. CARPENDER —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING

COUNTY OF LARAMIE

The foregoing instrument was acknowledged before me this 09/04/85
(date)

by ROBERT B. CARPENDER AND KAREN P. CARPENDER, HUSBAND AND WIFE
(person acknowledging)

WITNESS my hand and official seal.

My Commission expires:

Don M. Smith Jr
Notary Public

DON M. SMITH, Jr. - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Aug. 12, 1986

[redacted] [redacted] LOAN [redacted]922-0075

ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 4TH day of SEPTEMBER, 19 85, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

18 HALF MOON STREET, PINEDALE, WYOMING 82941

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 9.625 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of OCTOBER, 19 86, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first 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 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) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 40/100 percentage points (2.40 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.625 % or less than 7.625 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 14.625 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and 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. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 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 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Robert B. Carpender (Seal)
ROBERT B. CARPENDER -Borrower

Karen P. Carpender (Seal)
KAREN P. CARPENDER -Borrower

MR 0[redacted]2:84 [redacted] [redacted]

MORTGAGE DEED

LARRY HEGG and HARVEY MOULTON, as tenants in common, mortgagors, of Sublette County, State of Wyoming, to secure the payment of Ninety-five Thousand and no/100 ($95,000.00) Dollars with interest from the 19th day of September, 1985, at the rate of 1⅛ above the Chase Manhattan Bank of New York prime rate, payable in full on the 19th day of December, 1985, evidenced by one promissory note of even date herewith, do hereby mortgage to CRAIG L. CRANDALL and MERLE JO CRANDALL, husband and wife, as tenants of an estate by the entireties with full right of survivorship, whose address is Pinedale, Wyoming, the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

> Lots 3, 4, 5, 6 and 7 in Block 2, Feltner Addition to the Town of Pinedale, Sublette county, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining and all fixtures as contained in the structures and buildings located thereon and as located on said property; SUBJECT TO reservations and restrictions of record; SUBJECT TO easements and rights of way of record or in use; SUBJECT TO reservations and restrictions in United States Patents and to prior mineral reservations.

Provided, however, that upon written request by the mortgagors and provided the mortgagors have paid the accrued interest monthly as required, 1985, the mortgagees agree to give mortgagors an additional extension of time to pay the principal, and the principal shall become due and payable in full on the 19th day of March, 1986, and the interest shall continue to be due and payable monthly as provided in said note.

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 $95,000.00 during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the rate of 18% per annum.

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

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

Dated this 19 day of September, 1985.

LARRY HEGG

HARVEY MOULTON

RECORDED September 19 1985 3:30 PM
IN BOOK 44 Mtg. PAGE 426
FEES $6.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Kenney, Deputy

208608

426 Released Bk 17 Rel pg 587 11/2/95

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Larry Hegg and Harvey Moulton this 19th day of September, 1985.

Witness my hand and official seal.

Edwin R. Adams
Notary Public

My Commission Expires: 7/28/88

Edwin R. Adams
County of
Sublette
My Commission Expires:

Notary Public
State of
Wyoming
July 28, 1988

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That DAVE PAVEL and THERESA PAVEL, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of FIFTEEN THOUSAND DOLLARS ($15,000), with interest from date hereof at the rate of SIX PER CENT (6%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in monthly installments of $200 each commencing on the 10th day of October, 1985, and continuing on the 10th day of each and every month thereafter succeeding until the entire principal sum and all interest have been fully paid, DO HEREBY MORTGAGE to EDITH MUSGROVE, mortgagee, whose mailing address is 1508 Ninth Street - Space 92, Rock Springs, Wyoming 82901, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land described as follows:

Beginning at the southwest corner of the West Half Southwest Quarter Northwest Quarter (W/2 SW/4 NW/4), Section 15, Township 32 North, Range 108 West of the 6th P.M., Wyoming,

thence generally north along west line of said section 672 feet to the point of beginning of this traverse,

thence generally east along a line parallel to the north line of said section 208 feet,

thence generally south along a line parallel to the west line of said section 104 feet,

thence generally west along a line parallel to the north line of said section 208 feet,

thence generally north along the west line of said section, a distance of 104 feet to the point of beginning,

being a portion of the W/2 SW/4 NW/4, Section 15, Township 32 North, Range 108 West of the 6th P.M., Wyoming,

208631

RECORDED September 23 1985 8:00 A M
IN BOOK 44 Misc PAGE 428
FEES $ 8.00 Fonda Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorcas Thy McKinney

Released - Bk 46 Pg. 386

being a tract of land 208 feet east and west and 104 feet north and south containing approximately 50/100 acre, more or less,

TOGETHER WITH all improvements, appurtenances, water, water rights, ditch and ditch rights, thereunto appertaining;

SUBJECT TO reservations and restrictions contained in United States patents;

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

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN TEN THOUSAND DOLLARS ($10,000) during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, her legal representatives or assigns may proceed, pursuant to law, to

foreclose on and sell said property, and out of the proceeds of such sale 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 September, 1985.

Dave Pavel
DAVE PAVEL

Theresa Pavel
THERESA PAVEL

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DAVE PAVEL and THERESA PAVEL, husband and wife, this 20th day of September, 1985.

Witness my hand and official seal.

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

My commission expires: 11/22/87

Faye Hammons
Notary Public

431 Rlsd. Lk 13 pg 307

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D & S Partners, a partnership composed of John I. Dolinar, Diane K. Dolinar, William H. Smith, Ann V. Smith herein designated as Mortgagor, of Green River, County of Sweetwater, State of Wyoming, to secure the payment of the principal sum of Three Hundred Thousand and no/100----------Dollars ($ 300,000.00 with interest as evidenced by a promissory note dated August 14, 1985 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 $300,000 + Int. each on the first day of each month, beginning on the first 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 final installment on December 31, 1985 . hereby mortgages to said Mortgagee the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lot 3, Gopher Ridge Industrial Park Subdivision, Sublette County, Wyoming.

This mortgage is given in consideration of that certain promissory note of even date and like amount and shall remain in effect for all extensions and renewals thereof.

Mortgagor expressly covenants that its obligation to the mortgagee shall not be assumed by any other party and that the mortgagor shall remain sole obligor until said obligation is fully paid.

208638

RECORDED: September 23 1985 9:00 AM
IN BOOK 44 Mtg PAGE 431
FEES $ 5.00 Louise Yake COUNTY CLERK
SUBLETTE CO[illegible], PINEDALE, WYOMING
by Dorothy McDaniel

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 to payee shall become due and payable immediately without notice or demand

of any installment of [illegible]

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 Diane K. Dolinar, & Ann V. Smith wife of the said John I. Dolinar, William H. Smith, respectively 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 August, 19 85

In the presence of—

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this day of August 19 85, before me personally appeared John I. Dolinar, Diane K. Dolinar, William H. Smith, Ann V. Smith to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as there free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notary seal, this day of August, A. D. 19 85.

(Seal)

My commission expires

Notary Public.

Frontier Printing Cheyenne

[redacted] [redacted] [redacted]

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 KAY L. PETERSON, a single person,

residing in Sublette County, Wyoming, whose post office address is P.O. BOX 1256 PINEDALE, Wyoming 82941, herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601 and

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
9/24/85	$48,000.00	10 5/8%	9/24/2018

208670

Date Offered for Record: September 24 1985 4:30PM
Book 44 Mtg PAGE 434
Fees 10.00 Lois J. Gale COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Cheney Deputy

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

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

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

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

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

County(ies) of SUBLETTE:

Lot 3, Block 1, Cooley 7th 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; and to prior mineral reservations of record.

rlsd. bk.27 pg.283 5/2/07

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 24th day of September, 19 85.

Kay L. Peterson

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Kay L. Peterson

, this 24th day of September, 19 85.

Witness my hand and official seal.

Edwin B. Adams Notary Public County of Sublette State of Wyoming My Commission Expires July 28, 1988

(SEAL)

Edwin B. Adams
Notary Public

My commission expires: July 28, 1988

GPO 838 - 892

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John D. Amos and Bobbie L. Amos, 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 One Hundred Two Thousand Five Hundred & no/100-- Dollars ($ 102,500.00) with interest as evidenced by a promissory note dated September 16, 1985 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 120 installments of $ 1,486.25 each on the 16th day of each month, beginning on the 16th day of October, 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 final installment on August 16, 1995*, hereby mortgages to said Mortgagee, the following described real estate situated in Sublette County, State of Wyoming, to wit:

East one half of the Northeast one quarter (E½ NE¼) of Section 18, T34N, R110W, of the 6th P.M., containing 80 acres, more or less, which parcels for identification purposes, is also known as Tract 86 and Tract 91 of CL Bar Ranches, an addition to Sublette County, Wyoming, as identified on the plat which was filed of record in the office of the Clerk of Sublette County on May 28, 1980, in Book 37 of Miscellaneous Records at Page 25; together with all improvements thereon, easements, and rights appertaining thereto, including all rights to water, ditches, canals and reservoirs which may be attached to said tract, routes of ingress and egress, whether of record or in use; SUBJECT, however, to restrictive covenants, easements established of record or in use, reservations and other matters of public record; hereby expressly reserving unto the grantors, their administrators, executors, heirs, successors and assigns all minerals of every kind and nature, including oil, gas and other hydrocarboneous substances, together with appurtenant rights of exploration, mining and production; hereby releasing and disclaiming any rights under and by virtue of the homestead exemption laws of the State of Wyoming.

208683

*The period this mortgage is effective is controlled by a loan agreement of even date by and between First Wyoming Bank, N.A.-Big Piney and John D. Amos, and Bobbie L. Amos.

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:

Released Book 15 @ Pg. 532.

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 however 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 sh[redacted]ange as in the opinion of the Mortgagee or other legal holder thereof, shall increase its credit ris[redacted]note and all other obligations, d[redacted]r contingent, of any maker or en[redacted]hereof to payee [redacted]come due and payable immedia[redacted]thout notice or demand.

of any install[redacted] contained, the whole of the then indebtedness secured her[redacted] usive of principal, interest, arrearag[redacted] nd 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 Bobbie L. Amos wife of the said John D. Amos 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 16th day of September, 1985

In the presence of

John D. Amos

Bobbie L. Amos

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 16th day of September 19 85, before me personally appeared John D. Amos and Bobbie L. Amos 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 16th day of September, A. D. 1985.

(Seal)

My commission expires

September 1, 1989

Notary Public.

Frontier Printing & Mailing Co
Cheyenne

441 Released Book 15, Page 676.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John D. Amos and Bobbie L. Amos, 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 One Hundred Two Thousand Five Hundred & no/100---Dollars ($ 102,500.)00 with interest as evidenced by a promissory note dated September 16, 198 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 $1,486.25 each on the 16 day of each month, beginning on the first 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 final installment on August 16, 1995 , hereby mortgages to said Mortgagee, the following described real estate situated in Sublette County, State of Wyoming, to wit:

Refer to Exhibit 1 attached hereto and incorporated herein by this reference.

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

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of Records of Sub lette 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 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 to payee shall become due and payable immediately without notice or demand.

of any installment thereof, or any part thereof, as herein provided, or of any covenant 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 Bobbie L. Amos wife of the said John D. Amos 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 16th day of September, 19 85

In the presence of:

(X) John D. Amos

(X) Bobbie L. Amos

THE STATE OF WYOMING)
ss:
COUNTY OF Sublette)

On this 16th day of September 1985, before me personally appeared John D. Amos Bobbie L. Amos 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 16th day of September, A. D. 19 85.

(Seal)

My commission expires

Sept[redacted], 1989

Notary Public.

[redacted]

[redacted]

EXHIBIT I

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 $102,500.00, 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 John D. Amos and Bobbie L. Amos to the Mortgagee 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. 197 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° 26' 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, September 1985, 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. 1985-03, issued by the county of Sublette Wyoming, for the period of July 1, 1985, to June 30, 1986, 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 John D. Amos and Bobbie L. Amos.

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.

John D. Amos

Bobbie L. Amos

SCHEDULE A

"List of Equipment, Furnishings and Fixtures, Elkhorn Bar and Grocery, Sublette County, Wyoming, September, 1985"

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
1 bottle washer

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)

JDA _____

BLA _____

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Rodney S. Bennett Jr., a married man, and Joe L. Meeks, a married man herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Twelve Thousand and no/100---------- Dollars ($12,000.00) with interest as evidenced by a promissory note dated September 16, 1985 herewith to the order of

First Wyoming Bank N.A.-Big Piney
140 Budd Avenue
Big Piney, WY 83113

, hereinafter designated Mortgagee, principal and interest payable in one installments of $ 12,000 + Int. XXXX

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 [redacted] note and all other obligations, [redacted] contingent, of any maker or e[redacted] hereof to payee [redacted] due and payable immedi[redacted] without notice or demand.

of any instal[redacted]reof, or any part thereof, or in [redacted] breach of any covenant or agree[redacted] in contained, the [redacted] of the then indebtedness secured her[redacted]clusive of principal, interest, arrea[redacted]nd 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 LaRue C. Bennett & Donna J. Meeks wife of the said Rodney S. Bennett & Joe L. Meeks 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 16th day of September, 1985.

In the presence of —

(s) Rodney S. Bennett

(s) LaRue C. Bennett

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 16th day of September 1985, before me personally appeared Rodney S. Bennett, Jr. Joe L. Meeks, LaRue C. Bennett, Donna J. Meeks 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 16th day of September, A. D. 1985.

NOTARY PUBLIC (Seal)
My commission expires
July 31, 1987

Notary Public.

Frontier Printing & Mailing Co.
—Cheyenne—

449

ASSIGNMENT OF MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the receipt of Ten Dollars ($10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, Greater Evanston Development d/b/a Western Wyoming CDC, Evanston, Wyoming, as Assignee, does hereby transfer, assign, set over and convey all its right, title and interest in and to a certain Mortgage Deed given to Greater Evanston Development Company d/b/a Western Wyoming CDC, Evanston, Wyoming, by H.M.S. Enterprises, a partnership composed of Charles and JoAnn Mahoney, husband and wife, Robert and Terrie Springman, husband and wife, and Lynda Houfek, an individual, all as partners, on July 19, 1985, recorded June 27, 1985, in Book 173, Page 764, Sublette County, Wyoming, records.

Said Mortgage Deed covers the following described property:

> The East one-half (1/2) of Lots Twenty-two (22), Twenty-three (23), Twenty-four (24), Block Forty-six (46), Marbleton Townsite, 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 to prior mineral reservations of record;

together with the Note secured thereby unto First Wyoming Bank, N.A.-Big Piney, Big Piney, Wyoming, 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, Greater Evanston Development Company d/b/a Western Wyoming CDC has caused this Assignment to be executed at Evanston, Wyoming, this 15th day of July, 1985.

ATTEST:

George L. Arnold
Secretary

GREATER EVANSTON DEVELOPMENT COMPANY
d/b/a WESTERN WYOMING CDC

Dennis J. Otley
President

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 15th day of July, 1985, by Dennis J. Otley, President, and George L. Arnold, Secretary, of GREATER EVANSTON DEVELOPMENT COMPANY d/b/a WESTERN WYOMING CDC, and to me known to be the persons described therein and who executed the foregoing instrument and who acknowledged to me that they executed the same as the free act and deed of said corporation.

Witness my hand and official seal.

Notary Public

My commission expires 2-1-89.

RECORDED IN BOOK 44 PAGE 449
FEES 4.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

208687

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

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

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That William Robert Tanner and Helen Tanner

herein designated as Mortgagor, of Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty Thousand and No/100---------- Dollars ($ 40,000.00), with interest at the rate of Fourteen per centum (14.00%) per annum as evidenced by a promissory note of even date herewith to the order of First Guaranty Savings and Loan Association, Gillette, Wyoming, a corporation organized and existing under the laws of Wyoming, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of One Thousand Three Hundred, Sixty-seven Dollars and 11/100----------Dollars ($ 1,367.11), commencing on the first day of , 1985, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of , hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 23, Marbleton Townsite, Sublette County, Wyoming

208700

RECORDED Sept 26 1985 3:20 P M
IN BOOK 44 Mtg PAGE 450
Dorothy McDaniel COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

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

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

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

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

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to first 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 here by shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

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

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

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

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

10. This mortgage is not assumable and is due in full upon sale of property.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) ha hereunto set hand(s) this day of 19

In the presence of

x _____
William Robert Tanner

x _____
Helen Tanner

THE STATE OF WYOMING }
} ss:
COUNTY OF

On this 11th day of June, 19 85, before me personally appeared

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

Given under my hand and seal, this 11th day of June, A.D. 19 85

My commission expires May 24, 1988

_____
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 931-786

453

WYOMING (Base 3/10/78)
Filed BK 17 Pg 702

TAB/FW
SHANNON GRACEY
CANTEY HANGER
LAW SNAKARD
CLIENT

BIG HORN COUNTY
SUBLETTE COUNTY

TENTH SUPPLEMENT
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT
AND
JOINDER AND RATIFICATION

THIS Tenth Supplement to Mortgage, Assignment of Production and Security Agreement ("Tenth Supplement") made and entered as of the 24th day of September, 1985, by and between **AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO**, a New Mexico corporation, and **AMERICAN QUASAR PETROLEUM CO.**, a Texas corporation, each with an address of 2500 Texas American Bank Building, Fort Worth, Texas 76102 (jointly referred to as "Mortgagor") and **TEXAS AMERICAN BANK/FORT WORTH, N.A.** (formerly The Fort Worth National Bank), a national banking association, said Bank acting in its capacity as Operating Agent under the Loan Agreement referred to below, having an office and place of business located at 500 Throckmorton Street, Fort Worth, Tarrant County, Texas, 76102 ("Mortgagee"), and joined herein by the various General Partnerships, hereinafter defined, and all of the general partners thereof for the purposes set out in the Joinder and Ratification appearing at the end of this document.

W I T N E S S E T H:

WHEREAS, AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO has heretofore executed and delivered a certain Mortgage, Assignment of Production and Security Agreement dated March 10, 1978 (the "Base Mortgage"); a certain First Supplement thereto dated May 31, 1978 (the "First Supplement"); a certain Second Supplement thereto dated December 15, 1978 (the "Second Supplement"); a certain Third Supplement thereto dated June 22, 1979 (the "Third Supplement"); a certain Fourth Supplement thereto dated September 12, 1980 (the "Fourth Supplement"); a certain Fifth Supplement thereto dated September 30, 1980 (the "Fifth Supplement"); a certain Sixth Supplement thereto dated June 8, 1981 (the "Sixth Supplement"); a certain Seventh Supplement thereto dated May 14, 1982, (the "Seventh Supplement"); a certain Eighth Supplement thereto dated April 15, 1983 (the "Eighth Supplement"); said Eighth Supplement having been amended by Amendment to Eighth Supplement thereto dated May 27, 1983 ("Amendment"); and a certain Ninth Supplement thereto dated December 12, 1984 (the "Ninth Supplement"), [the Base Mortgage, First through Ninth Supplements and Amendment being hereinafter collectively referred to as the "Original Mortgage"]; and

WHEREAS, said Original Mortgage covers and pertains to certain oil and gas properties and interests owned by Mortgagor in certain Counties in the State of Wyoming as described in EXHIBIT A attached hereto and made a part hereof for all purposes, a copy of which Original Mortgage has been furnished to Mortgagor, as security for indebtedness of Mortgagor to the Lenders, hereinafter defined, said Original Mortgage being recorded as described in EXHIBIT B attached hereto, reference to the Original Mortgage, the properties described therein and the said recording thereof being here made for all purposes; and

WHEREAS, the oil and gas properties which are presently mortgaged by virtue of the Original Mortgage are described in EXHIBIT A attached hereto and made a part hereof; and

* *

THIS DOCUMENT SHALL BE EFFECTIVE AS, AMONG OTHER THINGS, A SECURITY AGREEMENT AND FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE. COLLATERAL INCLUDES FIXTURES AND OIL AND GAS AND ACCOUNTS TO BE FINANCED AT THE WELLHEAD OF THE WELLS DESCRIBED IN EXHIBIT A.

THIS DOCUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDERS OF THE COUNTIES LISTED ON EXHIBIT A HERETO.

THE MORTGAGOR, AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH INTEREST IS DESCRIBED IN EXHIBIT A ATTACHED HERETO.

* * * * * * [redacted] * * * * * * [redacted] * * * * * * [redacted]

RECORDED [illegible] 27, 19 85 2:00 P.M.
IN BOOK 44 Mtg PAGE 453
FEES $03.25 Lorie J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

218727

WHEREAS, in accordance with that certain Loan Agreement of even date ("Loan Agreement") between Mortgagor as Borrowers and Mortgagee, First Interstate Bank of California, The Bank of New York, Bank of Montreal (Chicago Branch), Continental Illinois National Bank and Trust Company of Chicago, InterFirst Bank Fort Worth, N.A. and MBank Fort Worth, N.A. as Lenders (collectively the "Lenders"), certain notes and indebtedness described in the Original Mortgage have been renewed and extended, but not discharged or subject to novation, and additional funds may be advanced by Lenders to Mortgagor under the provisions of the Loan Agreement;

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR ($1.00) to Mortgagor in hand paid by Lenders, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Mortgagor does hereby GRANT, SELL, ASSIGN, TRANSFER, SET OVER, CONVEY, PLEDGE, MORTGAGE, RE MORTGAGE, GRANT A SECURITY INTEREST IN, and WARRANT unto Mortgagee, its successors and assigns, forever, with power of sale, the following:

(a) The interests in the oil and gas leases, interests in oil, gas and other minerals, and interests in real property which are described in EXHIBIT A attached hereto;

(b) Presently existing unitization and pooling agreements and 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 attributable to the interest of Mortgagor therein as described in EXHIBIT A and the proceeds thereof (subject to the provisions of ARTICLE VII, ASSIGNMENT OF RUNS of the Original Mortgage);

(d) Contracts now in effect or hereinafter entered into by Mortgagor, or the Mortgagor's predecessors in interest, for the sale, purchase, exchange or processing of hydrocarbons produced from lands described in EXHIBIT A attached hereto;

(e) All surface or subsurface machinery, equipment, facilities or other property of whatsoever kind or nature now or hereafter located on or affixed to any of the lands described in EXHIBIT A, which are useful for the production, treatment, storage or transportation of oil or gas (collectively referred to hereinafter as the "Operating Equipment"), including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering, treating and compression), water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and controllers, machine ships, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks and shipping facilities;

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 rights-of-way, franchises, easements, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all accounts, contract rights, general intangibles, all other rights, property and other things of value and incident thereto which Mortgagor may now or hereafter own or be entitled to relating to the lands described in EXHIBIT A or to any of the property rights or other interests referred to above;

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in anywise belonging unto the said Mortgagee and its assigns forever upon the terms set forth in the Original Mortgage as supplemented, and as herein further supplemented by this Tenth Supplement.

Mortgagor hereby covenants, warrants and represents that American Quasar Petroleum Co. of New Mexico is lawful owner and holder of, and has good and marketable title to the above described Mortgaged Property; that it has good right and authority to mortgage and convey the same; that said Mortgaged Property is free and clear of all liens and encumbrances, except the liens hereby created and except as may be set forth in EXHIBIT A, save and except for the liens in favor of Mortgagee; that the oil and gas leases described in EXHIBIT A are valid and subsisting; and that Mortgagor does hereby bind itself, its successors and assigns, to forever warrant and defend all and singular the interest of American Quasar Petroleum Co. of New Mexico in the above described Mortgaged Property unto the Mortgagee, its successors and assigns against the lawful claims and demands of every person whomsoever claiming or to claim the same or any part thereof.

2. The oil and gas properties and interests described in EXHIBIT A attached hereto have been and hereby are considered to be a part of the "Mortgaged Property" as defined in the Original Mortgage and are being re-mortgaged hereunder, and, as such, are subject to all the terms and conditions of the Original Mortgage as herein further supplemented. If any of the oil and gas properties described in EXHIBIT A heretofore have not been validly mortgaged, they are hereby mortgaged by this Tenth Supplement in accordance with the terms and conditions of the Original Mortgage as herein further supplemented.

3. Section 2.01 of ARTICLE II of the Original mortgage is hereby amended so that the term "Secured Indebtedness" means:

(a) The following described promissory notes (hereinafter collectively referred to as the "Promissory Note"):

(i) That certain promissory note of even date executed by Mortgagor in the principal sum of THIRTY-FIVE MILLION DOLLARS ($35,000,000.00), bearing interest as therein provided, payable to the order of Mortgagee as Operating Agent at its offices in Fort Worth, Texas, on or before June 30, 1986.

(ii) That certain promissory note of even date executed by American Quasar Petroleum Co. in the principal sum of NINE MILLION EIGHT HUNDRED NINETY-FIVE THOUSAND DOLLARS ($9,895,000.00), bearing interest as therein provided, payable to the order of Mortgagee as Operating Agent at its offices in Fort Worth, Texas, on or before June 30, 1986.

(b) Any and all other, further and additional indebtedness or obligations of Mortgagor to Lenders, their successors and assigns, upon which Mortgagor may now be or may hereafter become liable or indebted, either as principal, surety, guarantor, or in any other capacity, primary, secondary, directly or indirectly, and regardless of the manner in which such indebtedness or obligation is incurred.

(c) All future advances which may hereafter be made by Lenders at their sole option from time to time during a period of five (5) years from and after the date hereof; provided, however, that the aggregate principal indebtedness to be secured by this Mortgage, Assignment of Production and Security Agreement shall not at any time exceed the sum of $55,000,000.00, and the repayment of such future advances shall be secured hereby as though said future advances were part of the original indebtedness hereby secured.

(d) Any and all extensions and renewals of the above described indebtedness and obligations, or any part thereof, including principal and interest.

(e) All Secured Indebtedness, as that term is defined in the Loan Agreement, which includes, but is not limited to, the Promissory Note described in paragraph (a) above;

it being stipulated and agreed that the term "Mortgagor" as used in this paragraph 3. refers to both American Quasar Petroleum Co. and American Quasar Petroleum Co. of New Mexico.

4. Effective as of the date hereof, the Promissory Note described in paragraph 3.(a) above shall be and hereby is considered to be a part of the Secured Indebtedness secured by the Original Mortgage and is entitled to all the security and benefits thereof.

5. The Original Mortgage is amended so that wherever the term "Mortgagee" is used therein, it shall mean "Bank in its capacity as Operating Agent." The Original Mortgage is further amended so that the Assignment of Runs contained therein shall inure to the benefit of the Lenders and so that the Original Mortgage as amended hereby is subject to the terms of the Loan Agreement.

6. The Original Mortgage, except as amended hereby, is in all respects ratified and confirmed, and the Original mortgage and this Tenth Supplement shall be read, taken and construed as one and the same instrument. Neither the execution of this Tenth Supplement nor anything herein contained shall be construed to impair the liens of the Original Mortgage on any of the properties and interests subject thereto, and such liens are hereby renewed and extended and shall remain in full force and effect as security for all indebtedness now or hereafter outstanding under the Original Mortgage, as herein further supplemented.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year hereinabove written.

AMERICAN QUASAR PETROLEUM CO.

ATTEST:
Linda Hurst
Assistant Secretary

By
Dick Reames, Vice President

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

ATTEST:
Linda Hurst
Assistant Secretary

By
Jeffrey L. Stevens, Vice President

MORTGAGEE: TEXAS AMERICAN BANK/FORT WORTH, N.A.
As Operating Agent

ATTEST:
Assistant Cashier

By
Timothy L. Petrus, Vice President

J O I N D E R A N D R A T I F I C A T I O N

The Mortgaged Property consists of the interests owned by American Quasar Petroleum Co. of New Mexico ("AQPNM") as a general partner in the undersigned U. S. Quasar Partnerships (hereinafter referred to as the "General Partnerships") in certain oil and gas properties described in the Original Mortgage, AQPNM, in some instances, owning individual interests in said properties. The General Partnerships, each of the general partners of the General Partnerships and AQPNM, in some instances, as nominee of the General Partnerships and record title holder of the Mortgaged Property, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby join in the execution of and ratify and approve the execution by AQPNM of this Tenth Supplement and the Original Mortgage (this Tenth Supplement and the Original Mortgage is hereinafter referred to as the "Mortgage"); and the General Partnerships hereby covenant and agree with the Mortgagee and holder of the indebtedness secured by the Mortgage that in the instances where record title to the properties described in EXHIBIT A has been assigned to AQPNM as nominee for such General Partnerships that upon receipt of notice from the holder of such indebtedness that an event of default has occurred under the Mortgage, such General Partnerships shall, at the request of the holder of such indebtedness, execute (or cause to be executed), deliver and file of record in the appropriate county or counties or other jurisdiction wherein the properties of such General Partnerships covered by the Mortgage are situated an assignment in recordable form to all of the general partners of such General Partnerships of their specific undivided interest in the same properties of the General Partnerships covered by the Mortgage and that the interest so assigned to AQPNM shall be made expressly subject to the terms of the Mortgage. Provided, however, that nothing herein shall be construed as an undertaking by the General Partnerships, or any of the general partners thereof other than AQPNM, to assume or guarantee any indebtedness of AQPNM.

U. S. QUASAR PARTNERSHIP 1978-1
U. S. QUASAR PARTNERSHIP 1979-2
U. S. QUASAR PARTNERSHIP 1980-1
U. S. QUASAR PARTNERSHIP 1980-0
U. S. QUASAR PARTNERSHIP 1980-4
U. S. QUASAR PARTNERSHIP 1981-1
U. S. QUASAR PARTNERSHIP 1981-2

BY: AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO,
as Managing General Partner and Nominee

By _____
Jeffrey L. Stevens, Vice President

ATTEST:
_____
Assistant Secretary

BY: CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP
1978-1, as non-managing general partner of
U. S. Quasar Partnership 1978-1

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP
1979-2, as non-managing general partner of
U. S. Quasar Partnership 1979-2

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP
1980-1, as non-managing general partner of
U. S. Quasar Partnership 1980-1

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIPS
1980-2 and 1980-3, as non-managing general
partners of U. S. Quasar Partnership 1980-0

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP
1980-4, as non-managing general partner of
U. S. Quasar Partnership 1980-4

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP
1981-1, as non-managing general partner of
U. S. Quasar Partnership 1981-1

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP
1981-2, as non-managing general partner of
U. S. Quasar Partnership 1981-2

BY: AMERICAN QUASAR PETROLEUM CO.,
Managing General Partner

By _____
Dick Reames, Vice President

ATTEST:

_____
Assistant Secretary

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 24th day of September, 1985, by DICK REAMES, Vice President of AMERICAN QUASAR PETROLEUM CO., a Texas corporation, on behalf of said corporation, acting in the capacities therein stated.

R JANE SWAN, Notary Public
In and for the State of Texas
My Commission Expires 7-31 88

_____
Notary Public in and for the
State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 24th day of September, 1985, by JEFFREY L. STEVENS, Vice President of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, a New Mexico corporation, on behalf of said corporation, acting in the capacities therein stated.

R JANE SWAN, Notary Public
In and for the State of Texas
My Commission Expires 7 31 88

_____
Notary Public in and for the
State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 24th day of September, 1985, by TIMOTHY L. PETRUS, Vice President of TEXAS AMERICAN BANK/FORT WORTH, N.A., a national banking association, on behalf of said Bank, acting in the capacity therein stated.

KAREN C. MOORE, Notary Public
In and for State of Texas
My Commission Expires 7-20-89

_____
Notary Public in and for the
State of Texas

EXHIBIT A
TO
TENTH SUPPLEMENT
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT
BETWEEN
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
AND
AMERICAN QUASAR PETROLEUM CO.
MORTGAGOR
AND
TEXAS AMERICAN BANK/FORT WORTH, N.A., MORTGAGEE

* * * *

4. The Mortgaged Property is mortgaged subject to valid and presently subsisting easements and rights of way, either of record or on the ground and to valid and effective operating, gas purchase and other agreements affecting the Mortgaged Property.

5. Each reference to a lease in this EXHIBIT A shall be deemed a reference to said lease as said lease may have been amended and/or ratified by all amendments and/or ratifications heretofore executed, whether or not referred to herein.

AQPNM further ratifies and confirms the instruments described above as to all interests which have been mortgaged by it in its capacity as a general partner of the General Partnerships named above and declares that said mortgage is in all things binding on AQPNM and in full force and effect just as if AQPNM had originally mortgaged said interests solely in its individual corporate capacity and hereby mortgages all of its interest in said properties all in accordance with the terms of the Original Mortgage.

DOBIE CREEK PROSPECT - DOBIE CREEK FEDERAL #11-1 - BIG HORN COUNTY, WYOMING

The following described oil and gas leases, together with any additional oil and gas leases which Mortgagor may now own or hereafter acquire, any rights or interests of Mortgagor under any operating, communitization, pooling or similar agreements, whether now existing or hereafter acquired and any right or interest now owned or hereafter acquired by Mortgagor pursuant to any forced pooling or similar order; INSOFAR, BUT ONLY INSOFAR as the same cover the following described lands or any portion thereof:

T49N, R94W, 6th P.M., Big Horn County, Wyoming:

Section 11: SE/4 SE/4;
Section 12: SW/4 NW/4, SW/4;
Section 13: NW/4 NW/4;
Section 14: N/2 NE/4, SE/4 NE/4;
Section 11: S/2 NE/4, N/2 SE/4, SW/4 SE/4, SE/4 SW/4

1. Lease dated August 1, 1968, between U.S.A. (W-14076) as Lessor, and Annamarie Duncan as Lessee, recorded in Book 331, Page 448, Lease Records of Big Horn County, covering SE/4 SE/4 of SECTION 11; NW/4, S/2 of SECTION 12; N/2 of SECTION 13; N/2 of SECTION 14; N/2 of SECTION 15, T29N, R94W, 6th P.M.

2. Lease dated February 1, 1972, between U.S.A. (W-32988) as Lessor, and S. J. Tucker as Lessee, recorded in Book 331, Page 370, Lease Records of Big Horn County, covering all of SECTIONS 9 and 10; N/2, SW/4, N/2 SE/4, SW/4 SE/4 of SECTION 11; E/2, NW/4 of SECTION 17, T49N, R94W, 6th P.M.

Leasehold Interest of U. S. Quasar Partnership 1978-1	Net Interest in Production of U. S. Quasar Partnership 1978-1
.25	.203125

EXHIBIT A TO TENTH SUPPLEMENT TO MORTGAGE

DOBIE CREEK FEDERAL #11-1
BIG HORN COUNTY, WYOMING

[redacted] [redacted] [redacted]

DOBIE CREEK PROSPECT - DOBIE CREEK FEDERAL #13-1 - BIG HORN COUNTY, WYOMING

The following described oil and gas leases, together with any additional oil and gas leases which Mortgagor may now own or hereafter acquire, any rights or interests of Mortgagor under any operating, communitization, pooling or similar agreements, whether now existing or hereafter acquired and any right or interest now owned or hereafter acquired by Mortgagor pursuant to any forced pooling or similar order; INSOFAR, BUT ONLY INSOFAR as the same cover the following described lands or any portion thereof:

T49N, R94W, 6th P.M., Big Horn County, Wyoming:

Section 13:	All, except N/2 NW/4.
Section 14	NE/4 SE/4
Section 12:	SW/4 SE/4
Section 24:	N/2 NE/4, NE/4 NW/4

1. Lease dated August 1, 1968, between U.S.A. (W-14076) as Lessor, and Annamarie Duncan as Lessee, recorded in Book 331, Page 448, Lease Records of Big Horn County, covering SE/4 SE/4 of SECTION 11; NW/4, S/2 of SECTION 12; N/2 of SECTION 13; N/2 of SECTION 14; N/2 of SECTION 15, T29N, R94W, 6th P.M.

2. Lease dated September 1, 1972, between U.S.A. (W-34887) as Lessor, and Nancy R. Long as Lessee, unrecorded, covering S/2 of SECTION 13; N/2 N/2 of SECTION 24, T49N, R94W, 6th P.M.

3. Lease dated February 1, 1972, between U.S.A. (W-43193) as Lessor, and John G. Andrikopoulos as Lessee, recorded in Book 356, Page 651, Lease Records of Big Horn County, covering NE/4 SE/4, S/2 SE/4 of SECTION 14, T49N, R94W, 6th P.M.

	Leasehold Interest of U. S. Quasar Partnership 1978-1	Net Interest in Production of U. S. Quasar Partnership 1978-1
Before Payout	.2467105	.198603
After Payout	.1752943	.145678

EXHIBIT A TO TENTH SUPPLEMENT TO MORTGAGE

DOBIE CREEK FEDERAL #13-1
BIG HORN COUNTY, WYOMING

DOBIE CREEK BLOCK - WY041 - DOBIE CREEK UNIT - BIG HORN COUNTY, WYOMING

All of Mortgagor's interest now or hereafter owned in the Dobie Creek Unit, Big Horn County, Wyoming and in all oil and gas leases which comprise said Unit, said Unit being fully described in that certain Unit Agreement dated March 23, 1978, executed by American Quasar Petroleum Co. of New Mexico; said Unit being fully approved by the U. S. Department of the Interior - Bureau of Land Management, Worland District Office on June 5, 1984; the Unit consisting of oil and gas leases covering the following described lands situated in Big Horn County, Wyoming:

			Recording Data Big Horn County, Wyoming
Township 49 North, Range 93 West, 6th P.M.			
WY041-2	W 13049	Section 7: SE1/4SW1/4 containing 40.00 acres, more or less.	Bk 396 Pg 511
WY041-22	W 25254	Section 17: SW1/4NW1/4, NW1/4SW1/4 containing 80.00 acres, more or less.	Bk 396 Pg 509
	W 33452	Section 7: Lot 4 containing 39.35 acres, more or less.	
	W 34873	Section 17: NE1/4SW1/4, SW1/4SE1/4 containing 80.00 acres, more or less.	
	W 34874	Section 17: SW1/4SW1/4 Section 20: W1/2W1/2 containing 200.00 acres, more or less.	
	W 49254	Section 18: NE1/4NE1/4 containing 40.00 acres, more or less.	
	W 51975	Section 18: Lots 1, 2, NW1/4NE1/4, S1/2NE1/4, E1/2NW1/4 containing 278.92 acres, more or less.	
	W 52317	Section 20: NE1/4, E1/2NW1/4 containing 240.00 acres, more or less.	
	W 60676	Section 20: NE1/4SE1/4 containing 40.00 acres, more or less.	
Township 49 North, Range 94 West, 6th P.M.			
WY041-6	W 14076	Section 11: SE1/4SE1/4 Section 12: SW1/4NW1/4, SW1/4, SW1/4SE1/4, N1/2SE1/4, SE1/4SE1/4 Section 13: N1/2 Section 14: NE1/4, NE1/4NW1/4 containing 920.00 acres, more or less.	
WY041-1	W 32988	Section 10: E1/2NE1/4, NE1/4SE1/4 Section 11: W1/2, W1/2E1/2, NE1/4SE1/4, SE1/4NE1/4 containing 680.00 acres, more or less.	
WY041-23	W 34887	Section 13: S1/2 Section 24: N1/2NE1/4, NE1/4NW1/4 containing 440.00 acres, more or less.	
WY041-20	W 40925	Section 2: SE1/4SW1/4 containing 40.00 acres, more or less.	
WY041-7	W 43193	Section 14: NE1/4SE1/4 containing 40.00 acres, more or less.	

DOBIE CREEK BLOCK - WY041 - DOBIE CREEK UNIT - BIG HORN COUNTY, WYOMING (Cont'd)

Leasehold Interest of U. S. Quasar Partnership 1978-1	Net Interest in Production of U. S. Quasar Partnership 1978-1
.158315	.128631

EXHIBIT A TO TENTH SUPPLEMENT TO MORTGAGE

DOBIE CREEK UNIT
BIG HORN COUNTY, WYOMING
Page 2 of 2

RILEY RIDGE UNIT - SUBLETTE COUNTY, WYOMING

All of Mortgagor's interest now or hereafter owned in the Riley Ridge Unit and in oil and gas leases comprising said Unit, said Unit being described in Agreement dated December 23, 1981, approved by Bureau of Land Management on February 27, 1982, bearing Unit Designation No. 14-08-0001-20361, said Unit consisting of 16, 018.22 acres, more or less, comprised of:

All of Sections 3-10, 15-18, 20-24, 26-28, and W/2, W/2 NE/4 of Section 25, T29N, R114W, 6th P.M., Sublette County, Wyoming; and

All of Sections 1, 2, 12-13, and all of Section 11, except the W/2 W/2 of Section 11, T29N, R115W, Sublette County Wyoming.

Mortgagor's interest in the 12-43, 8-24, 17-34 and 10-14 wells located in the Riley Ridge Unit and the leases on which said wells are located are described in another portion of this Exhibit.

The leases in which Mortgagor has an interest in and which are included in the Riley Ridge Unit, as well as Mortgagor's record leasehold interest in such leases are described as follows. (It is not Mortgagor's intent to mortgage any beneficial interest in the hereafter described leases which may be owned by any Can-Am Drilling Programs Limited Partnership and in most of the leases shown below, Mortgagor owns forty-five percent (45%) of the leasehold interest shown.)

1. WY-047-1 Lease dated April 1, 1979, between U.S.A. (WY67196) as Lessor, and Gus Carras as Lessee, covering all of SECTIONS 1 and 2; and E/2, E/2 W/2 of SECTION 11, T29N, R115W. (27.78% leasehold interest)

2. WY047-4 Lease dated April 1, 1973, between U.S.A. (WY38887) as Lessor, and Howell Spear as Lessee, covering Lot 4, S/2 NE/4, SW/4 NW/4, S/2 of SECTION 4; and Lots 1, 2, 3, S/2 N/2, S/2 of SECTION 5, T29N, R114W, 6th P.M. (12.50% leasehold interest)

3. WY047-6 Lease dated March 1, 1975, between U.S.A. [WY78476 (formerly W-49322] as Lessor, and Pete J. Kithas as Lessee, covering N/2 of SECTION 9, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

4. WY047-10 Lease dated August 1, 1977, between U.S.A. (WY59398) as Lessor, and Fred D. Volz as Lessee, covering the NE/4 of SECTION 18; and all of SECTION 20, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

5. WY047-11 Lease dated April 1, 1976, between U.S.A. (WY60620) as Lessor, and Estelle C. Haefele as Lessee, covering Lot 4 of SECTION 5; Lots 1, 2, S/2 NE/4, SE/4 of SECTION 6; E/2 of SECTION 7; SE/4 of SECTION 18; SE/4 SE/4 of SECTION 9; and S/2, N/2 of SECTION 17, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

6. WY047-12 Lease dated April 1, 1976, between U.S.A. (WY60621) as Lessor, and Patricia R. Pfenning as Lessee, covering all of SECTIONS 21 and 28, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

7. WY047-13 Lease dated May 2, 1976, between the State of Wyoming-76-0342 as Lessor, and Chinook Roustabout Service, Inc. as Lessee, covering all of SECTION 16, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

8. WY047-29 Lease dated April 1, 1976, between U.S.A. (WY-54163) as Lessor, and Bert L. Stovall as Lessee, covering the E/2 of SECTION 23, T29N, R114W, 6th P.M. (33.333% leasehold interest)

9. WY047-30 Lease dated November 1, 1978, between U.S.A. (WY62803) as Lessor, and Gary L. Wise as Lessee, covering Lots 3-7, SE/4 NW/4, E/2 SW/4 of SECTION 6; Lot 1, E/2 NW/4, SE/4 SW/4, Lots 2, 3, 4, NE/4 SW/4 of SECTION 7; Lots 1-4, E/2 W/2 of SECTION 18; and E/2, E/2 NW/4, SW/4 NW/4, SW/4 of SECTION 26, T29N, R114W, 6th P.M. (33.333% leasehold interest)

[redacted] [redacted] [redacted]

RILEY RIDGE UNIT - SUBLETTE COUNTY, WYOMING (Cont'd)

10. WY047-34 Lease dated June 1, 1974, between U.S.A. (WY78475) as Lessor, and Joanne Pritchett as Lessee, covering the E/2 of SECTION 15; and N/2, SE/4 SW/4 of SECTION 10, T29N, R114W, 6th P.M. (25.00% leasehold interest)

There is also mortgaged hereby all Mortgagor's interest in the following surface leases affecting or pertaining to the Riley Ridge Unit, each lease covering a portion of the captioned land:

1. WY047-5 Lease dated May 1, 1981, between the State of Wyoming-SU-219 as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, covering a portion of the captioned land.

2. WY047-21 Lease dated November 16, 1981, between Budd & Sons Land Company as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, covering a portion of the captioned land.

3. WY047-23 Lease dated November 15, 1981, between Flying W. Land & Livestock Co. as Lessor, and American Quasar Petroleum Co. as Lessee, covering a portion of the captioned land.

NORTH RILEY RIDGE (PINEY CREEK) UNIT - SUBLETTE COUNTY, WYOMING

All Mortgagor's interest now or hereafter owned, the North Riley Ridge Unit and in all leases comprising said Unit, said Unit being described in Agreement approved by the Bureau of Land Management on October 4, 1982, bearing Unit Designation No. 14-08-0001-20982. Said Unit is comprised of all of Sections 13-15, 21-28 and 33-36, T31N, R114W, 6th P.M., Sublette County, Wyoming.

It is not Mortgagor's intent to mortgage any beneficial interest which any Can-Am Drilling Programs Limited Partnership may have in such Unit.

The lease in which Mortgagor presently owns an interest which is included in the above-captioned Unit and Mortgagor's intent therein is described as follows:

WY047-15 Lease dated December 14, 1981, between the State of Wyoming 82-0032 as Lessor, and Ralph A. DeSimone as Lessee, covering the W/2 of SECTION 36, T31N, R114W, 6th P.M. (Mortgagor has record title to a 33.333% interest in such lease and owns 45% of such interest)

RILEY RIDGE BLOCK #947 - RILEY RIDGE FEDERAL #8-24 - SUBLETTE COUNTY, WYOMING

The following described oil and gas lease, together with any additional oil and gas leases which Mortgagor may now own or hereafter acquire, any rights or interest of Mortgagor under any operating, communitization, pooling or similar agreements, whether now existing or hereafter acquired, and any right or interest now owned or hereafter acquired by Mortgagor pursuant to any forced pooling or similar order; insofar, but only insofar, as the same cover the following described lands or any portion thereof:

All of Section 8, T29N, R114W, Sublette County, Wyoming, containing 640 acres, more or less.

1. Lease dated April 1, 1975, between the United States of America (W-49634) as Lessor, and John A. Yates as Lessee, covering the captioned land.

	Leasehold Interest of U. S. Quasar Partnership 1979-2	Interest in Production of U. S. Quasar Partnership 1979-2
Before Payout	.4916667	.3748958
After Payout	.2941667	.2426875

There is specifically mortgaged hereunder all Mortgagor's interest in the Riley Ridge Unit attributable to the above described lease.

EXHIBIT A TO TENTH SUPPLEMENT TO MORTGAGE

RILEY RIDGE FEDERAL #8-24
SUBLETTE COUNTY, WYOMING

[redacted] [redacted] [redacted]

RILEY RIDGE BLOCK #947 - RILEY RIDGE FEDERAL #10-14 - SUBLETTE COUNTY, WYOMING

The following described oil and gas lease, together with any additional oil and gas leases which Mortgagor may now own or hereafter acquire, any rights or interest of Mortgagor under any operating, communitization, pooling or similar agreements, whether now existing or hereafter acquired, and any right or interest now owned or hereafter acquired by Mortgagor pursuant to any forced pooling or similar order; insofar, but only insofar, as the same cover the following described lands or any portion thereof:

All of Section 10, T29N, R114W, Sublette County, Wyoming, containing 640 acres, more or less.

1. Lease dated June 1, 1974, between the United States of America (WY-78475) as Lessor, and Joanne Pritchett as Lessee, covering the captioned land.

	Leasehold Interest of U. S. Quasar Partnership 1979-2	Interest in Production of U. S. Quasar Partnership 1979-2
Before Payout	0	0
After Payout	0	.006445

	Leasehold Interest of U. S. Quasar Partnership 1980-1	Interest in Production of U. S. Quasar Partnership 1980-1
Before Payout	.10	.0775
After Payout	.05	.039961

	Leasehold Interest of U. S. Quasar Partnership 1980-2	Interest in Production of U. S. Quasar Partnership 1980-2
Before Payout	.20	.155
After Payout	.10	.079922

	Leasehold Interest of U. S. Quasar Partnership 1980-3	Interest in Production of U. S. Quasar Partnership 1980-3
Before Payout	.05	.03875
After Payout	.025	.019981

	Leasehold Interest of U. S. Quasar Partnership 1980-4	Interest in Production of U. S. Quasar Partnership 1980-4
Before Payout	.15	.11625
After Payout	.075	.059941

There is specifically mortgaged hereunder all Mortgagor's interest in the Riley Ridge Unit attributable to the above described lease.

RILEY RIDGE BLOCK #947 - RILEY RIDGE FEDERAL #12-43 - SUBLETTE COUNTY, WYOMING

The following described oil and gas lease, together with any additional oil and gas leases which Mortgagor may now own or hereafter acquire, any rights or interest of Mortgagor under any operating, communitization, pooling or similar agreements, whether now existing or hereafter acquired, and any right or interest now owned or hereafter acquired by Mortgagor pursuant to any forced pooling or similar order; insofar, but only insofar, as the same cover the following described lands or any portion thereof:

All of Section 12, T29N, R115W, Sublette County, Wyoming, containing 640 acres, more or less.

1. Lease dated December 1, 1975, between the United States of America (W-52404) as Lessor, and Edward C. Reinover as Lessee, covering the captioned land.

	Leasehold Interest of U. S. Quasar Partnership 1979-2	Interest in Production of U. S. Quasar Partnership 1979-2
Before Payout	0	0
After Payout	0	.009023

	Leasehold Interest of U. S. Quasar Partnership 1981-2	Interest in Ptoduction of U. S. Quasar Partnership 1981-2
Before Payout	.50	.38125
After Payout	.35	.279727

There is specifically mortgaged hereunder all Mortgagor's interest in the Riley Ridge Unit attributable to the above described lease.

EXHIBIT A TO TENTH SUPPLEMENT TO MORTGAGE

RILEY RIDGE FEDERAL #12-43
SUBLETTE COUNTY, WYOMING

[redacted] [redacted] [redacted]

RILEY RIDGE BLOCK #947 - RILEY RIDGE FEDERAL #17-34 - SUBLETTE COUNTY, WYOMING

The following described oil and gas lease, together with any additional oil and gas leases which Mortgagor may now own or hereafter acquire, any rights or interest of Mortgagor under any operating, communitization, pooling or similar agreements, whether now existing or hereafter acquired, and any right or interest now owned or hereafter acquired by Mortgagor pursuant to any forced pooling or similar order; insofar, but only insofar, as the same cover the following described lands or any portion thereof:

All of Section 17, T29N, R114W, Sublette County, Wyoming, containing 640 acres, more or less.

1. Lease dated April 1, 1976, between the United States of America (W-60620) as Lessor, and Estelle C. Haefele as Lessee, covering the captioned land.

	Leasehold Interest of U. S. Quasar Partnership 1979-2	Interest in Production of U. S. Quasar Partnership 1979-2
Before Payout	0	0
After Payout	0	.010149

	Leasehold Interest of U. S. Quasar Partnership 1981-1	Interest in Production of U. S. Quasar Partnership 1981-1
Before Payout	.629019	.4915483
After Payout	.3936761	.314634

There is specifically mortgaged hereunder all Mortgagor's interest in the Riley Ridge Unit attributable to the above described lease.

EXHIBIT A TO TENTH SUPPLEMENT TO MORTGAGE

RILEY RIDGE FEDERAL #17-34
SUBLETTE COUNTY, WYOMING

RILEY RIDGE BLOCK #047 - RILEY RIDGE #33-24 - SUBLETTE COUNTY, WYOMING

The following described oil and gas lease, together with any additional oil and gas leases which Mortgagor may now own or hereafter acquire, any rights or interest of Mortgagor under any operating, communitization, pooling or similar agreements, whether now existing or hereafter acquired, and any right or interest now owned or hereafter acquired by Mortgagor pursuant to any forced pooling or similar order; insofar, but only insofar, as the same cover the following described lands or any portion thereof:

All of Section 33, T30N, R114W, Sublette County, Wyoming, containing 640 acres, more or less.

1. WY047-27 Lease dated October 1, 1972, between the United States of America (WY-36438) as Lessor, and Devereux Milburn, Jr. as Lessee, recorded in Book 64, Page 168, Records, Sublette County, Wyoming, covering the captioned land.

Surface Leases:

WY047-21 Lease dated November 16, 1981, between Budd & Sons Land Company as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, covering the captioned land.

WY047-22 Lease dated November 23, 1981, between Joseph Koshland Trust as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, covering the captioned land.

WY047-24 Lease dated November 5, 1981, between James Luce as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, covering the captioned land.

	Leasehold Interest of U. S. Quasar Partnership 1979-2	Interest in Production of U. S. Quasar Partnership 1979-2
Before Payout	0	0
After Payout	0	.007248

	Leasehold Interest of U. S. Quasar Partnership 1981-3	Interest in Production of U. S. Quasar Partnership 1981-3
Before Payout	.55556	.429167
After Payout	.277778	.224697

LEASES OUTSIDE RILEY RIDGE UNIT - SUBLETTE COUNTY, WYOMING

All of Mortgagor's interest now or hereafter owned in the following oil and gas leases covering lands situated in Sublette County, Wyoming.

1. WY047-3A Lease dated April 16, 1981, between Charles R. Springman as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, recorded in Book 61, Page 562, Records, Sublette County, Wyoming, covering the SW/4 of SECTION 15; E/2 NE/4 of SECTION 21; NW/4, W/2 NE/4, SE/4 NE/4 of SECTION 22; and NW/4, W/2 NE/4, SE/4 NE/4, N/2 S/2 of SECTION 23, T30N, R114W. (100% leasehold interest)

2. WY047-3B Lease dated April 16, 1981, between Virginia L. Springman as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, recorded in Book 61, Page 558, Records, Sublette County, Wyoming, covering the SW/4 of SECTION 15; E/2 NE/4 of SECTION 21; NW/4, W/2 NE/4, SE/4 NE/4 of SECTION 22; and NW/4, W/2 NE/4, SE/4 NE/4, N/2 S/2 of SECTION 23, T30N, R114W. (100% leasehold interest)

3. WY047-3C Lease dated April 16, 1981, between Fern S. Hasting as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, recorded in Book 61, Page 570, Records, Sublette County, Wyoming, covering SW/4 of SECTION 15; E/2 NE/4 of SECTION 21; NW/4, W/2 NE/4, SE/4 NE/4 of SECTION 22; and NW/4, W/2 NE/4, SE/4 NE/4, N/2 S/2 of SECTION 23, T30N, R114W. (100% leasehold interest)

4. WY047-3D Lease dated April 16, 1981, between Frank J. Springman as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, recorded in Book 61, Page 566, Records, Sublette County, Wyoming, covering SW/4 of SECTION 15, E/2 NE/4 of SECTION 21; NW/4, W/2 NE/4, SE/4 NE/4 of SECTION 22; and NW/4, W/2 NE/4, SE/4 NE/4, N/2 S/2 of SECTION 23, T30N, R114W. (100% leasehold interest)

5. WY047-8 Lease dated April 1, 1976, between U.S.A. (WY54161) as Lessor, and Estelle C. Haefele as Lessee, recorded in Book 54, Page 549, Records, Sublette County, Wyoming, covering E/2 of SECTION 19, to the base of the Dakota, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

6. WY047-9 Lease dated April 1, 1976, between U.S.A. (WY54162) as Lessor, and Patricia R. Pfenning as Lessee, recorded in Book 54, Page 421, Records, Sublette County, Wyoming, covering NE/4 of SECTION 29, to the base of the Dakota, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

7. WY047-14 Lease dated December 1, 1976, between U.S.A. (WY56739) as Lessor, and Judy P. Clifton as Lessee, recorded in Book 58, Page 466, Records, Sublette County, Wyoming, covering Lots 1, 2, 3 and 4, W/2 E/2 of SECTION 31; and all of SECTION 32, T30N, R114W, 6th P.M. (34.7542% leasehold interest)

8. WY047-16 Lease dated March 1, 1982, between U.S.A. (WY74330) as Lessor, and Nancy S. Hanagan as Lessee, covering Lots 3, 4, S/2 NW/4, SW/4 of SECTION 3, T30N, R115W, 6th P.M. (33.333% leasehold interest)

9. WY047-19 Lease dated January 1, 1980, between U.S.A. (WY69884) as Lessor, and Art Dana as Lessee, covering Lots 8-9, 12-13, E/2 SW/4 of SECTION 6; Lots 5-8, E/2, E/2 W/2 of SECTION 7, T28N, R115W, 6th P.M.; and Lots 5-6, S/2 NE/4, SE/4 of SECTION 1, T28N, R116W, 6th P.M. (33.333% leasehold interest)

10. WY047-20A Lease dated April 16, 1982, between Jennie B. Jordan et al as Lessors, and American Quasar Petroleum Co. of New Mexico as Lessee, covering the NE/4 NE/4 of SECTION 23; W/2 NW/4, SE/4 NW/4, S/2 of SECTION 24, T30N, R114W. (100% leasehold interest)

11. WY047-25 Lease dated October 1, 1982, between U.S.A. (WY79178) as Lessor, and P. R. Polak as Lessee, covering all of SECTIONS 9 and 10, to the base of the Dakota, T29N, R115W, 6th P.M. (100% leasehold interest)

LEASES OUTSIDE RILEY RIDGE UNIT - SUBLETTE COUNTY, WYOMING (Cont'd)

12. WY047-26 Lease dated October 1, 1981, between U.S.A. (WY72878) as Lessor, and O. Woodard Eklund as Lessee, recorded in Book 63, Page 136, Records, Sublette County, Wyoming, covering all of SECTIONS 16, 20, 21, 29 and 33, T30N, R115W, 6th P.M. (33.333% leasehold interest)

13. WY047-31 Lease dated January 1, 1980, between U.S.A. (WY69874) as Lessor, and J. T. Lykes, Jr. as Lessee, covering Lots 1-4, E/2 SW/4, NE/4 SE/4, S/2 SE/4 of SECTION 19; NW/4, NW/4 SE/4 of SECTION 20; N/2 of SECTION 28; all of SECTION 29; N/2 NE/4, SW/4 NE/4, SE/4 of SECTION 30; and E/2 E/2 of SECTION 31, T30N, R114W, 6th P.M. (33.333% leasehold interest)

14. WY047-32 Lease dated January 1, 1980, between U.S.A. (WY69890) as Lessor, and Jim A. Wilkinson, et al as Lessee, covering the NW/4, N/2 SE/4 of SECTION 14; W/2 of SECTION 22; W/2 of SECTION 27; all of SECTION 34; and Lots 1-4, W/2 E/2, W/2 of SECTION 36, T30N, R115W, 6th P.M. (31.25% leasehold interest)

15. WY047-17 Lease dated April 1, 1979, between U.S.A. (WY80232) as Lessor, and Gus Carras as Lessee, covering segregated S/2, NE/4, E/2 NW/4 of SECTION 14, to the base of the Dakota, T29N, R115W, 6th P.M. (27.78% leasehold interest)

There is also mortgaged hereby all of Mortgagor's interest in the following surfaces leases:

1. WY047-22 Lease dated November 23, 1981, between Joseph Koshland Trust as Lessor, and American Quasar Petroleum Co. as Lessee, covering a portion of the captioned land.

2. WY047-24 Lease dated November 5, 1981, between James Luce as Lessor, and American Quasar Petroleum Co. as Lessee, covering a portion of the captioned land.

3. WY047-21 Lease dated November 16, 1981, between Budd & Sons Land Company as Lessor, and American Quasar Petroleum Co. as Lessee, covering a portion of the captioned land.

4. WY047-23 Lease dated November 15, 1981, between Flyn W. Land & Livestock Co. as Lessor, and American Quasar Petroleum Co. as Lessee, covering a portion of the captioned land.

EXHIBIT B
TO
TENTH SUPPLEMENT
TO
MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT
BETWEEN
AMERICAN QUASAR PETROLEUM CO.
AND
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO
MORTGAGOR
AND
TEXAS AMERICAN BANK/FORT WORTH, N.A., MORTGAGEE

* * * *

Released BK. 14 Rel Pg. 348

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 30, 19 85. The mortgagor is Robert C. Boba and Geraldine Ruth Boba, Husband and Wife ("Borrower"). This Security Instrument is given to First Security Bank of Rock Springs, which is organized and existing under the laws of Wyoming, and whose address is 1400 Dewar Drive Rock Springs, WY ("Lender"). Borrower owes Lender the principal sum of Fifty Five Thousand and No/100's*** Dollars (U.S. $ 55,000.00). 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 October 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 Sublette County, Wyoming:

That part of Lot 7 of the Friendly Creek Subdivision as recorded in the Office of the Clerk of Sublette County in Book 40 of Miscellaneous Records on page 578 being part of the S½S½SE¼ of Section 3, T.30N., R.112W., Sublette County, Wyoming described as follows:

BEGINNING at the Southeast corner of said Lot 7 on the south line of Bill Budd Road;
thence N.87°57.6'W., 218.12 feet along the said south line;
thence N.01°02.6'W., 400.00 feet parallel with the east line of said Lot 7;
thence S.87°57.6'E., 218.12 feet parallel with the south line of said Lot 7 to an intersection with the east line of said Lot 7;
thence S.01°02.6'E., 400.00 feet along the east line to the CORNER OF BEGINNING.

208799

RECORDED October 1, 1985 10:00AM
IN BOOK 44 Mtg PAGE 475
FEES $12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

which has the address of 35 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.

[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. Governiag 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]

[redacted] [redacted] [redacted]

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	
[X] Other(s) [specify] WCDA Rider		

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 C. Boba (Seal) —Borrower

Geraldine Ruth Boba (Seal) Borrower

[Space Below This Line For Acknowledgment]

STATE OF Wyoming }
COUNTY OF Sublette } SS:

I, Edwin R. Adams, a Notary Public in and for said county and state, do hereby certify that Robert C. Boba and Geraldine Ruth Boba, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that (his, her, their) they executed said instrument for the purposes and uses therein set forth. (he, she, they)

Witness my hand and official seal this 30th day of September, 19 85.

My Commission Expires:
July 28, 1988

Edwin R. Adams Notary Public State of Wyoming County of Sublette My Commission Expires July 28, 1988

Edwin R. Adams (SEAL)
Notary Public

This instrument was prepared by

44771

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 30 day of September, 19 85.

Signature

Robert C. Boba
Printed

Signature

Geraldine Ruth Boba
Printed

MPP [redacted] 209A [redacted] [redacted]

MORTGAGE [redacted] FORM NO. 4[illegible] [redacted] THE MILLS C[redacted] [illegible] 141302

SECOND
MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN C. FRAZIER III and LINDA K. FRAZIER, husband and wife,

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of Twenty-Six Thousand Nine Hundred Two and 98/100 ($26,902.98) - - Dollars, due 11/1/93

with interest from 10/1/85 at the rate of ten & one-half per cent per annum, payable monthly xxxxxxx evidenced by One (1) promissory note , of even date herewith, payable in 96 equal monthly payments of $254.01 each, first payment due 11/1/85 and on the first day of each month thereafter until all 96 payments have been made. Payments shall be first applied to accrued interest and then to principal. The entire unpaid principal and accrued interest shall be due and payable on 11/1/93;

do hereby mortgage to

KENNETH A. HAUSLER and COLLEEN J. HAUSLER, husband and wife,

mortgagee, whose address is 18 Greenwood Place

Menlo Park, California 94025

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

A tract embraced in Lot 1, Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming.

BEGINNING at a point 50 feet south of the southwest corner of Lot 11, Block 11 of the Patterson's First Addition and running thence east 15 feet to a point of beginning of this tract,

Thence east 135 feet, south 65 feet, west 135 feet and thence north 65 feet to a point of beginning,

TOGETHER WITH all buildings and improvements situate thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, TO the provisions of United States patents, or of record, all easements, of record or in actual use, and to all prior mineral reservations of record.

This is a **Second Mortgage** and is secondary to that certain mortgage recorded in the office of the Sublette County Clerk on December 7, 1977 in Book 29 of Mortgages at page 531 between Charles E. Reed and Carol J. Reed, husband and wife, Mortgagors, and Provident Federal Savings and Loan Association of Casper, as Mortgagee.

208852

RECORDED October 3 1985 12:00 PM
IN BOOK 44 mtg PAGE 480
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

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

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

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

Dated this 2nd day of October A. D. 19 85.

In the presence of

John C. Frazier III
JOHN C. FRAZIER III

Linda K. Frazier
LINDA K. FRAZIER

Released 9/28/92
Book 16 Rel
Page 114

480

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by John C. Frazier III and Linda K. Frazier,

this 2nd day of October, 19 85.

Witness my hand and official seal.

Linda Hulten
Signature
Notary Public
Title of Officer

My Commission Expires: May 15, 1988

LINDA HULTEN NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

[redacted] [redacted] 2144 [redacted]

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

David and Georgia Sours
462 County Road

mortgagor, of Sublette County, State of Wyoming, to secure the payment of
Sixty Thousand Four Hundred Eighty and no/100 Dollars, due
with interest from Oct 3 1985 at the rate of 10% per cent per annum, payable annually
evidenced by a promissory note, of even date herewith, payable in
consecutive annually installments of $13,964.64 with 1st payment
Due Oct 3 1986
do hereby mortgage to
Metropolitan Mortgage Group Inc
mortgagee, whose address is 2100 So Delaware, Denver Colo 80223

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

Lot 9, 10, 11 and 12 of Block 5
Town of Marbleton

208891

RECORDED October 4 1985 4:45 P M
IN BOOK 44 Mortgage PAGE 482
FEES $6.00 Lea J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

Dated this 26 day of July A. D. 1985

In the presence of

David Sours
Georgia Sours

482 Released BK 14 Rel @ Pg 95

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by David and Georgia Sawyer,

this 26 day of July, 1925.

Witness my hand and official seal.

Brown A. Sawyer
Signature

Title of Officer

My Commission Expires: 3-1-88

MORTGAGE DEED

FROM

TO

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

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

County Clerk and Ex Officio Register of Deeds.

By .....
Deputy Clerk

No. ..... Fees, $ .....

WHEN RECORDED RETURN TO
DENVER
MORTGAGE LOANS

[redacted] [redacted] [redacted]

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

Position 5

208902

CORRECTED

RECORDED Oct. 7 1985 2:20 PM
IN BOOK 44 Misc PAGE 484
FEES 0.00 Sandra Clark COUNTY CLERK
SUBLETTE COUNTY CLERK
Dorothy McClure

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by GORDON E. STEELE AND DONNA M. STEELE, husband and wife,

residing in SUBLETTE County, Wyoming, whose post office address is P.O. BOX 115 BOULDER, Wyoming 82923, hereln 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*
5/20/85	$74,100.00	10.75%	5/20/2025

THIS CORRECTED MORTGAGE IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION IN THAT CERTAIN MORTGAGE DATED MAY 20, 1985, RECORDED MAY 20, 1985 IN BOOK 43 OF MORTGAGES, PAGE 636.

(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 secute the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

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

County(ies) of SUBLETTE:

Township 31 North, Range 109 West of the 6th P.M., Sublette County, Wyoming
Section 2: Lots 1, 2 and 3, S½NE¼, SE¼NW¼, S½;
Section 11: N½NW¼;
AND
A certain tract or parcel of land comprising a portion of the NE¼, NE¼NW¼ and NE¼SE¼ of Section 16, Township 32 North, Range 108 West, 6th P.M., Sublette County, Wyoming, more particularly bounded and described as follows:
Beginning at the NE Corner of Section 16, T.32N., R.108W., and running thence South a distance of 2869.79 feet to Station No. 2; thence N.40°10½'W., a distance of 465.40 feet to Station No.3;

(CONTINUED ON REVERSE SIDE HEREOF)

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Released BK 16 Rel pg 452

thence N.49°42'W., a distance of 1878.52 feet to Station No. 4; thence N.49°04'W., a distance of 642.31 feet to Station No. 5; thence N.59°30'W., a distance of 624.19 feet to Station No. 6; thence N.50°45½'E., a distance of 912.63 feet to Station No. 7; thence S.89°34'E., a distance of 2049.0 feet to Station No. 1, the point of beginning, EXCEPTING THEREFROM THE FOLLOWING:

a. That portion of the above described lands conveyed by Earl E. Steele, et ux, to Zeda Roop by Warranty Deed, dated 3/23/53, recorded 3/26/53 in Book 7 of Deeds, page 263;

b. That portion of the above described lands conveyed by Earl E. Steele, et ux, to Henry J. Mitchell, et ux, by Warranty Deed dated 1/22/60, recorded 1/26/60 in Book 10 of Deeds, page 179;

c. That portion of the above described lands conveyed by Gordon E. Steele, et ux, to Wyoming Telephone Company, Inc., by Quitclaim Deed dated 4/23/76, recorded 4/23/76 in Book 5 of Quitclaim Deeds, page 570;

d. A tract of land located in the NW¼NE¼ of Section 16, T.32N., R.108W., 6th P.M., Sublette County, Wyoming, and more particularly described as follows:
Beginning at a point which bears S.63°12'18.3"W., a distance of 2006.90 feet from the Northeast Section Corner of said Section 16; thence from said point of beginning West, a distance of 150.0 feet; thence North, a distance of 150.0 feet; thence East, a distance of 150.0 feet; thence South, a distance of 150.0 feet to the point of beginning.

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.

[redacted] [redacted] [redacted]

(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 4th day of October, 19 85

Gordon E. Steele

Donna M. Steele

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by GORDON E. STEELE AND DONNA M. STEELE

, this 4th day of October, 19 85

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 838 - 892

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Rock Springs, a corporation organized and existing under the 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 Robert C. Boba and Geraldine Ruth Boba, Husband and Wife

and appears recorded in book 44 of mortgages, beginning on page 475 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

"ALL LANDS DESCRIBED IN SAID MORTGAGE."

208903

RECORDED October 7, 1985 2:20 PM
IN BOOK 44 Mtg PAGE 488
FEES $4.00 Laura Yahn 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 3 day of October, 19 85.

By [signature]
Assistant Vice-President

Attest: [signature]
Title Assistant Vice-President

STATE OF WYOMING } ss.
SWEETWATER }

The foregoing instrument was acknowledged before me by John Allan

this 3rd day of October, 19 85

Witness my hand and official seal.

My commission expires: 8/8/87

Donna M. Ngai
Notary Public

Title of Officer

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Released BK. 14 Rel @ Pg. 336

Position 3

USDA-FmHA
Form FmHA 427.1 WY
(Rev. 8-24-82)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by JAMES LEE WITWER, JR. and LESLIE KAREN WITWER, husband and wife,

residing in Sublette County, Wyoming, whose post office address is Box 333 Pinedale, Wyoming 82941, herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601 and

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note" which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
10/7/85	$50,000.00	10.6250%	10/7/2018

208911

RECORDED October 7, 1985 4:35PM
IN BOOK 44 MTG PAGE 489
Laura J York COUNTY CLERK
SUBLETTE COUNTY CLERK

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, 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, Amended Redstone Second Addition to the Town of Pinedale, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together all improvements and appurtenances thereunto appertaining; SUBJECT TO: reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; SUBJECT TO: Protective Covenants for Redstone First and Second Additions to the Town of Pinedale recorded in the office of the County Clerk 3/28/78 Book 33 of Miscellaneous, page 678; and
SUBJECT TO prior mineral reservations of record.

[redacted] [redacted] [redacted]

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

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

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

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

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

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

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts 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 last 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 7th

day of October, 19 85

James Lee Witwer, Jr.

Leslie Karen Witwer

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF Sublette } ss

The foregoing instrument was acknowledged before me by James Lee Witwer, Jr. and Leslie Karen Witwer,

, this 7th day of October 19 85

Witness my hand and official seal

(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: July 28, 1988

GPO 183 677-359

Release, Book 13, Pg. 178

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(4-14-86)

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSTRUCTION LOAN MORTGAGE

THIS MORTGAGE, is made and entered into this 30th day of August, 1985, A.D., between Edwin L. Hudson and Diane L. Hudson, husband and wife, whose address is Mount Hope Rd., Drawer B, Lander, Wyoming 82520, hereafter collectively referred to as "Borrower," which designation shall include his, her or their successors in interest, and Rocky Mountain Federal Savings and Loan Association, a federally chartered savings and loan association ("Lender").

WITNESSETH:

WHEREAS, Borrower has executed his Promissory Note(s) bearing even date herewith for the principal sum of One Hundred Fifty Thousand and 00/100 Dollars ($ 150,000.00) payable to the order of Rocky Mountain Federal Savings and Loan Association, at its offices at Number One Rocky Mountain Plaza, 2020 Carey Avenue, P.O. Box 1167, Cheyenne, Wyoming 82003, or at a loan office or other place designated by the holder thereof, with interest thereon from the dates hereof at a variable rate as provided in the note, and payable in consecutive monthly installments as set forth in said Promissory Note(s), commencing September 20, 1985 until said Promissory Note(s) is fully paid. Unless otherwise due at an earlier date owing to a default, payment in full shall be due and payable on February 23, 1986.

AND WHEREAS, the Borrower is desirous of securing to the Lender the payment of the principal and interest, together with any and all subsequent advances made, expenditures authorized, cost and attorneys' fees incurred, or any other sums as provided for herein or in the Promissory Note(s) secured hereby. Any such advances or expenditures shall be so much additional indebtedness secured hereunder and shall be added to the then outstanding principal balance due and owing pursuant to the Promissory Note(s) secured hereby (all of which shall hereinafter be referred to as "Indebtedness").

NOW, THEREFORE, the Borrower, in consideration of the premises and for the purpose of securing payment of the principal and interest and all other sums due under the terms and condition of the Promissory Note(s) does hereby grant, bargain, sell and convey unto the Lender, its Successors & Assigns, the following described property situated in the n/a County of Sublette and State of Wyoming, to wit:

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

208918
RECORDED October 8 1985 11:45 A.M.
IN BOOK 44 Mtg. PAGE 493
FEES $ 14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

TOGETHER with all building materials and equipment now or hereafter delivered to said premises and intended to be incorporated and installed therein, and all buildings, improvements, fixtures or appurtenances now or hereafter erected thereof, including, but not limited to, any and all apparatus, equipment, fixtures or articles (whether in single units or centrally controlled) used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, irrigating or other services, screens, screen doors, storm doors and windows, attached floor coverings, venetian blinds, in-a-door beds, awnings, buildings, stoves, water heaters, dishwashers, garbage disposals, trash compactors, including replacement thereof, and any other things now or hereafter situated therein or thereon, and also together with any and all wells, water, water rights, ditch rights, water stock and/or ditch stock, easements and mineral rights now owned or hereafter acquired by the Borrower, his heirs, successor or assigns, appropriated or unappropriated, vested or not, used, belonging to, or in any way connected with the above-described real property; all of which are hereby declared to be part of said real property, whether physically attached thereto or not.

AND FURTHER, this Mortgage shall be a construction mortgage pursuant to the Wyoming Uniform Commercial Code.

TO HAVE AND TO HOLD the said described premises, improvements, fixtures, apparatus and equipment, together with all and singular the rights, privileges, hereditaments and appurtenances in anywise appertaining or belonging thereto (the "Property").

That in the event of any default by the Borrower, or his heirs, successors or assigns, according to the tenor and effect of said Promissory Note(s) and this mortgage, or of the Construction Loan Agreement between the Borrower and the Lender specifying the terms of the construction loan secured hereby, or of the terms of any of the documents executed pursuant to said Construction Loan

Agreement, or upon the occurrence of any act or omission which would permit the commencement of a voluntary or involuntary case against the Borrower (or entry of a decree or order for relief) under federal bankruptcy laws, or the commencement or reorganization, liquidation or receivership proceedings against the Borrower, or if the Borrower shall abandon any of said property, or in case of default in the payment of any prior lien, time being of the essence, the entire sum hereby secured at the option of Lender, its successors and assigns, shall become immediately due and payable, anything herein or in the Note or other documents notwithstanding, and the Lender, its successors and assigns, may immediately foreclose its mortgage by advertisement and sale of said premises under any 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. Lender, or its designee, may purchase the property at any sale. The proceeds of any sale (or the amount bid by a Lender, if Lender is the purchaser) shall first be applied to the cost and expenses of the foreclosure, including reasonable attorneys' fees, then all principal and interest owing on the note and additional sums due on the note, including, without limiting the generality of the foregoing, late charges, default interest charges, and fees due under the note, according to the tenor and effect thereof, and all monies advanced by Lender, its successors and assigns for insurance, taxes, assessments, repairs, maintenance, utilities, maintenance fees, mechanic's liens or other liens on the mortgage property of whatever nature, or for the payment of the Borrower's debts, and any other Secured Indebtedness with interest hereon from the date of the foreclosure sale to the date of such application at an interest per annum equal to the default interest rate set forth in the note, rendering the overplus, if any, to the person or persons legally entitled to it. Provided, that Lender, its successors and 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 attorneys' fees fixed and determined by the court actin, in which event reasonable attorneys' fees fixed and determined by the court action in which event reasonable attorneys' fees fixed and determined by the court shall be allowed said Lender.

It shall be specifically authorized herein that the Lender or its representatives may bid at the foreclosure sale and, notwithstanding the fact that the Lender may be the successful bidder at any such foreclosure sale, that shall in no way be deemed a waiver of its right to pursue the collection of a deficiency that may be owed on said Promissory Note(s). Any bid by the Lender may take into consideration anticipated taxes, assessments, insurance premiums, utilities, maintenance expense, management costs, repairs, title expense and the then going real estate agent's commission, all or any of which may be incurred during the period of redemption or in order to subsequently sell or otherwise dispose of the Property after the issuance of the Sherriff's Deed.

And the Borrower, for himself, his heirs, successors, assigns and personal representatives, warrants that he is either well seized of the Property in fee simple, or has a valid leasehold interest as well as quiet and peaceful possession thereof and agrees to forever defend against all and every person lawfully claiming or attempting to claim the whole or any part thereof, and further warrants that the Property is free and clear of any and all liens and encumbrances whatever, except for the lien of general taxes, if any, for the current year. Further, the Borrower, for himself, his heirs, successors, assigns and personal representatives, hereby waives and forever releases all rights and claims he may have in or to the Property as a homestead exemption or other exemption pursuant to the laws of the State of Wyoming or of the United States of America.

This Mortgage shall secure, in addition to the original indebtedness and accrued interest thereon, any additional advances and any expenditures made by the Lender as determined at its sole discretion for taxes, special assessments, insurance premiums, costs of completing the construction of unfinished improvements, cost of repairing, maintenance and preservation of said improvements, cost of storage of materials for incorporation into the improvements and purchased with funds disbursed under the Promissory Note(s), utility charges, delinquent payment fees, attorneys' fees and other charges. It shall be lawful for the holder of the Certificate of Purchase covering the Property to make any of the foregoing expenditures, and upon filing receipts evidencing payment of the same with the Lender or Sheriff or other person lawfully conducting said sale and issuing said Certificate of Purchase, such payments or expenditures shall thereupon become an additional claim or indebtedness in favor of the holder of such Certificate of Purchase and against the Property so sold. Before redemption can be made from such foreclosure sale, the party redeeming shall be required to pay, in addition to the amounts specified in said Certificate of Purchase, with interest thereon as provided by law, the further and additional amounts represented by the foregoing expenditures. In the event of default or foreclosure and if, in the opinion of the holder, it is necessary to complete construction of any incomplete improvements or make repairs, alterations or renovations to the real property in order to preserve, protect and prevent waste, or change the manner of utilization or nature of occupancy, it shall have the right to proceed as it deems advisable, and in that connection, the Borrower does hereby appoint the Lender as its attorney-in-fact to do such things as are hereby provided, and such power of attorney is coupled with an interest in the Property and is irrevocable.

The Lender shall have the right to file and defend suits on behalf and at the expense of the Borrower and in his name, for the recovery of damages to the Property or to maintain the validity and priority of the lien of the Lender and preserve its rights hereunder. All sums expended as costs of such litigation, or advanced by the Lender to pay any valid prior liens or other contingencies herein mentioned, (including reasonable attorneys' fees incurred), shall be repaid by the Borrower upon demand, and such sums, with interest thereon at the rate provided in said Promissory Note(s) shall, until paid, become so much additional indebtedness secured by this Mortgage and shall be a lien on the Property prior to any right, title or interest attaching or accruing subsequent to the lien hereof, and shall be paid out of the proceeds of the sale of the Property above described, if not theretofore paid by the Borrower. Failure to make any such payment shall constitute a default hereunder.

The terms and conditions hereof are severable; in the event that any term, condition, covenant, warranty, or provision contained in this Mortgage or in the Promissory Note(s) secured herein is deemed enforceable, illegal or inequitable by operation of law or by Order of Court, then it is specifically provided that such determination shall not invalidate, alter or amend any other term, condition, covenant, warranty or provision which shall remain and continue to be in full force and effect.

THE BORROWER FURTHER COVENANTS AND AGREES, IN ORDER TO FURTHER PROVIDE AND PROTECT THE SECURITY OF THIS MORTGAGE:

1. To pay each month to the Lender, at the sole option of the Lender, concurrently with and in addition to the monthly payments required under said Promissory Note(s) one-twelfth of the amount of any and all taxes and assessments levied on the Property, one-twelfth of the annual fire and hazard insurance premiums on the improvements located thereon, one-twelfth of any annual premium due on life and/or health and accident insurance or premiums due and payment for insurance purchased to insure or guarantee the payment of all or any portion of the indebtedness secured hereby or any additional escrow funds, shall be retained by the Lender as additional security for this loan, and for the payment of such items when charged or billed. All or any part of the sums so paid pursuant to this provision for taxes, special assessments and insurance may, at the option of the Lender, be applied to cure any default in the Promissory Note(s) or in this Mortgage or any Security Agreement pledged as security therefor, including but not limited to, such charges as may be levied by the Lender for late charges, costs for the processing of returned checks, prepayment fees, if any, insurance transfer expense, loan assumption fees, loan payoff statement fees, and any and all other charges as may be provided in the Promissory Note(s) or in this Mortgage or Security Agreement securing the Promissory Note(s), and such application may be made by the Lender without prior notice thereof. The Borrower agrees, upon notice, to pay monthly, any increases in the future payment of such items as are prescribed by the Lender, including any such anticipated deficiency in such account as may arise by virtue of the application of the funds in said account. The Borrower shall provide the Lender with a proper statement of taxes and insurance premiums not less than thirty (30) days prior to the date that any such payment is to be made. Any overage may be applied, at the option of the Borrower, to reduce said indebtedness in inverse order of maturity upon written request from the Borrower or shall be refunded in accordance with law. In the event that Lender, upon analysis of the account, shall determine that the funds then on deposit as well as the funds to thereafter be deposited, shall be insufficient to pay said items then due or thereafter to become due, the Lender may require the Borrower to pay any additional sums as determined by it for the payment of any such items, and if not so paid within five (5) days after notice, the Lender may, at its option, declare the entire indebtedness due and payable or may charge to the loan the additional amount advanced by it to pay any such items. The same shall be subject to the same interest and penalties as the principal indebtedness. The amount required hereunder attributable to payment of taxes may be computed utilizing a calendar year basis at the option of the Lender. Any and all other amounts required by this paragraph shall be computed utilizing the actual date therefor. The Borrower acknowledges that by reason of the valuable services rendered by the Lender in computing and remitting as and when due the payments for taxes and insurance affecting the Property, that the payments to be made hereunder shall not accure interest and the Borrower does hereby waive any and all rights or claims thereto.

2. To pay promptly all and singular the principal and interest and all other sums of money payable by virtue of said Promissory Note(s) and this Mortgage as the same become due as well as to perform each and every covenant, agreement and condition in accordance with the Promissory Note(s) and this Mortgage.

3. To pay promptly all and singular each sum due contractors, subcontractors, materialmen, laborers, architects, engineers, and all other persons providing services, labor and/or materials for erection of improvements in, on, or to the Property.

4. To keep the improvements (including construction materials to be incorporated in the improvements) on the Property adequately insured against loss by fire and other hazards, in such companies as may be acceptable to the Lender and for its benefit in an amount not less than the amount due the Lender and sufficient to comply with any co-insurance clause percentage provisions as may be therein contained. If the insuror elects to pay a loss or damage in cash rather than to repair, rebuild or replace the property lost or damaged, the Borrower hereby pledges said cash or insurance proceeds as additional security for the Promissory Note(s) and the Lender shall have the option to make the repairs or restoration or apply the proceeds upon the unpaid principal balance. All insurance policies on improvements on the Property, whether procured by the Lender or the owner of the Property, shall be delivered to the Lender not later than thirty (30) days prior to the expiration date of the prior existing policy or policies and retained by the Lender with the Promissory Note(s) and Mortgage. Any such insurance policy must have a standard, non-contributory "mortgagee's clause" attached thereto naming the Lender as an additional insured. The insurance policy, together with any surrender value thereof, if any, is pledged as further security for the fulfillment of the terms and obligations contained in the Promissory Note(s) secured hereby, and in the event of default hereunder and foreclosure of this Mortgage pursuant to the terms herein contained, then said policy shall be deemed a part of the Property subject to the terms of this Mortgage and the bid made at said foreclosure sale shall include any residuary value of such insurance policy insuring the Property, and said policy shall continue thereafter until its expiration for the protection of the interest of the holder of the Certificate of Purchase. Nothing herein contained shall alter, amend or waive the obligations

under said Promissory Note(s) to furnish said insurance policy and to maintain it in full force and effect as hereinabove provided. In case of the occurrence of a loss under any policy, the Borrower will give immediate notice to said insurance companies and to the Lender, which is hereby authorized and empowered to make proof of loss if same is not made promptly by the Borrower. In the event of a change or substitution of insurance policy or policies except as a result of expiration thereof, the Association may assess a charge of not more than Twenty-Five and no/100th Dollars ($25.00) to defray the cost and expense incurred as a result of such change or substitution and which shall be due and payable to the Lender upon demand and constitute a part of the additional indebtedness secured hereby.

5. To pay promptly all taxes, assessments, levies, water, rents, insurance premiums and all other liabilities, obligations and encumbrances arising out of the use of ownership of the Property, including water and water company stock assessments for irrigation purposes, as they become due and to furnish a receipt therefor upon request to the Lender.

6. If this Mortgage is foreclosed to pay an additional sum of five percent (5%) of the balance of the indebtedness with a minimum of Six Hundred Dollars ($600.00) allowed as attorneys' fees, and if foreclosed through the Courts, ten percent (10%) of the unpaid balance of the indebtedness with a minimum of One Thousand Dollars ($1,000.00) shall be taxes as a part of the costs of foreclosure for attorneys' fees. In case of the commencement of collection efforts or of a foreclosure by the placement of the Promissory Note(s) and this Mortgage into the possession of an attorney for such purpose, Borrower will pay upon demand reasonable attorneys' fees even though a foreclosure proceeding does not follow, and such fee shall become so much additional indebtedness secured by this Mortgage.

7. No sale of the Property or modification of the payments due on said Promissory Note(s) or extension of time for payment of the indebtedness hereby secured shall operate to release or affect the original liability of the Borrower, either in whole or in part, unless the Borrower is released in writing to the Lender.

8. Borrower shall not sell or transfer the Property, or execute any agreement or contract creating any right to or any equitable interest in the title, not execute any contract or agreement granting a possessory right in the Property in excess of five (5) years. In the event of any such sale, transfer or execution of such contract or agreement, or in the event of the sale or transfer of the controlling interest or of the majoring beneficial interest in the Borrower or its liquidation or dissolution, the Lender may, at its option, at any time thereafter, declare all the remainder of the indebtedness represented by the Promissory Note(s) immediately due and payable. Should the Borrower request that the Lender not exercise the right to accelerate the indebtedness as aforesaid, the Lender may impose certain conditions as consideration for such agreement not to accelerate, including but not limited to, any or all of the following: a loan transfer fee prescribed by the Lender; an increase of the interest rate; a reamortization of the monthly payments of principal and interest based upon such increased interest rate; a modification of the term of the indebtedness; an amendment of the prepayment privilege and a guaranty of payment by the purchasers. Inasmuch as the loan evidenced by the Promissory Note(s) was based in part on the financial responsibility of the Borrower, it is specifically understood and agreed that such consent may be given or withheld by the Lender with or without cause, and failure to receive such consent prior to any such transfer or conveyance or attempt there at shall be deemed a breach hereof and of the Promissory Note(s) secured hereby. Should the Lender forebear from accelerating the payment of the indebtedness by reason of any of the foregoing, the assignee of the Borrower shall be deemed to have assumed and agreed to pay the indebtedness owing the Lender, whether or not the instrument evidencing such sale or transfer expressly so provides, and this covenant shall run with the Property and remain in full force and effect until the entire indebtedness is liquidated, and the Lender may, without notice to the Borrower, deal with such assignee with reference to the indebtedness secured by this Mortgage, including the payment or credit to such assignee of undisbursed reserve funds on repayment in full of said indebtedness. Upon the occurrence of any of the foregoing events and consent thereto having not been given the Lender, the mere fact of a lapse of time or the acceptance of payments subsequent to any of such events shall not be deemed a waiver of the Lender's right to make such election, not shall the Lender be stopped therefrom by virtue thereof. The Borrower shall be required to notify the Lender upon the occurrence of any of the events affecting title as above described, and failure to do so shall constitute a default hereunder and of the Promissory Note(s).

9. That in the case of default, whereby the right of foreclosure occurs hereunder, the Lender or the holder of the Certificate of Purchase shall at once become entitled to the possession, use and enjoyment of the Property, 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, if any there be; and such possession, use, enjoyment, rents, issues and profits shall be delivered to the Lender at once or the holder of the Certificate of Purchase on demand, and on refusal, the delivery of such possession may be enforced by an appropriate civil suit or proceeding and the Lender or holder of the Certificate of Purchaser shall be entitled to a Receiver for the Property, and of the rents, issues and profits therefrom 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 Borrower or of the then owner of the Property, and without regard to the value of the Property, and such Receiver may be appointed by any Court of competent jurisdiction upon ex parts application, and without notice, being hereby consented to by the Borrower for and on his

own behalf and on behalf of his heirs, successor, assigns and personal representatives, and all persons claiming by, through, or under him, and all rents, issues, and profits, income and revenue of the Property shall be applied by such Receiver to the cost of the Receivership; the maintenance of the Property and such other expenses as are authorized to be disbursed hereunder; and applying any overplus toward the indebtedness owed hereunder and the balance, if any, to be distributed in accordance with the Order of Court.

FOR AND IN CONSIDERATION of the making of said loan, and as an additional security, the undersigned does hereby assign, set over and convey unto the Lender all of the rents, issues, income, profits, utility deposits and benefits in any way accruing, arising, due or to become due, or which may hereafter be payable from the Property and the Improvements thereon, upon the condition that if any default should occur in the payment of the principal or interest, or any installment, in said Promissory Note(s) provided to be paid, or upon the failure or neglect of the undersigned, or their successors in title to the Property, to perform or comply with any terms or conditions of obligation in said Promissory Note(s) or as provided for in this Mortgage, the Lender, at its option, shall have the right to enter into the possession of and take charge of the Property, as well as all personal property located thereon, with or without an Order of Court, any may rent and manage said real and personal property located thereon, with or without an Order of Court, and may rent and manage said real and personal property upon such terms and conditions as it deems proper and collect such rents, interest and principal payments due on said Promissory Note(s) as well as payments on insurance premiums, taxes, assessments, repairs or improvements to keep said real and personal property in good condition and repair, and other expenditures provided for in either the Promissory Note(s) or this Mortgage, including the expenses of management of said real and personal property. This rent assignment shall continue in force until all indebtedness secured by this Mortgage is fully paid. The Lender's taking possession of said real and personal property shall in no way prevent or preclude the Lender from collecting the sums due it or in enforcing its rights as provided by law. After full payment as herein provided, in excess then remaining shall be delivered to the Borrower, or his successors in title, upon written request and proof of entitlement.

The Borrower shall not commit, permit or suffer any waste, impairment, or deterioration of the Property, or any of its appurtenances, and regardless of natural depreciation, agrees to keep the Property and the Improvements thereon, at all times, in good condition and repair. The Lender, its agents and servants, shall have the right at any and all reasonable times to respect the Property. If there are any exceptions, restrictions or reservations in the title which are superior to the lien of this Mortgage and any act or acts are commitments or omitted under said exception, restriction or reservation which, in the opinion of the Lender, impairs the value of this security, it may declare the indebtedness immediately due and payable.

It is expressly understood that the present and future structural condition, as well as the present and future manner of utilization or nature of occupancy is a material consideration upon which the Lender has relied in advancing the funds secured hereby. Therefore, any change or modification in the structural condition, manner of utilization, or nature of occupancy of the premises secured hereby without the prior written consent of the Lender shall, at its sole option, constitute a default hereunder, whereby the entire outstanding indebtedness becomes immediately due and payable.

The Borrower agrees that in the event of the existence or passage during the term of this Mortgage of any law or regulation of the State of Wyoming or of the United States, or of any political subdivision of either of them, whereby this Mortgage, or the indebtedness secured hereby, shall be taxable, the Borrower shall promptly pay any such taxes when due, and in the event of the failure of the Borrower to pay said taxes, which shall then become so much additional indebtedness as secured by this Mortgage or may declare the indebtedness secured hereby immediately due and payable.

If the Property described herein, or any portion thereof, shall be condemned, or taken for public use under the power or eminent domain, or in the event that the Property shall be damaged by public risks or private acts, all damages and compensation therefor shall be paid to the Lender and may be applied to the indebtedness in inverse order of maturity. If, however, at the time said payments are made, a foreclosure proceeding with respect to the Property shall have been commenced by the Lender, then such damages or compensation shall be paid to the Lender or Sheriff as the case may be, for the use and benefit of the holder of the Certificate of Purchase, and any such award shall be applied against the amount necessary to redeem the Property, and if no such redemption be effectuated, then the amount of any such award shall be the sole and exclusive property of the holder of the Certificate of Purchase.

No waiver, express or implied, in the performance of any obligation, agreement or covenant hereof, shall be deemed or taken to imply or constitute a waiver of any succeeding or other breach hereunder, and failure of the Lender to insist upon the strict performance of the terms, covenants and agreements herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lender's right to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

If the Property or any part thereof be used for commercial or income producing purposes, the Borrower expressly agrees that all license fees, fees for permits, and taxes relating to the commercial or income-producing operation shall be filed and paid when due. The foregoing, without limitation

thereof, shall include all sales and personal property taxes, liquor license fees, cabaret taxes, withholding and social security taxes and any other fees, safety and excise and any other taxes due any governmental agencies. The Borrower also agrees for himself, any contract purchaser, tenant or subtenant to observe and comply with any and all rules, regulations, specifications or requirements or any and all governmental agencies concerned with the operation of the Property, or any part thereof of any activity thereon.

The Borrower, upon payment in full, shall be entitled to a release of the within Mortgage properly executed by the holder of the indebtedness secured hereby, together with the original Promissory Note(s) marked "Paid," and this Mortgage. The cost for releasing said Mortgage and the recording thereof shall be borne by the Borrower. In consideration for the furnishing of a written statement setting forth the amount required to pay this indebtedness in full, the Borrower, upon request therefore, agrees to pay a reasonable fee as may be established from time to time hereafter by the Lender.

Notice of the exercise of any option granted herein or in the Promissory Note(s) secured hereby to the Lender is not required to be given; the Borrower hereby waiving any such notice.

Wherever the term "Borrower" is used, it shall include and apply to persons, both men and women, companies, partnerships, joint ventures, and corporations; and wherever the word "Lender" is used, it shall apply to its successors or assigns and the holder hereof; and in reading this instrument, the necessary grammatical changes required to make the provisions hereof mean and apply aforesaid shall be made in the same manner as though written into this instrument.

It is expressly understood and agreed that all of the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, personal representatives, legal representatives, successors, transferees and assigns (voluntary or involuntary and by operation of law), of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first above written.

BORROWER: Edwin T. Hudson and Diane L. Hudson, husband and wife

Edwin T. Hudson

Diane L. Hudson

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE (Fremont))

The foregoing instrument was acknowleged before me this 23rd day of August, 19 85, by Edwin T. Hudson and Diane L. Hudson, husband and wife.

WITNESS my hand and official seal.

My Commission expires: January 7, 1989

(SEAL)

Notary Public

Marge Leslie - Notary Public
County of Fremont — State of Wyoming
My Commission Expires Jan. 7, 1989

RLE-Book 13, Pg. 179 499

(4-14-86)

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSTRUCTION LOAN MORTGAGE

THIS MORTGAGE, is made and entered into this 30th day of August, 19 85, A.D., between Hudson's Funeral Home, Inc., whose address is Mount Hope Road, Drawer B, Lander, Wyoming 82520, hereafter collectively referred to as "Borrower," which designation shall include his, her or their successors in interest, and Rocky Mountain Federal Savings and Loan Association, a federally chartered savings and loan association ("Lender").

WITNESSETH:

WHEREAS, Borrower has executed his Promissory Note(s) bearing even date herewith for the principal sum of One hundred fifty thousand and NO/100- Dollars ($ 150,000.00) payable to the order of Rocky Mountain Federal Savings and Loan Association, at its offices at Number One Rocky Mountain Plaza, 2020 Carey Avenue, P.O. Box 1167, Cheyenne, Wyoming 82003, or at a loan office or other place designated by the holder thereof, with interest thereon from the dates hereof at a variable rate as provided in the note, and payable in consecutive monthly installments as set forth in said Promissory Note(s), commencing September 20, 1985 until said Promissory Note(s) is fully paid. Unless otherwise due at an earlier date owing to a default, payment in full shall be due and payable on March 1, 1986.

AND WHEREAS, the Borrower is desirous of securing to the Lender the payment of the principal and interest, together with any and all subsequent advances made, expenditures authorized, cost and attorneys' fees incurred, or any other sums as provided for herein or in the Promissory Note(s) secured hereby. Any such advances or expenditures shall be so much additional indebtedness secured hereunder and shall be added to the then outstanding principal balance due and owing pursuant to the Promissory Note(s) secured hereby (all of which shall hereinafter be referred to as "Indebtedness").

NOW, THEREFORE, the Borrower, in consideration of the premises and for the purpose of securing payment of the principal and interest and all other sums due under the terms and condition of the Promissory Note(s) does hereby grant, bargain, sell and convey unto the Lender, its Successors & Assigns, the following described property situated in the n/a County of Sublette and State of Wyoming, to wit:

Lots 1 and 2, Block 2, Cooley Tenth Addition to the Town of Pinedale,

Sublette County, Wyoming.

208920

RECORDED October 8, 1985 11:45 AM
IN BOOK 44 Misc PAGE 499
FEES $14.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Carol A. Cheney, Deputy

TOGETHER with all building materials and equipment now or hereafter delivered to said premises and intended to be incorporated and installed therein, and all buildings, improvements, fixtures or appurtenances now or hereafter erected thereof, including, but not limited to, any and all apparatus, equipment, fixtures or articles (whether in single units or centrally controlled) used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, irrigating or other services, screens, screen doors, storm doors and windows, attached floor coverings, venetian blinds, in-a-door beds, awnings, buildings, stoves, water heaters, dishwashers, garbage disposals, trash compactors, including replacement thereof, and any other things now or hereafter situated therein or thereon, and also together with any and all wells, water, water rights, ditch rights, water stock and/or ditch stock, easements and mineral rights now owned or hereafter acquired by the Borrower, his heirs, successor or assigns, appropriated or unappropriated, vested or not, used, belonging to, or in any way connected with the above-described real property; all of which are hereby declared to be part of said real property, whether physically attached thereto or not.

AND FURTHER, this Mortgage shall be a construction mortgage pursuant to the Wyoming Uniform Commercial Code.

TO HAVE AND TO HOLD the said described premises, improvements, fixtures, apparatus and equipment, together with all and singular the rights, privileges, hereditaments and appurtenances in anywise appertaining or belonging thereto (the "Property").

That in the event of any default by the Borrower, or his heirs, successors or assigns, according to the tenor and effect of said Promissory Note(s) and this mortgage, or of the Construction Loan Agreement between the Borrower and the Lender specifying the terms of the construction loan secured hereby, or of the terms of any of the documents executed pursuant to said Construction Loan

Agreement, or upon the occurrence of any act or omission which would permit the commencement of a voluntary or involuntary case against the Borrower (or entry of a decree or order for relief) under federal bankruptcy laws, or the commencement or reorganization, liquidation or receivership proceedings against the Borrower, or if the Borrower shall abandon any of said property, or in case of default in the payment of any prior lien, time being of the essence, the entire sum hereby secured at the option of Lender, its successors and assigns, shall become immediately due and payable, anything herein or in the Note or other documents notwithstanding, and the Lender, its successors and assigns, may immediately foreclose its mortgage by advertisement and sale of said premises under any 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. Lender, or its designee, may purchase the property at any sale. The proceeds of any sale (or the amount bid by a Lender, if Lender is the purchaser) shall first be applied to the cost and expenses of the foreclosure, including reasonable attorneys' fees, then all principal and interest owing on the note and additional sums due on the note, including, without limiting the generality of the foregoing, late charges, default interest charges, and fees due under the note, according to the tenor and effect thereof, and all monies advanced by Lender, its successors and assigns for insurance, taxes, assessments, repairs, maintenance, utilities, maintenance fees, mechanic's liens or other liens on the mortgage property of whatever nature, or for the payment of the Borrower's debts, and any other Secured Indebtedness with interest hereon from the date of the foreclosure sale to the date of such application at an interest per annum equal to the default interest rate set forth in the note, rendering the overplus, if any, to the person or persons legally entitled to it. Provided, that Lender, its successors and 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 attorneys' fees fixed and determined by the court actin, in which event reasonable attorneys' fees fixed and determined by the court action in which event reasonable attorneys' fees fixed and determined by the court shall be allowed said Lender.

It shall be specifically authorized herein that the Lender or its representatives may bid at the foreclosure sale and, notwithstanding the fact that the Lender may be the successful bidder at any such foreclosure sale, that shall in no way be deemed a waiver of its right to pursue the collection of a deficiency that may be owed on said Promissory Note(s). Any bid by the Lender may take into consideration anticipated taxes, assessments, insurance premiums, utilities, maintenance expense, management costs, repairs, title expense and the then going real estate agent's commission, all or any of which may be incurred during the period of redemption or in order to subsequently sell or otherwise dispose of the Property after the issuance of the Sherriff's Deed.

And the Borrower, for himself, his heirs, successors, assigns and personal representatives, warrants that he is either well seized of the Property in fee simple, or has a valid leasehold interest as well as quiet and peaceful possession thereof and agrees to forever defend against all and every person lawfully claiming or attempting to claim the whole or any part thereof, and further warrants that the Property is free and clear of any and all liens and encumbrances whatever, except for the lien of general taxes, if any, for the current year. Further, the Borrower, for himself, his heirs, successors, assigns and personal representatives, hereby waives and forever releases all rights and claims he may have in or to the Property as a homestead exemption or other exemption pursuant to the laws of the State of Wyoming or of the United States of America.

This Mortgage shall secure, in addition to the original indebtedness and accrued interest thereon, any additional advances and any expenditures made by the Lender as determined at its sole discretion for taxes, special assessments, insurance premiums, costs of completing the construction of unfinished Improvements, cost of repairing, maintenance and preservation of said Improvements, cost of storage of materials for incorporation into the Improvements and purchased with funds disbursed under the Promissory Note(s), utility charges, delinquent payment fees, attorneys' fees and other charges. It shall be lawful for the holder of the Certificate of Purchase covering the Property to make any of the foregoing expenditures, and upon filing receipts evidencing payment of the same with the Lender or Sheriff or other person lawfully conducting said sale and issuing said Certificate of Purchase, such payments or expenditures shall thereupon become an additional claim or indebtedness in favor of the holder of such Certificate of Purchase and against the Property so sold. Before redemption can be made from such foreclosure sale, the party redeeming shall be required to pay, in addition to the amounts specified in said Certificate of Purchase, with interest thereon as provided by law, the further and additional amounts represented by the foregoing expenditures. In the event of default or foreclosure and if, in the opinion of the holder, it is necessary to complete construction of any incomplete improvements or make repairs, alterations or renovations to the real property in order to preserve, protect and prevent waste, or change the manner of utilization or nature of occupancy, it shall have the right to proceed as it deems advisable, and in that connection, the Borrower does hereby appoint the Lender as its attorney-in-fact to do such things as are hereby provided, and such power of attorney is coupled with an interest in the Property and is irrevocable.

The Lender shall have the right to file and defend suits on behalf and at the expense of the Borrower and in his name, for the recovery of damages to the Property or to maintain the validity and priority of the lien of the Lender and preserve its rights hereunder. All sums expended as costs of such litigation, or advanced by the Lender to pay any valid prior liens or other contingencies herein mentioned, (including reasonable attorneys' fees incurred), shall be repaid by the Borrower upon demand, and such sums, with interest thereon at the rate provided in said Promissory Note(s) shall, until paid, become so much additional indebtedness secured by this Mortgage and shall be a lien on the Property prior to any right, title or interest attaching or accruing subsequent to the lien hereof, and shall be paid out of the proceeds of the sale of the Property above described, if not theretofore paid by the Borrower. Failure to make any such payment shall constitute a default hereunder.

The terms and conditions hereof are severable; in the event that any term, condition, covenant, warranty, or provision contained in this Mortgage or in the Promissory Note(s) secured herein is deemed enforceable, illegal or inequitable by operation of law or by Order of Court, then it is specifically provided that such determination shall not invalidate, alter or amend any other term, condition, covenant, warranty or provision which shall remain and continue to be in full force and effect.

THE BORROWER FURTHER COVENANTS AND AGREES, IN ORDER TO FURTHER PROVIDE AND PROTECT THE SECURITY OF THIS MORTGAGE:

1. To pay each month to the Lender, at the sole option of the Lender, concurrently with and in addition to the monthly payments required under said Promissory Note(s) one-twelfth of the amount of any and all taxes and assessments levied on the Property, one-twelfth of the annual fire and hazard insurance premiums on the improvements located thereon, one-twelfth of any annual premium due on life and/or health and accident insurance or premiums due and payment for insurance purchased to insure or guarantee the payment of all or any portion of the indebtedness secured hereby or any additional escrow funds, shall be retained by the Lender as additional security for this loan, and for the payment of such items when charged or billed. All or any part of the sums so paid pursuant to this provision for taxes, special assessments and insurance may, at the option of the Lender, be applied to cure any default in the Promissory Note(s) or in this Mortgage or any Security Agreement pledged as security therefor, including but not limited to, such charges as may be levied by the Lender for late charges, costs for the processing of returned checks, prepayment fees, if any, insurance transfer expense, loan assumption fees, loan payoff statement fees, and any and all other charges as may be provided in the Promissory Note(s) or in this Mortgage or Security Agreement securing the Promissory Note(s), and such application may be made by the Lender without prior notice thereof. The Borrower agrees, upon notice, to pay monthly, any increases in the future payment of such items as are prescribed by the Lender, including any such anticipated deficiency in such account as may arise by virtue of the application of the funds in said account. The Borrower shall provide the Lender with a proper statement of taxes and insurance premiums not less than thirty (30) days prior to the date that any such payment is to be made. Any overage may be applied, at the option of the Borrower, to reduce said indebtedness in inverse order of maturity upon written request from the Borrower or shall be refunded in accordance with law. In the event that Lender, upon analysis of the account, shall determine that the funds then on deposit as well as the funds to thereafter be deposited, shall be insufficient to pay said items then due or thereafter to become due, the Lender may require the Borrower to pay any additional sums as determined by it for the payment of any such items, and if not so paid within five (5) days after notice, the Lender may, at its option, declare the entire indebtedness due and payable or may charge to the loan the additional amount advanced by it to pay any such items. The same shall be subject to the same interest and penalties as the principal indebtedness. The amount required hereunder attributable to payment of taxes may be computed utilizing a calendar year basis at the option of the Lender. Any and all other amounts required by this paragraph shall be computed utilizing the actual date therefor. The Borrower acknowledges that by reason of the valuable services rendered by the Lender in computing and remitting as and when due the payments for taxes and insurance affecting the Property, that the payments to be made hereunder shall not accure interest and the Borrower does hereby waive any and all rights or claims thereto.

2. To pay promptly all and singular the principal and interest and all other sums of money payable by virtue of said Promissory Note(s) and this Mortgage as the same become due as well as to perform each and every covenant, agreement and condition in accordance with the Promissory Note(s) and this Mortgage.

3. To pay promptly all and singular each sum due contractors, subcontractors, materialmen, laborers, architects, engineers, and all other persons providing services, labor and/or materials for erection of improvements in, on, or to the Property.

4. To keep the improvements (including construction materials to be incorporated in the improvements) on the Property adequately insured against loss by fire and other hazards, in such companies as may be acceptable to the Lender and for its benefit in an amount not less than the amount due the Lender and sufficient to comply with any co-insurance clause percentage provisions as may be therein contained. If the insuror elects to pay a loss or damage in cash rather than to repair, rebuild or replace the property lost or damaged, the Borrower hereby pledges said cash or insurance proceeds as additional security for the Promissory Note(s) and the Lender shall have the option to make the repairs or restoration or apply the proceeds upon the unpaid principal balance. All insurance policies on improvements on the Property, whether procured by the Lender or the owner of the Property, shall be delivered to the Lender not later than thirty (30) days prior to the expiration date of the prior existing policy or policies and retained by the Lender with the Promissory Note(s) and Mortgage. Any such insurance policy must have a standard, non-contributory "mortgagee's clause" attached thereto naming the Lender as an additional insured. The insurance policy, together with any surrender value thereof, if any, is pledged as further security for the fulfillment of the terms and obligations contained in the Promissory Note(s) secured hereby, and in the event of default hereunder and foreclosure of this Mortgage pursuant to the terms herein contained, then said policy shall be deemed a part of the Property subject to the terms of this Mortgage and the bid made at said foreclosure sale shall include any residuary value of such insurance policy insuring the Property, and said policy shall continue thereafter until its expiration for the protection of the interest of the holder of the Certificate of Purchase. Nothing herein contained shall alter, amend or waive the obligations

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under said Promissory Note(s) to furnish said insurance policy and to maintain it in full force and effect as hereinabove provided. In case of the occurrence of a loss under any policy, the Borrower will give immediate notice to said insurance companies and to the Lender, which is hereby authorized and empowered to make proof of loss if same is not made promptly by the Borrower. In the event of a change or substitution of insurance policy or policies except as a result of expiration thereof, the Association may assess a charge of not more than Twenty-Five and no/100th Dollars ($25.00) to defray the cost and expense incurred as a result of such change or substitution and which shall be due and payable to the Lender upon demand and constitute a part of the additional indebtedness secured hereby.

5. To pay promptly all taxes, assessments, levies, water, rents, insurance premiums and all other liabilities, obligations and encumbrances arising out of the use of ownership of the Property, including water and water company stock assessments for irrigation purposes, as they become due and to furnish a receipt therefor upon request to the Lender.

6. If this Mortgage is foreclosed to pay an additional sum of five percent (5%) of the balance of the indebtedness with a minimum of Six Hundred Dollars ($600.00) allowed as attorneys' fees, and if foreclosed through the Courts, ten percent (10%) of the unpaid balance of the indebtedness with a minimum of One Thousand Dollars ($1,000.00) shall be taxes as a part of the costs of foreclosure for attorneys' fees. In case of the commencement of collection efforts or of a foreclosure by the placement of the Promissory Note(s) and this Mortgage into the possession of an attorney for such purpose, Borrower will pay upon demand reasonable attorneys' fees even though a foreclosure proceeding does not follow, and such fee shall become so much additional indebtedness secured by this Mortgage.

7. No sale of the Property or modification of the payments due on said Promissory Note(s) or extension of time for payment of the indebtedness hereby secured shall operate to release or affect the original liability of the Borrower, either in whole or in part, unless the Borrower is released in writing to the Lender.

8. Borrower shall not sell or transfer the Property, or execute any agreement or contract creating any right to or any equitable interest in the title, not execute any contract or agreement granting a possessory right in the Property in excess of five (5) years. In the event of any such sale, transfer or execution of such contract or agreement, or in the event of the sale or transfer of the controlling interest or of the majoring beneficial interest in the Borrower or its liquidation or dissolution, the Lender may, at its option, at any time thereafter, declare all the remainder of the indebtedness represented by the Promissory Note(s) immediately due and payable. Should the Borrower request that the Lender not exercise the right to accelerate the indebtedness as aforesaid, the Lender may impose certain conditions as consideration for such agreement not to accelerate, including but not limited to, any or all of the following: a loan transfer fee prescribed by the Lender; an increase of the interest rate; a reamortization of the monthly payments of principal and interest based upon such increased interest rate; a modification of the term of the indebtedness; an amendment of the prepayment privilege and a guaranty of payment by the purchasers. Inasmuch as the loan evidenced by the Promissory Note(s) was based in part on the financial responsibility of the Borrower, it is specifically understood and agreed that such consent may be given or withheld by the Lender with or without cause, and failure to receive such consent prior to any such transfer or conveyance or attempt there at shall be deemed a breach hereof and of the Promissory Note(s) secured hereby. Should the Lender forebear from accelerating the payment of the indebtedness by reason of any of the foregoing, the assignee of the Borrower shall be deemed to have assumed and agreed to pay the indebtedness owing the Lender, whether or not the instrument evidencing such sale or transfer expressly so provides, and this covenant shall run with the Property and remain in full force and effect until the entire indebtedness is liquidated, and the Lender may, without notice to the Borrower, deal with such assignee with reference to the indebtedness secured by this Mortgage, including the payment or credit to such assignee of undisbursed reserve funds on repayment in full of said indebtedness. Upon the occurrence of any of the foregoing events and consent thereto having not been given the Lender, the mere fact of a lapse of time or the acceptance of payments subsequent to any of such events shall not be deemed a waiver of the Lender's right to make such election, not shall the Lender be stopped therefrom by virtue thereof. The Borrower shall be required to notify the Lender upon the occurrence of any of the events affecting title as above described, and failure to do so shall constitute a default hereunder and of the Promissory Note(s).

9. That in the case of default, whereby the right of foreclosure occurs hereunder, the Lender or the holder of the Certificate of Purchase shall at once become entitled to the possession, use and enjoyment of the Property, 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, if any there be; and such possession, use, enjoyment, rents, issues and profits shall be delivered to the Lender at once or the holder of the Certificate of Purchase on demand, and on refusal, the delivery of such possession may be enforced by an appropriate civil suit or proceeding and the Lender or holder of the Certificate of Purchaser shall be entitled to a Receiver for the Property, and of the rents, issues and profits therefrom 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 Borrower or of the then owner of the Property, and without regard to the value of the Property, and such Receiver may be appointed by any Court of competent jurisdiction upon ex parte application, and without notice, being hereby consented to by the Borrower for and on his

own behalf and on behalf of his heirs, successor, assigns and personal representatives, and all persons claiming by, through, or under him, and all rents, issues, and profits, income and revenue of the Property shall be applied by such Receiver to the cost of the Receivership; the maintenance of the Property and such other expenses as are authorized to be disbursed hereunder; and applying any overplus toward the indebtedness owed hereunder and the balance, if any, to be distributed in accordance with the Order of Court.

FOR AND IN CONSIDERATION of the making of said loan, and as an additional security, the undersigned does hereby assign, set over and convey unto the Lender all of the rents, issues, income, profits, utility deposits and benefits in any way accruing, arising, due or to become due, or which may hereafter be payable from the Property and the improvements thereon, upon the condition that if any default should occur in the payment of the principal or interest, or any installment, in said Promissory Note(s) provided to be paid, or upon the failure or neglect of the undersigned, or their successors in title to the Property, to perform or comply with any terms or conditions of obligation in said Promissory Note(s) or as provided for in this Mortgage, the Lender, at its option, shall have the right to enter into the possession of and take charge of the Property, as well as all personal property located thereon, with or without an Order of Court, any may rent and manage said real and personal property located thereon, with or without an Order of Court, and may rent and manage said real and personal property upon such terms and conditions as it deems proper and collect such rents, interest and principal payments due on said Promissory Note(s) as well as payments on insurance premiums, taxes, assessments, repairs or improvements to keep said real and personal property in good condition and repair, and other expenditures provided for in either the Promissory Note(s) or this Mortgage, including the expenses of management of said real and personal property. This rent assignment shall continue in force until all indebtedness secured by this Mortgage is fully paid. The Lender's taking possession of said real and personal property shall in no way prevent or preclude the Lender from collecting the sums due it or in enforcing its rights as provided by law. After full payment as herein provided, in excess then remaining shall be delivered to the Borrower, or his successors in title, upon written request and proof of entitlement.

The Borrower shall not commit, permit or suffer any waste, impairment, or deterioration of the Property, or any of its appurtenances, and regardless of natural depreciation, agrees to keep the Property and the improvements thereon, at all times, in good condition and repair. The Lender, its agents and servants, shall have the right at any and all reasonable times to respect the Property. If there are any exceptions, restrictions or reservations in the title which are superior to the lien of this Mortgage and any act or acts are commitments or omitted under said exception, restriction or reservation which, in the opinion of the Lender, impairs the value of this security, it may declare the indebtedness immediately due and payable.

It is expressly understood that the present and future structural condition, as well as the present and future manner of utilization or nature of occupancy is a material consideration upon which the Lender has relied in advancing the funds secured hereby. Therefore, any change or modification in the structural condition, manner of utilization, or nature of occupancy of the premises secured hereby without the prior written consent of the Lender shall, at its sole option, constitute a default hereunder, whereby the entire outstanding indebtedness becomes immediately due and payable.

The Borrower agrees that in the event of the existence or passage during the term of this Mortgage of any law or regulation of the State of Wyoming or of the United States, or of any political subdivision of either of them, whereby this Mortgage, or the indebtedness secured hereby, shall be taxable, the Borrower shall promptly pay any such taxes when due, and in the event of the failure of the Borrower to pay said taxes, which shall then become so much additional indebtedness as secured by this Mortgage or may declare the indebtedness secured hereby immediately due and payable.

If the Property described herein, or any portion thereof, shall be condemned, or taken for public use under the power or eminent domain, or in the event that the Property shall be damaged by public risks or private acts, all damages and compensation therefor shall be paid to the Lender and may be applied to the indebtedness in inverse order of maturity. If, however, at the time said payments are made, a foreclosure proceeding with respect to the Property shall have been commenced by the Lender, then such damages or compensation shall be paid to the Lender or Sheriff as the case may be, for the use and benefit of the holder of the Ceritificate of Purchase, and any such award shall be applied against the amount necessary to redeem the Property, and if no such redemption be effectuated, then the amount of any such award shall be the sole and exclusive property of the holder of the Certificate of Purchase.

No waiver, express or implied, in the performance of any obligation, agreement or covenant hereof, shall be deemed or taken to imply or constitute a waiver of any succeeding or other breach hereunder, and failure of the Lender to insist upon the strict performance of the terms, covenants and agreements herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lender's right to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

If the Property or any part thereof be used for commercial or income-producing purposes, the Borrower expressly agrees that all license fees, fees for permits, and taxes relating to the commercial or income-producing operation shall be filed and paid when due. The foreoing, without limitation

thereof, shall include all sales and personal property taxes, liquor license fees, cabaret taxes, withholding and social security taxes and any other fees, safety and excise and any other taxes due any governmental agencies. The Borrower also agrees for himself, any contract purchaser, tenant or subtenant to observe and comply with any and all rules, regulations, specifications or requirements or any and all governmental agencies concerned with the operation of the Property, or any part thereof of any activity thereon.

The Borrower, upon payment in full, shall be entitled to a release of the within Mortgage properly executed by the holder of the indebtedness secured hereby, together with the original Promissory Note(s) marked "Paid," and this Mortgage. The cost for releasing said Mortgage and the recording thereof shall be borne by the Borrower. In consideration for the furnishing of a written statement setting forth the amount required to pay this indebtedness in full, the Borrower, upon request therefore, agrees to pay a reasonable fee as may be established from time to time hereafter by the Lender.

Notice of the exercise of any option granted herein or in the Promissory Note(s) secured hereby to the Lender is not required to be given; the Borrower hereby waiving any such notice.

Wherever the term "Borrower" is used, it shall include and apply to persons, both men and women, companies, partnerships, joint ventures, and corporations; and wherever the word "Lender" is used, it shall apply to its successors or assigns and the holder hereof; and in reading this instrument, the necessary grammatical changes required to make the provisions hereof mean and apply aforesaid shall be made in the same manner as though written into this instrument.

It is expressly understood and agreed that all of the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, personal representatives, legal representatives, successors, transferees and assigns (voluntary or involuntary and by operation of law), of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first above written.

SEAL

Hudson's Funeral Home, Inc.

Attest: Wendell R. Hudson Secretary

BY: Edmund Hudson

STATE OF Wyoming)
) ss
COUNTY OF Fremont)

The foregoing instrument was acknowleged before me this 30th day of August, 19 85, by Marge Leslie.

WITNESS my hand and official seal.

Marge Leslie - Notary Public
County of Fremont
(SEAL)
My Commission Expires Jan. 7, 1989

My commission expires: January 7, 1989

Marge Leslie
Notary Public

Corporate Acknowledgement

State of Wyoming)
) ss
County of Fremont)

On the 30th day of August, 1985, personally appeared before me Wendell R. Hudson who, by being by duly sworn, did say that he is the Secretary of Hudson's Funeral Home, Inc., A Wyoming Corporation, that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said Wendell R. Hudson acknowledged to me that said corporation executed the same.

Marge Leslie - Notary Public
County of Fremont
State of Wyoming
My Commission Expires Jan. 7, 1989

Marge Leslie
Notary Public

My Commission Expires: Jan. 7, 1989

505

3/15/99 Rlsd. BK 19 Rel. pg. 573

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 2, 19 85. The mortgagor is Frank J. Vlcchy, a single person ("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 Ave., Kemmerer, Wy 83101 ("Lender"). Borrower owes Lender the principal sum of --------Forty-Five thousand and no/100---------- Dollars (U.S. $ 45,000.00). 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 October 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 Sublette County, Wyoming:

LOT 11, BLOCK 2, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE,

SUBLETTE COUNTY, WYOMING.

208935

RECORDED October 9 1985 11:00 A.M.
IN BOOK 44 MTG PAGE 505
Ruth Ann (illegible) Yoder COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Ruth Ann Yoder Deputy Phyllis McKinnon

which has the address of 359 S. Lincoln Ave., [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 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 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 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 [redacted]leration had occurred. However, this [redacted] to reinstate shall not apply in the ca[redacted] of acceleration under [redacted]s 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 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.

Frank J. Vleehy .....(Seal)
Borrower
Frank J. Vleehy

.....(Seal)
Borrower

.....(Seal)
Borrower

ACKNOWLEDGMENT

State of Wyoming, Lincoln County ss:

The foregoing instrument was acknowledged before me this October 2, 1985 (date) by

Frank J. Vleehy
(person acknowledging)

My Commission expires:

Bobbie J. Wetzel
Notary Public

Bobbie J. Wetzel
County of
Lincoln
My Commission Expires
Notary Public
State of
Wyoming
June 29, 1988

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MORTGAGE DEED

THIS INDENTURE, made this 6th day of August, 1985, between Roger C. Hunter and Darla J. Hunter 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 Fifty Thousand Five Dollars and .10/100---------- 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:

Lot 11, Block 13, C.P. MacGlashan's first addition to the town of Big Piney, Sublette County, Wyoming

209009

RECORDED: Date: Dec. 13 1985 10:00 AM
IN BOOK 44 Misc. PAGE 509
FEES 6.00 Sara J. Yale COUNTY CLERK
SUBLETTE COUNTY CLERK
By Dorothy Wilcoxson

PROPERTY AND FIXTURES MORTGAGED: Including all buildings and improvements thereon or that may hereafter be erected thereon; together with all hereditments 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 $1,125.02 each, the first such installment being due on the 1st day of September, 1985, and a like sum due upon said day of each month thereafter until principal and interest are fully paid. The interest rate will be adjusted on the 20th day of each month starting August 20,1985 until maturity date of the loan.

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, tendering 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.

X Roger C. Hunter
Roger C. Hunter

X Darla J. Hunter
Darla J. Hunter

In the presence of

[redacted]

THE STATE OF WYOMING }
COUNTY OF Sublette } ss.

On this 6th day of August, 19 85, 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 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 August, 19 85.

Gloria Clotti
Notary Public

My commission expires: [illegible]

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

510

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

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 15, 19 85. The mortgagor is Gordon E. Overbeck and Carol Ann Jill Overbeck, husband and wife ("Borrower"). This Security Instrument is given to First Security Bank of Rock Springs, which is organized and existing under the laws of Wyoming, and whose address is 1400 Dewar Drive Rock Springs, WY 82901 ("Lender"). Borrower owes Lender the principal sum of Sixty Eight Thousand and No/100's*** Dollars (U.S. $ 68,000.00). 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 November 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 Sublette County, Wyoming:

That Part of the NW¼NE¼ of Section 30, T.30N., T. 113W., 6th P.M., Sublette County, Wyoming; Described as follows:

Beginning at a point on the east line of said NW¼NE¼, S.00°39'E., 150.00 feet from the northeast corner of said NW¼NE¼ found as described in the Certified Land Corner Recordation Certificate filed in Office of the Clerk of Sublette County; thence, continuing S.00°39'E., 415.00 feet to an intersection with the northerly right-of-way line of the Middle Piney County Road No. 23-111; thence, N.70°50.5'W., 248.70 feet along the said right-of-way line; thence, N.00°39'W., 328.14 feet; thence, N.88°43'E., 234.00 feet parallel with the north line of the said NW¼NE¼ to the Point of beginning.

209012

RECORDED Oct 15 1985 10:04AM
IN BOOK 44 Misc PAGE 511
FEES $12.00 Lora J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

which has the address of 1276 Middle Piney County Road #23-111 [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.

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 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

[X] Other(s) [specify] WCDA Rider

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.

Gordon E. Overbeck .....(Seal)
—Borrower
Gordon E. Overbeck

Carol Ann Jill Overbeck .....(Seal)
Borrower
Carol Ann Jill Overbeck

[Space Below This Line For Acknowledgment]

STATE OF ...Wyoming..... } SS:
COUNTY OF ...Sublette..... }

I, ...Edwin R. Adams..... , a Notary Public in and for said county and state, do hereby certify that ...Gordon E. Overbeck and Carol Ann Jill Overbeck..... , personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be ...their... (his, her, their) free and voluntary act and deed and that ...they... (he, she, they) executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this ...15th... day of ...October..... , 19.85..

My Commission Expires: 7/28/88

Edwin R. Adams Notary Public
County of Sublette State of Wyoming
My Commission Expires: July 28, 1988

Edwin R. Adams (SEAL)
Notary Public

This instrument was prepared by.....

514

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 substituted 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 15 day of October, 1985.

Gordon E. Overbeck
Signature

Carol Ann Jill Overbeck
Signature

Gordon E. Overbeck
Printed

Carol Ann Jill Overbeck
Printed

MPP FORM " 209A

MORTGAGE DEED — FORM NO 4[illegible] [illegible] THE ROLL COMPANY [illegible]

SECOND

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RAY L. PERRY and DARLENE S. PERRY, husband and wife,

mortgagor S , of Sublette County, State of Wyoming , to secure the payment of Twelve Thousand Eight Hundred Ninety-One & 70/100($12,891.70)- - - Dollars, due 11/15/2000 with interest from 11/15/85 at the rate of ten(10%) per cent per annum, payable monthly ~~XXXXXX~~ evidenced by One (1) promissory note , of even date herewith, payable in 180 equal monthly payments of $138.53 which include interest at the rate of 10% per annum; first said payment due 11/15/85 and on the 15th day of each month thereafter until paid in full; do hereby mortgage to

CHARLES W. MacILVAINE, JR.
Box 1977
Evanston, Wyoming 82930

mortgagee, whose address is

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

Lot Four (4) Block Three (3) Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; to prior mineral reservations of record; and to Protective Covenants for Redstone First and Second Additions to the Town of Pinedale recorded in the office of the County Clerk 2/28/78 in Book 33 of Miscellaneous, page 678.

THIS IS A SECOND MORTGAGE and SUBJECT TO a first mortgage dated 12/7/79 from Robert E. Caldwell and Mildred L. Caldwell, husband and wife, to First Security Bank of Rock Springs securing the original principal sum of $43,775.00 recorded 12/12/79 in Book 32 of Mortgages, page 288, which mortgage was assigned to Wyoming Community Developement Authority in instrument dated 12/11/79, recorded 12/12/79 in Book 32 of Mortgages, page 290, office of the County Clerk, which said mortgage was subsequently assumed by CHARLES W. MacILVAINE, JR., a single man, and thereafter by RAY L PERRY and DARLENE S. PERRY, husband and wife.

Right to accelerate payments of two or more principal payments on any payment date and thus reduce interest is hereby granted by mortgagee. Paying more than one payment will not change the due date or amount of next payment due.

This mortgage is not assumable without the written consent of the mortgagee. In the event of the mortgagor selling, transferring or contracting to sell any of his interest in the above described real property, this mortgage and the note it secures shall become immediately due and payable in full.

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 his legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

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

Dated this 15th day of October A. D. 1985 .

In the presence of

209020

Ray L. Perry
RAY L. PERRY

Darlene S. Perry
DARLENE S. PERRY

RECORDED October 15 1985 2:00 P M
IN BOOK 44 Misc PAGE 376
FEES $6.00 Lou Ann Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

Rlsd. Bk 19 Rel. pg 87 3/20/98 516

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Ray L. Perry and Darlene S. Perry,

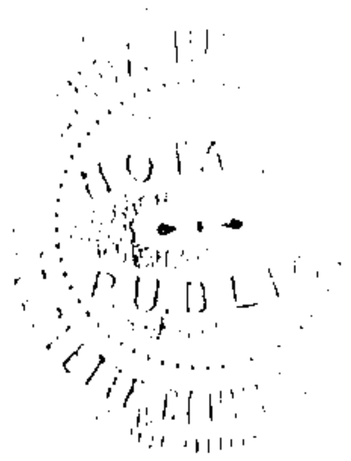
this 15th day of October, 19 85.

Witness my hand and official seal.

Linda Hutton
Signature

Notary Public
Title of Officer

My Commission Expires: May 3, 1989



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

or 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 October 16, 1985. The mortgagor is Richard W. Maas and Jean A. Maas, husband and 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 ------Forty Thousand and no/100---------- Dollars (U.S. $40,000.00). 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, 1988. 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 8 OF THE REDSTONE NEW FORK RIVER SUBDIVISION, SUBLETTE COUNTY, WYOMING.

209028

RECORDED October 16 1985 2:00 PM
IN BOOK 44 Misc PAGE 518
FEES $10.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy MacKenzie

which has the address of West New Fork River Road [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 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 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 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.

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 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.

Richard W. Maas .....(Seal)
RICHARD W. MAAS Borrower

Jean A. Maas .....(Seal)
JEAN A. MAAS Borrower

ACKNOWLEDGMENT

State of Wyoming, Sublette County ss:

The foregoing instrument was acknowledged before me this 15th (date) by

Richard W. Maas and Jean A. Maas
(person acknowledging)

My Commission expires
September 1, 1989

Notary Public

[redacted] [redacted] [redacted]

When recorded, mail to:
Excalibur Leasing, Inc.
858 South State Street
Salt Lake City, Utah 84111

R E A L E S T A T E M O R T G A G E

S. A. GUERRA, a single person, mortgagor, to secure the payment of Ninety Six Thousand Five Hundred Dollars ($96,5000) to EXCALIBUR LEASING, INC., a Nevada corporation, mortgagee, as evidenced by a promissory note of even date hereof in the principal amount of $96,500.00 with interest thereon at the rate of 14% and due on or before October 4, 1993, do hereby mortgage the following described real estate situate in Sublette county, state of Wyoming:

State of Wyoming, County of Sublette, Township 33 North, Range 109 West of 6th P.M., Wyoming, Section 12: E½ of SE¼ and of NE¼. Containing 120 acres, more or less, together with all water and water rights, all improvements and appurtenances thereto appertaining; SUBJECT TO reservations of coal, oil, gas and other minerals of record; SUBJECT TO reservations and restrictions contained in United States patents and to rights of way and easements of record or in use.

The mortgagor agrees to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than $96,500.00 during the life of this mortgage, payable to the mortgagee; and in case she does not the mortgagee may insure said building or buildings and pay said taxes and all amounts so paid shall be added to and considered as part of the above indebtedness hereby secured. In case of default of payment of either interest or principal then the whole indebtedness herein secured shall become due and payable, and the mortgagee may proceed, pursuant to law, to foreclose on said property and in case of foreclosure the mortgagor hereby agrees to pay all costs of the same, including a reasonable attorney's fee.

Dated this 3 day of October, A.D. 1985.

209066

S. A. GUERRA

STATE OF ~~WYOMING~~ UTAH;

ss:

County of S.L.

On the 3 day of October, 1985, personall apprared before me S. A. Guerra, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

RECORDED October 18 1985 11:00 A.M.
IN BOOK 44 Misc PAGE 522
FEES 4.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

NOTARY PUBLIC
Residing at: S.L. County, Utah

523

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 Gordon E. Overbeck & Carol Ann Jill Overbeck Husband and Wife and appears recorded in book 44 of mortgages, beginning on page 511 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

"ALL LANDS DESCRIBED IN SAID MORTGAGE."

209094

RECORDED October 21 1985 9:00 AM
IN BOOK 44 Mtg PAGE 523
FEES $4.00 Lucy 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 15 day of October, 19 85.

By John Allan
Assistant Vice-President

Attest:
Title Assistant Vice-President

STATE OF WYOMING }
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by John Allan

this 15 day of October, 19 85

Witness my hand and official seal.

My Commission expires: 8/8/87

Donna M. Ngai
Notary Public

Title of Officer

8/80

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the Rocky Mountain Federal Savings and Loan Association, a Corporation organized and existing under the laws of the United States of America, of Cheyenne, Wyoming, the Mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by

Michael A. Roquemore and Glenda A. Roquemore, husband and wife

and appears recorded in Book 43 of mortgages, beginning on Page 477
in the office of the County Clerk of Sublette County, Wyoming, and which
covers property described as follows:

SEE ATTACHED EXHIBIT HERETO MADE A PART OF

Together with the note or notes secured thereby, unto the

Citizens Federal Savings & 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 said Rocky Mountain Federal Savings and Loan Association, has hereunto caused its corporate name to be subscribed by its Vice President, duly attested by its Assistant Secretary and its corporate seal to be hereunto affixed, pursuant to due authority thereunto given, this 7th day of March 1985

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____ Vice President.

Attest: _____ Assistant Secretary.

209095

RECORDED October 31 1985 9:20 M
IN BOOK 44 Mtg PAGE 524
FEES $6.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
_____ Deputy

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

On this 7th day of March 19 85, before me appeared Charles J. Ezell as Vice President and Esther E. Schaefer as Asst. Secretary of the Rocky Mountain Federal Savings and Loan Association, Cheyenne, Wyoming, a corporation, to me personally known, who being by me duly sworn, did say that they are the Vice President and Asst. Secretary respectively of the Rocky Mountain Federal Savings and Loan Association, 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 and said officers acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires 2/12/88 Cecelia S. Ray
Notary Public.

LN073

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.

STATE OF WYOMING
FHA Form 2196 m
(Rev. Sept. 1983)

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

(ONE-TIME MIP)

Released BK. 13 REL. PG 540

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That DALE R. SEQUERA and SUSAN B. SEQUERA, (AKA SUSAN J. SEQUERA) Husband and Wife herein designated as Mortgagor, of 44 NOBLE ROAD, , County of SUBLETT , State of WYOMING , to secure the payment of the principal sum of --THIRTY ONE THOUSAND ONE HUNDRED AND NO/100----- Dollars ($ 31,100.00), with interest at the rate of ELEVEN AND ONE HALF per centum (11.50 %) per annum as evidenced by a promissory note of even date herewith to the order of TETON MORTGAGE COMPANY, INC., 140 South Cache Street, Jackson, Wy. 83001

a corporation organized and existing under the laws of the State of Wyoming , hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of ---THREE HUNDRED SEVEN AND 98/100---------- Dollars ($ 307.98), commending on the first day of DECEMBER , 1985 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER , 2015 , hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETT County, State of Wyoming, to wit:

A PARCEL OF LAND LOCATEDIN PART OF THE NE¼NE¼NW¼ OF SECTION 10, T.34N., R.110W., 6TH P.M., SUBLETT COUNTY WYOMING described as follows:

Beginning at the northeast corner of the NE¼NE¼NW¼ of said Section 10; thence, S.89°10'33"W., along the north line of the NE¼NE¼NW¼of said Section 10 a distance of 416.00 feet; thence, S.00°01'34"W., parallel to the east line of the NE¼NE¼NW¼ of said Section 10 a distance of 208.00 feet; thence N.89°10'33"E., parallel to the north line of the NE¼NE¼NW¼ of said Section10 a distance of 416.00 feet; thence, N.00°01'34"E., along the eastline of the NE¼NE¼NW¼ of said Section 10 a distance of 208.00 feet to the point of beginning.

209098

RECORDED October 21 1985 5:00 PM
IN BOOK 44 Mtg PAGE 526
FEES $2.00 Lois J. Yakel COUNTY CLERK
SUBLETT COUNTY PINEDALE, WYOMING
by Carol A. Cheney, Deputy

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

And 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/she 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:

That he or she will pay the indebtedness, as hereinbefore provided.* [illegible]. See below

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 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 (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

526

*Privilege is reserved to pay the debt, in whole or in part, on any installment due date (over)

(b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be 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) ground rents, taxes, special assignments, 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, 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.

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 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/her expense.

6. That he or she 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 or 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 the 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 judgement.

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 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 same 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 excercised by the Beneficiary when the ineligibility for insurance under the National Housing Act is due to the Beneficiary's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or if any instalment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contary 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 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.

[redacted] [redacted] [redacted]

And the said SUSAN B. SEQUERA (a/k/a Susan J. Sequera) wife of the said DALE R. SEQUERA upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 14th day of October, 19 85

In the presence of—

Sally M. Johnson
SALLY M. JOHNSON

Dale R. Sequera
DALE R. SEQUERA

Susan B. Sequera
aka Susan J. Sequera
SUSAN B. SEQUERA (aka SUSAN J. SEQUERA)

THE STATE OF WYOMING }
ss
COUNTY OF TETON }

On this 14th day of October, 19 85, before me personally appeared Dale R. and Susan B. Sequera (a.k.a. Susan J. Sequera) to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart

Given under my hand and official seal, this 14th day of October, A.D. 19 85

STEPHEN M. WALSH Notary Public
County of Teton
State of Wyoming

My commission expires
April 3, 1985

Stephen M. Walsh
STEPHEN M. WALSH 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

U S GOVERNMENT PRINTING OFFICE : 1980-682 321

USGPO: 1980-671-101/199 GPO: 1983--676-013/012

return to
TETON MORTGAGE COMPANY, INC.
140 SOUTH CACHE STREET
P.O. BOX 3904
JACKSON, WYOMING 83001
528

Release - Book B, Page 346
8-12-86

529

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Janice I. Hughes, a married woman herein designated as Mortgagor, of Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty Thousand and no/100----------Dollars ($40,000.00), with interest as evidenced by a promissory note dated September 24, 1985 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 $40,000.00 + Int. ~~each on the first day of each month,~~ ~~each installment to be applied~~ ~~first on interest remaining unpaid~~ due with the final installment on January 22, 1986 hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Block 41, Townsite of Marbleton, Wyoming, South 10 feet of Lot 15; Lot 16; Lot 17; Lot 18;

TOGETHER WITH all buildings, fences and improvements situated thereon or appurtenant thereto;

BUT SUBJECT TO the provisions of United States patents

This mortgage is given in consideration of that certain promissory note of like amount executed by Michael R. Hughes and Janice I. Hughes in favor of First Wyoming Bank, N.A.-Big Piney.

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.

209108

RECORDED October 23 1985 8:00 A M
IN BOOK 44 Mortgages PAGE 529
FEES $8.00 Lola Lake 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 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 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 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 Michael R. Hughes, husband ~~XXX~~ of the said Janice I. Hughes upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgagee all ~~her~~ his rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) has hereunto set herhand(s) this 24th day of September, 1985

In the presence of

x Janice I. Hughes

x Michael R. Hughes

THE STATE OF WYOMING)
COUNTY OF Sheridan) ss:

On this 24th day of September 1985, before me personally appeared Janice I. Hughes & Michael R. Hughes to me known to be the person described in and who executed the foregoing instrument, and acknowledged that They executed the same as free and voluntary 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.

Witness my hand and seal, this 24th day of September, A. D. 1985.

[illegible] expires [illegible], 1989

Notary Public.

MORTGAGE DEED—FORM NO. 4[illegible]

THE MILLS COMPANY, SHERIDAN 141504

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DANIEL T. GEITTMAN and SUSAN GEITTMAN, husband and wife, of Spokane, Washington, and MITCHEL SIMMONS and NANCY SIMMONS, husband and wife, of Pine, Colorado, and STEPHANIE MURPHY, a single woman of Pine, Colorado, each an undivided one-third (1/3) interest;

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

Twenty-seven Thousand ($27,000.00) Dollars, due

with Interest from June 15, 1985 at the rate of 10-½% per cent per annum, payable monthly ~~annually~~

evidenced by a promissory note , of even date herewith, DANIEL T. GEITTMAN and SUSAN GEITTMAN, husband and wife, and MITCHEL SIMMONS and NANCY SIMMONS, husband and wife, and STEPHANIE MURPHY, a single woman,

do hereby mortgage to

DOYLE F. CHILD and ELAINE C. CHILD, husband and wife, of Afton, Wyoming 83110

mortgagee, whose address is P. O. Box 248, Afton, Wyoming 83110

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

The South one-half of tracts six (6) and seven (7) of sheet number ten (10) of the Hoback Ranches Subdivision, as platted and filed in the public records of Sublette County, Wyoming. Subject to the Protective Covenants filed in the public records of Sublette County, Wyoming.

Also, conveying a right-of-way for ingress and egress across the West thirty (30) feet of the N½ of said tract Six (6) and the East thirty-three (33) feet of the N½ of said tract Seven (7).

209114

RECORDED October 23 1985 8:00 A M

IN BOOK 44 Mortgages PAGE 532

FEES $ 6.50 Linda Clarke 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 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 mortgageeS may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgageeS legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including 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. 1985.

In the presence of

Daniel T. Geittman
DANIEL T. GEITTMAN

Susan Geittman
SUSAN GEITTMAN

Mitchel Simmons
MITCHEL SIMMONS

Nancy Simmons
NANCY SIMMONS

Stephanie Murphy
STEPHANIE MURPHY

Released Bk 14 @ Pg 602

State of Washington
County of Spokane } ss.

The foregoing instrument was acknowledged before me by DANIEL T. GEITTMAN and SUSAN GEITTMAN, husband and wife, _____, _____,
this July, 1985.

Witness my hand and official seal.

Raeleen J. McGann
Signature
Notary Public
Title of Officer

My Commission Expires: 6/2/88

STATE OF COLORADO)
) SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by MITCHEL SIMMONS and NANCY SIMMONS, husband and wife, and STEPHANIE MURPHY, a single woman, this 2nd day of AUGUST, 1985. Witness my hand and official seal.

(SEAL)

My commission expires:

Amy L Soucie
NOTARY PUBLIC
April 19, 1989

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, $ _____

CORRECTIVE

ASSIGNMENT OF MORTGAGE

First Wyoming Bank, N.A. -
Kemmerer

FOR VALUE RECEIVED, the , a corporation organized and existing under the Laws of the United States of America, Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said

mortgage, which was given to said mortgagee by Edward C. McGrann, III and Shirley Y. McGrann,
husband & wife

and appears recorded in book 44 of mortgages, beginning on page 372 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

A tract of land described as follows:

Beginning in a point 30 feet south of the southeast corner of Block 4 of the original townsite of Pinedale, Wyoming, and running thence south 250 feet to a point,
Thence west 225 feet to a point which is the beginning of the tract herein described,
Thence south 150 feet,
Thence east 75 feet,
Thence north 150 feet,
Thence west 75 feet to the point of beginning,

Said tract comprising a portion of Lot 1, Section 4, Township 33 North, Range 109 West of the 6th Principal Meridian, Wyoming, being a rectangle 75 feet east and west and 150 feet north and south.

This corrective Assignment of Mortgage is being recorded to correct the page of the Assigned Mortgage and the date on the Assignment of Mortgage recorded September 11, 1985 in Book 44 of Mortgages, Page 376.
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 10th day of September, 19 85.

209126

RECORDED October 23 1985 11:15 A.M
IN BOOK 44 mtg. PAGE 534
FEES $ 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

By First Wyoming Bank, N.A.

Attest: [redacted]
Title Vice-President, Real Estate Loan Dept.

STATE OF Wyoming
COUNTY OF Lincoln } ss.

The foregoing instrument was acknowledged before me by William R. James

this 10th day of September, 19 85

Witness my hand and official seal.

My Commission expires: Bobbie J. Weitzel Notary Public County of Lincoln State of Wyoming My Commission Expires June 29, 1988

Bobbie J. Weitzel
Title of Officer

WCDA Form Number 20
12/79

534

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Teton Mortgage Company, Inc., whose address is P.O. Box 3904., Jackson, Wyoming 83001, a corporation and existing under the laws of the State of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Dale R. Sequera and Susan R. Sequera (aka Susan I. Sequera) and appears recorded in book 44 of mortgages, beginning on page 526 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

"All Lands Described in said mortgage."

209135

RECORDED October 23 1985 3:00 P.M
IN BOOK 44 Mtg. PAGE 535
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

together with the note or notes thereby, to the Fleet Mortgage Corporation P.O. Box 800., Milwaukee, Wisconsin 53201 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 the 14th day of October, 1985.

"NO SEAL."

By A. Rodgers Everett
A. Rodgers Everett, President

Attest Stephen M. Wald

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by A. Rodgers Everett the 14th day of October 1985.

Witness My hand and official seal.
My Commission expires: 11/10/87

Beverley A. Williams

MORTGAGE DEED

THIS INDENTURE, made this 18th day of October, 19 85, between Jack W. Cassle and Frances E. Cassle, 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 Twenty Six Thousand Seven Hundred Sixty Five and no/100---------- 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:

209202

See Exhibit "A" Attached

RECORDED October 28 1985 11:09 A.M.
BOOK 44 Misc PAGE 536
FEE $ 5.00 COUNTY CLERK
Sublette COUNTY CLERK
Dorothy McDevitt

PROPERTY AND FIXTURES MORTGAGED: Including all buildings and improvements thereon or that may hereafter be erected thereon; together with all hereditaments 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 $ 391.50 each, the first such installment being due on the 15th day of November, 19 85, 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, tendering 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.

Jack W. Cassle

Frances E. Cassle

In the presence of

.....

.....

RISE-B.13 P.255

THE STATE OF WYOMING }
COUNTY OF Sublett } ss.

On this 18th day of October, 1985, before me personally appeared
Jack W. Cassle and Frances E. Cassle
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 18 day of October 19 85

My commission expires: March 28, 1986

Notary Public

[illegible] PUBLIC
[illegible] STATE OF WYOMING
[illegible] 28, 1986

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.....

MORTGAGE DEED

[redacted]
.....
.....
.....

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.

[redacted]
.....

ROCKY MOUNTAIN FEDERAL
SAVINGS AND LOAN ASSOCIATION

THAT PART OF THE SW¼NW¼ SECTION 36, T. 30 N., R. 112 W., OF THE 6TH P.M.,

SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Commencing at a corner identical with the southwest corner of that tract of record in the Office of the Sublette County Clerk in Book 10 of Deeds, page 45, N.12°31'E., 645.25 feet from the west one-quarter corner of said Section 36 where is found a 10"x8"x12" quartzite stone marked ¼ on west; thence, N.87°57'E., 202.5 feet along the south line of said tract to the Corner of Beginning; thence, continuing N.87°57'E., 355.34 feet along said south line to the southeast corner of said tract; thence, N.02°03'W., 356.18 feet along the east line of said tract to the northeast corner of said tract on the south right-of-way line of Milleg Lane; thence, N.81°49'W., 246.66 feet along the north line of said tract and said right-of-way line to a point; thence, S.87°57'W., 112.60 feet along said north line and said right-of-way line to a point; thence, S.02°03'E., 400.00 feet to the Corner of Beginning.

539 Rel. Bk 13 pg 449

MORTGAGE

THIS MORTGAGE is made this 1st day of October, 19 85, between the Mortgagor, Wanda F. Robbins a/k/a Wanda F. Wash (herein "Borrower"), and the Mortgagee, First Wyoming Bank, N.A.-Sheridan, a corporation organized and existing under the laws of the state of Wyoming whose address is P.O. Box 2089, 29 N. Gould St., Sheridan, WY 82801 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One hundred seventeen thousand, six hundred seventy six and 36/100------ Dollars, which indebtedness is evidenced by Borrower's note dated October 1, 1985 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 10, 1986;

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

A TRACT OF LAND LOCATED IN THE E½SE¼ OF SECTION 32 AND PART OF THE W½SW¼ OF SECTION 33, T. 31 N., R. 109 W., 6TH P.M., SUBLETTE COUNTY, WYOMING more particularly described as follows:

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

EXCEPTING any and all right, title and interest of the State of Wyoming within the boundary of the New Fork River.

209206

RECORDED October 28, 1985 11:00 AM
IN BOOK 49 Mtg FILE 539
Jan J. Oake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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.

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.

Wanda F. Robbins
Wanda F. Robbins — Borrower

Wanda F. Wash
Wanda F. Wash — Borrower

STATE OF WYOMING, Sheridan County ss:

The foregoing instrument was acknowledged before me this October 1, 1985 [date] by

Wanda F. Robbins a/k/a Wanda F. Wash [person acknowledging]

My Commission expires: 6-5-87

Notary Public

Pamela F. McChesney
County of Sheridan
Notary Public
State of Wyoming
My Commission Expires: June 5, 1987

(Space Below This Line Reserved For Lender and Recorder)

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 23rd day of OCTOBER

19 85 , LARRY K. BECK and SUSAN BECK, Husband and Wife who,

whether one person or more, are herein called MORTGAGOR whose address is 129 SOUTH FRANKLIN PINEDALE, SUBLETTE COUNTY, WYOMING 82941 hereby MORTGAGES

to MORTGAGEE, namely: TETON MORTGAGE COMPANY, INC.

whose address is 140 SOUTH CACHE STREET, P.O. BOX 3904, TETON COUNTY, JACKSON, WYOMING 83001

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

The South 15 feet of Lot 5, all of Lots 6 and 7, Block 13, Pines Addition to the Town of Pinedale, Sublette County, Wyoming.

including all buildings and improvements thereon, or that may hereinafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and 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 ----NINETY TWO THOUSAND TWO HUNDRED AND NO/100----- DOLLARS

($ 92,200.00) with interest at the rate of ELEVEN AND ONE HALF per centum (11.50 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of --NINE HUNDRED THIRTEEN AND 05/100--- DOLLARS

($ 913.05), commencing on the 1st day of DECEMBER , 19 85 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of NOVEMBER ,

2015 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 October 30 1985 3:30 PM
IN BOOK 44 mtg. PAGE 543
Lois J. Yake, COUNTY
SUBLETTE COUNTY CLERK

208243

[redacted] [redacted] [redacted]

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

Larry K. Beck
LARRY K. BECK — Mortgagor

Susan Beck
SUSAN BECK — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 23rd day of OCTOBER, 1985, before me personally appeared Larry K. Beck and Susan Beck, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Stephen M Walsh
Notary Public

My commission expires on the 3rd day of April, 1988.

STEPHEN M. WALSH - Notary Public
County of Teton — State of Wyoming

Return to:
TETON MORTGAGE COMPANY, INC.
140 SOUTH CACHE STREET
P.O. BOX 3904
JACKSON, WYOMING 83001

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Teton Mortgage Company, Inc., whose address is P.O. Box 3904., Jackson, Wyoming 83001, a corporation and existing under the laws of the State of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by

Larry K. Beck and Susan Beck

and appears recorded in book 44 of mortgages, beginning on page 545 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

The south 15 Feet of Lot 5, all of Lots 6 and 7, Block 13, Pines Addition to the Town of Pinedale, Sublette County, Wyoming.

209244

RECORDED October 30 1985 3:30 P.M
IN BOOK 44 Mtg PAGE 545
FEES $4.00 Lois A. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

together with the note or notes thereby, to the

Fleet Mortgage Corporation

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 the 24th day of October, 1985.

By ~~XXXX

AQPNM & AQP - WYOMING MTG.

BANK

BIG HORN COUNTY
FREMONT COUNTY
LINCOLN COUNTY
NATRONA COUNTY
+PARK COUNTY
PLATTE COUNTY
SUBLETTE COUNTY
SWEETWATER COUNTY
UINTA COUNTY
WASHAKIE COUNTY

CLIENT

209265

RECORDED November 4 1985 8:00 AM
IN BOOK 44 Mtg PAGE 546
FEES $21.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

MORTGAGE
ASSIGNMENT OF PRODUCTION
AND
SECURITY AGREEMENT

Please return documents with filing information to

TEXAS AMERICAN BANK/FORT WORTH, N.A.
Special Loan Department
P. O. Box 2050
Fort Worth, Texas 76113

THIS DOCUMENT SHALL BE EFFECTIVE AS, AMONG OTHER THINGS, A SECURITY AGREEMENT AND FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE. COLLATERAL INCLUDES FIXTURES AND OIL AND GAS AND ACCOUNTS TO BE FINANCED AT THE WELLHEAD OF THE WELLS DESCRIBED IN EXHIBIT A.

THIS DOCUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDERS OF THE COUNTIES LISTED ON EXHIBIT A HERETO.

THE MORTGAGOR, AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH INTEREST IS DESCRIBED IN EXHIBIT A ATTACHED HERETO.

TEXAS AMERICAN BANK/FORT WORTH N.A.

MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

This Mortgage, Assignment of Production and Security Agreement, made and entered into by and between AMERICAN QUASAR PETROLEUM CO. and AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO whose address is 2500 Texas American Bank Building, Fort Worth, Texas 76102 (hereinafter called "Mortgagor") and TEXAS AMERICAN BANK/FORT WORTH, N.A. whose address is 500 Throckmorton Street, Fort Worth, Texas 76102 (hereinafter called "Mortgagee");

WITNESSETH:

WHEREAS, all conditions necessary to authorize the execution of this Mortgage, Assignment of Production and Security Agreement and creation of the indebtedness hereinafter described in Article II have been complied with;

NOW, THEREFORE, in consideration of the purposes and trusts herein set forth and of the sum of One Dollar ($1.00) to Mortgagor in hand paid by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, and to secure and enforce the payment of the indebtedness herein after in Article II described and the performance of the covenants herein:

ARTICLE I. GRANTING CLAUSE

1:01. Mortgagor does hereby grant, sell, assign, transfer, set over, convey, pledge, mortgage and warrant unto Mortgagee, its successors and assigns forever, the interests in, to and under those certain oil and gas leases, leasehold estates and lands, all as specifically described and set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, and any and all other rights, titles and interests which Mortgagor may own in, to and under said oil and gas leases, leasehold estates and lands, together with all and singular Mortgagor's right, title and interest in and to all oil and gas wells presently situated thereon, and personal property, fixtures and equipment situated thereon, appurtenant thereto or used in connection therewith, insofar as the said oil and gas leases cover the lands described and set forth in Exhibit "A", together with all of Mortgagor's right, title, interest and estate in and to the net interest in production of Mortgagor (subject to the terms of Article VII hereof) as described and set forth in Exhibit "A", together with all rights, titles, powers and privileges owned and held by the Mortgagor therein or arising therefrom. There is expressly mortgaged hereby all interests Mortgagor may hereafter acquire in the Mortgaged Property and all rights Mortgagor owns or hereafter acquires pursuant to any forced pooling order.

The above described property is hereinafter sometimes referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the interests and property described and set forth in Exhibit "A" together with all and singular the rights, privileges, hereditaments and appurtenances thereto anywise belonging unto the said Mortgagee and its assigns in trust forever.

Mortgagor hereby covenants, warrants and represents that it is lawful owner and holder of the above describec interest and property; that it has good right and authority to mortgage and convey the same; that said interests and property are free and clear of all liens and emcumbrances, except as may be set forth in Exhibit "A", that the oil and gas leases described in Exhibit "A" are valid and subsisting; and that Mortgagor does hereby bind itself, its successors and assigns, to forever warrant and defend all and singular its interest in the above described Mortgaged Property unto the Mortgagee, its successors and assigns against the lawful claims and demands of every person whomsoever claiming or to claim the same or any part thereof.

ARTICLE II. INDEBTEDNESS SECURED

2:01 This Mortgage is given to secure the following indebtedness, obligations and liabilities of Mortgagor now or hereafter owing to Mortgagee (hereinafter referred to as the "Secured Indebtedness"), to wit:

A. Those certain promissory notes executed by Mortgagor dated September 24, 1985, payable to the order of Mortgagee at its offices in the principal amounts of $9,895,000.00 and $35,000,000.00, bearing interest as therein provided (said promissory notes and any renewals and/or extensions thereof being hereinafter referred to as the "Promissory Note").

B. Any and all other, further and additional indebtedness or obligations of Mortgagor to Mortgagee, its successors and assigns, upon which Mortgagor may now be or may hereafter become liable or indebted, either as principal, surety, guarantor, or in any other capacity, primary, secondary, directly or indirectly, and regardless of the manner in which such indebtedness or obligation is incurred.

C. All future advances which may hereafter be made by Mortgagee at its sole option from time to time during a period of five (5) years from and after the date hereof; provided, however, that the aggregate principal indebtedness to be secured by this Mortgagee, Assignment of Production and Security Agreement shall not at any time exceed the sum of $55,000,000.00 and the repayment of such future advances shall be secured hereby as though said future advances were part of the original indebtedness hereby secured.

D. Any and all extensions and renewals of the above-described indebtedness and obligations, or any part thereof, including principal and interest.

ARTICLE III. DEFEASANCE

3:01. If Mortgagor, its successors in interests, or assigns, shall well and truly pay or cause to be paid to the Mortgagee, all of the Secured Indebtedness as the same becomes due and payable and shall well and truly keep and perform all covenants, conditions and agreements herein contained on the part of Mortgagor, to be kept and performed, then and in that event all of the property, rights and interests hereby bargained, sold, assigned and conveyed shall revert to Mortgagor and the estate, right, title and interest of the Mortgagee therein shall thereupon cease and terminate and be of no further force and effect, and the Mortgagee, in such case, upon demand of the Mortgagor and at Mortgagor's cost and expense, shall execute good and sufficient instrument or instruments releasing the Mortgagee's lien and acknowledging satisfaction of said indebtedness provided, however, that no such release shall impair or discharge Mortgagor's warranties and indemnities as set out herein, and Mortgagor's obligations to indemnify and save the Mortgagee harmless from adverse claims by reason of any title defect existing while the Secured Indebtedness is unpaid shall, despite any such release, remain in full force and effect.

ARTICLE IV. COVENANTS OF MORTGAGOR

4:01. For the purpose of better securing the payment of the Secured Indebtedness, Mortgagor does covenant and agree as follows:

1. That Mortgagor will preserve and maintain its right to transact business in the states where the Mortgaged Property is situated and pay all franchise taxes and other fees in connection therewith before they become delinquent.
2. That Mortgagor has good right and lawful authority to execute and deliver this instrument and to grant the lien hereby created.
3. That Mortgagor will keep in full force and effect every oil and gas lease at any time constituting part of the Mortgaged Property and will perform all covenants and conditions imposed upon the original Lessee, or his assigns, or upon Mortgagor, and expressly contained in such leases, or any assignment thereof, or any agreement in connection therewith, as well as all implied covenants or obligations imposed in connection with such leases upon the original Lessee, and will do all things and perform all acts necessary or proper to maintain said lease in full force and effect.
4. That Mortgagor will continuously operate, or cause to be operated, in a good and workmanlike manner, the wells now existing on the Mortgaged Property, and will faithfully comply with the proration and conservation laws of the state where said property is situated, and all rules and regulations of any governmental agency, either state or federal, from time to time lawfully constituted to regulate the operation of oil and gas leases.
5. That Mortgagor will not at any time, in any manner, encumber the Mortgaged Property, or the personal property used in connection therewith, or permit same to be encumbered by any other lien, and that in connection with the operation and equipping of the Mortgaged Property, Mortgagor will promptly pay all laborers and materialmen for labor, supplies or material furnished in connection therewith, and will not permit any such obligation to become a lien against the Mortgaged Property, even though junior thereto; but nothing herein shall be deemed a waiver of the priority of the lien hereof as against the claims of any laborer of materialmen, or to give to any laborer or materialman any rights hereunder, or any right of action upon this covenant against the Mortgagor.
6. That Mortgagor will pay, or cause to be paid, all lawful taxes and assessments upon the Mortgaged Property, as well as all taxes and assessments incident to or in connection with the operation of the oil and gas leases subject hereto, and the production of oil, gas and other minerals therefrom.
7. That Mortgagor will keep and maintain, or cause to be kept and maintained, all buildings, improvements, equipment, machinery and personal property situated on the Mortgaged Property and used in connection with the operation of that portion of the oil and gas leases subject hereto in a good state of repair, and will not suffer or permit any of the same to be removed without first obtaining the written consent of Mortgagee.
8. Mortgagor will keep or cause to be kept insured all of the Mortgaged Property which is of a character usually insured by persons, firms or corporations similarly situated and operating like properties. Said property so insured shall be insured with insurers of good standing and satisfactory to Mortgagee, and all policies covering said properties so insured shall carry a loss payable clause in favor of Mortgagee as its interest may appear. Said policies or proper certificates thereof shall be delivered to Mortgagee. Mortgagee shall have the right to collect, and Mortgagor hereby assigns to Mortgagee, any such policies of insurance by reason of damage, loss or destruction of the Mortgaged Property or any part thereof, and Mortgagee may apply all such sums or any part thereof, at its election, toward the payment of the Secured Indebtedness, whether the same be then due or not, application to be made first to interest, then to principal, and shall deliver the balance, if any, after such application has been made over to Mortgagor.
9. That in the event Mortgagor fails and refuses to pay or discharge, before the same become delinquent, any and all taxes, liens, assessments or other charges against the Mortgaged Property, Mortgagee shall have the right, but shall not be obligated to pay off said charges against said property, and, in such event, shall be subrogated to the rights, liens, and equities thereof, and the amount so paid, together with interest thereon at the same rate provided for in the Promissory Note from the date of any such payment, shall be added to the indebtedness secured by this Mortgage.
10. That no right or remedy in favor of Mortgagee granted in or secured by this instrument shall be considered as exclusive, but all rights and remedies hereunder shall be cumulative of each other and of all other rights and remedies and securities which Mortgagee may now or hereafter have securing the Secured Indebtedness.
11. Mortgagor hereby waives all rights of marshalling of assets in the event of foreclosure of the lien hereby created.
12. Upon request of Mortgagee, to promptly correct any defect which may be discovered after the execution and delivery of this Instrument in the execution or acknowledgment hereof, or in the description of the property covered hereby, and to execute, acknowledge and deliver such further assurances and instruments as shall in the opinion of Mortgagee be necessary and proper to convey and assign to Mortgagee all the Mortgaged Property herein conveyed or assigned hereunder.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

4:02. Mortgagee at all times shall have the right, but shall not be obligated, to release any part of the Mortgaged Property now or hereafter subject to the lien hereof or any part of the proceeds of production or other income hereinafter assigned or pledged without releasing any other part of said property, proceeds or income, and without affecting the lien hereof as to the part or parts thereof not so released, or the right to future proceeds and income.

ARTICLE V. DEFAULT AND FORECLOSURE

5:01. It is understood and agreed that if any one or more of the following events should happen, to-wit:

A. Mortgagor shall make default in the punctual payment of the Secured Indebtedness or any part thereof, principal or interest, as same becomes due and payable; or

B. Mortgagor shall in any respect fail to keep and perform any of the covenants, conditions or requirements provided to be kept and performed by Mortgagor herein; or

C. While this Mortgage is in force and effect, Mortgagor or the Mortgaged Property or any substantial part thereof shall become involved in bankruptcy or any receivership proceedings by or against Mortgagor under Chapter X of the Federal Bankruptcy Act; or

D. Mortgagor's title to the Mortgaged Property or any substantial part hereof shall become the subject of litigation which would or might on final determination result in substantial impairment or loss of the security provided for herein; or

E. Mortgagor shall make an assignment for the benefit of creditors or apply for relief under any State or Federal Act for the relief of debtors;

F. In Mortgagee's opinion, reasonably exercised, the prospect of repayment of the indebtedness secured hereby becomes substantially impaired.

Then, and in every such event, Mortgagor shall be in default hereunder, and Mortgagee, at its option, may declare the entire Secured Indebtedness immediately due and payable and may foreclose this Mortgage in the manner provided by law, including institution of a suit to foreclose the same, and in any such suit, Mortgagee, at its option, may apply for and be entitled, without notice to the appointment of a receiver to take possession and control of, operate, maintain and preserve the Mortgaged Property, including the production and sale of oil, gas and other minerals therefrom, and to apply the proceeds from the sale of such products upon the indebtedness secured hereby until paid. Mortgagor waives all notice of the filing and hearing of an application by Mortgagee for the appointment of a receiver. At its option, instead of applying for a receiver, Mortgagee may enter upon the property and collect the income, rents, and profits thereof, the same being pledged as additional security for the Secured Indebtedness. Upon foreclosure or possession by Mortgagee or appointment of a receiver upon Mortgagee's application, all proceeds obtained therefrom shall be applied first to the payment of all costs and expenses incurred by Mortgagee in its operation of the property, including reasonable attorney's fees; second to the payment of all costs and expenses incurred by any receiver appointed; third to the payment of all costs and expenses of foreclosure, including a reasonable attorney's fee; and fourth to the payment of the Secured Indebtedness, in such order as Mortgagee may choose. If the law of any state or states within which any such sale is to be conducted shall provide for different or additional requirements than those specified herein as prerequisites to or incidental to such sale, then in that event the provisions of such law or laws of such state or states shall be deemed to have been set forth herein at length, and any conflicting provisions hereof shall be disregarded, and the method of sale required by any such law or laws of any such state or states shall, insofar as may be necessary, be substituted herein as the method of sale in lieu of that set forth above.

ARTICLE VI. ADDITIONAL RIGHTS AND REMEDIES OF THE MORTGAGE

6:01. If Mortgagor shall fail to comply with the covenants set forth under Covenants of Mortgagor above, then Mortgagee may, but shall not be obligated to, perform the same for the account and at the expense of Mortgagor, and any and all expenses incurred and paid in so doing shall be payable by Mortgagor to Mortgagee, with interest at the same rate as provided in the Promissory Note from the date when the same were so incurred or paid, and the amount thereof shall be payable on demand, and shall be secured by and under this Mortgage, Assignment of Production and Security Agreement, and the amount and nature of expense and time when paid shall be held fully established by the affidavit of Mortgagee or any officer or agent thereof; provided, however, that the exercise of the right of advancement shall in no wise be considered or constitute a waiver of the right of Mortgagee to declare the indebtedness secured by this Mortgage, Assignment of Production and Security Agreement to be at once due and payable.

ARTICLE VII. ASSIGNMENT OF RUNS

7:01. As additional security for the payment of the Secured Indebtedness, Mortgagor does hereby transfer, assign, warrant and convey unto Mortgagee, its successors and assigns, one hundred per cent (100%) of the oil, gas and other minerals applicable to Mortgagor's interest in and to the Mortgaged Property, and produced, saved and sold therefrom, and proceeds and accounts arising from the sale thereof, from and after first runs and Mortgagor hereby agrees by appropriate division or transfer order to direct any purchaser now or hereafter taking the production from the Mortgaged Property to pay Mortgagee the proceeds derived from the sale thereof and to continue to make such payments until notified by Mortgagee to discontinue the same.

7:02. The foregoing assignment is subject to the following terms and conditions:

A. Mortgagee may at any time and from time to time, at its option, release to Mortgagor all or any portion of funds received by Mortgagee hereunder, without in any manner impairing, releasing or discharging the lien of this Mortgage, Assignment of Production and Security Agreement or the effect of the assignment in Section 7:01 or the validity or subsistence of the Secured Indebtedness.

B. Upon full and final payment of the Secured Indebtedness, Mortgagee, at the request of Mortgagor, and at Mortgagor's expense, shall execute, without warranty, and deliver to Mortgagor a reassignment hereof.

7:03. All payments received by Mortgagee pursuant to Section 7:01 shall be placed in a cash collateral account and on the 1st day of each month applied, as follows:

FIRST: to the payment and satisfaction of all costs and expenses incurred in connection with the collection of such proceeds and the payment and reimbursement of all items of the indebtedness not evidenced by any note.

SECOND: to the payment and satisfaction of the accrued interest on the Secured Indebtedness;

THIRD: to the amounts of principal then due and owing on the Secured Indebtedness;

FOURTH: the balance, if any, shall either be applied on the then unmatured principal amounts of the Secured Indebtedness or at Mortgagee's option may be released to Mortgagor.

7:04. Mortgagee is hereby absolved from any 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 Mortgagor for funds actually received.

7:05. It is expressly agreed that any pipeline company or other purchaser or purchasers of said oil, gas and other minerals produced and marketed from the Mortgaged Property shall not be responsible for, nor be under any duty to look to the proper application by the Mortgagee of the oil and gas runs and proceeds or production paid to Mortgagee. The Mortgagee is authorized to receive, collect and receipt for the proceeds of the sale of production assigned to it hereunder, and to apply the funds so received by it in the manner provided in Section 7:03 hereof.

7:06. Should any purchaser taking the production from the Mortgaged Property fail to make payment promptly to Mortgagee in accordance with this assignment, then Mortgagee shall have the right to demand a change of connection and to designate another purchaser with whom a new connection may be made without any liability on the part of Mortgagee in making such selection so long as ordinary care is used in the making thereof; and upon failure of Mortgagor to consent to such change of connection, the entire indebtedness secured hereby may immediately be declared due and payable at the option of the Mortgagee and the Mortgaged Property shall become subject to foreclosure proceedings hereunder.

7:07. Mortgagor covenants to cause all pipeline companies or purchasers of the oil, gas and other minerals produced from the Mortgaged Property and all other parties from whom Mortgagor is entitled to receive proceeds from production to pay promptly to the Mortgagee the interest of Mortgagor in the proceeds of the sale thereof, and Mortgagor covenants to execute and deliver to said pipeline companies or other purchasers and such other parties proper transfer orders or other documents as may be necessary or proper to effect the intent of these presents, and the Mortgagee shall never be required as a condition precedent to the Mortgagee's right to obtain the proceeds of such oil, gas and other minerals to warrant its title thereto, or to make any guaranty whatsoever. Any expense incurred by the Mortgagee in the collection of said proceeds shall be promptly repaid by Mortgagor, and prior to such repayment shall be a part of the indebtedness.

7:08. It is understood and agreed that the Secured Indebtedness hereby shall be paid promptly to Mortgagee in accordance with the terms and provisions of the Promissory Note, Instruments and other agreements evidencing same, regardless of whether the proceeds of the production hereby assigned are sufficient to pay the same, and this assignment of all production from the Mortgaged Property and the proceeds thereof shall not in any manner be construed to affect the terms and provisions of the Promissory Note, Instruments, and other agreements evidencing such indebtedness or the terms or provisions of the Mortgage, Assignment of Production and Security Agreement securing the same or Mortgagor's liability thereunder.

7:09. Notwithstanding the other provisions in this Article, Mortgagee, or any receiver appointed in judicial proceedings for the enforcement of this instrument, shall have the right to receive all the hydrocarbons herein assigned and the proceeds therefrom after any promissory note has been declared due and payable in accordance with the provisions of Article V hereof and to apply all of said proceeds as provided in Section 7:03 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.

7:10. Mortgagor agrees to indemnify Mortgagee against all claims, action, liabilities, judgments, costs, attorney's fees or other charges of whatsoever kind or nature made against or incurred by Mortgagee as a consequence of the assertion, either before or after the payment in full of the Secured Indebtedness, that it received hydrocarbons herein assigned or the proceeds thereof claimed by third persons, and Mortgagee shall have the right to defend against any such claims, employing attorneys therefor, and unless furnished with reasonable indemnity, Mortgagee shall have the right to pay or compromise and adjust all such claims. Mortgagor will indemnify and pay to Mortgagee any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against Mortgagee. The obligations of Mortgagor as hereinabove set forth in this Section 7:10 shall survive the release of this instrument.

7:11. The rights under this assignment are cumulative of the other rights, remedies and powers granted under this Mortgage, Assignment of Production and Security Agreement and are cumulative of any other security which Mortgagee now holds or may hereafter hold to secure the payment of the Secured Indebtedness.

ARTICLE VIII. POSSESSION UNTIL DEFAULT AND UNITIZATION

8:01. Until an event of default, defined in Article V hereof, shall happen and be continuing, Mortgagor shall retain full possession of the Mortgaged Property (subject to the provisions of Article VII hereof with respect to assignment of proceeds from production) and shall manage, operate, develop and use the same and every part thereof, but subject to all of the terms and provisions of this Mortgage, Assignment of Production and Security Agreement.

8:02. Mortgagor shall not without the prior written consent of the Mortgagee, pool or unitize all or any portion of the lands comprising the Mortgaged Property with any other lands, and, if such consent is given and such pooling or unitized area and other rights, property and facilities and that portion of the total production from the pooled or unitized area which is allocated to the Mortgagor in respect of that portion of the Mortgaged Property contributed to the pool or unit shall be deemed to be included in the Mortgaged Property and all proceeds of the sale of such portion of production shall be deemed to be assigned to the Mortgagee as if specifically mentioned in Section 7:01 hereof.

ARTICLE IX. MISCELLANEOUS

9:01. If, while this Mortgage, Assignment of Production and Security Agreement is in effect, the title of Mortgagor, its successors or assigns, to the property herein described, or any part thereof, or the priority of the lien of this Mortgage, Assignment of Production and Security Agreement or of the assignment of the production and proceeds thereof, and the rights of the Mortgagee to receive such proceeds thereunder, are questioned or attacked, directly or indirectly, by suit or other judicial proceedings, or in any other manner, or if a controversy of any nature arises relative to such title or the priority of such lien, or if after this Mortgage, Assignment of Production and Security Agreement is released, any person shall make a claim or demand against Mortgagee, on account of any monies paid to it under the assignment of proceeds herein contained, or on account of any action or omission of Mortgagee hereunder, then the Mortgagor agrees to protect and save harmless said Mortgagee from any and all costs, losses, damages or claims by reason of such attack, controversy, suit, claim or demand, and Mortgagee is hereby authorized and instructed at the cost and expense of Mortgagor, to take such steps as in Mortgagee's judgment may be necessary or proper to defend against such claims, demand, controversy, suit or attack, including the employment of counsel, prosecution and defense of litigation, and the compromise or discharge of such charges or claims, or attorney's fees, court costs and all other expenses of every kind and nature while this Mortgage, Assignment of Production and Security Agreement remains in effect, shall become an additional part of the debt secured hereby, bearing the note rate of interest, shall be payable on demand, and shall be secured by the lien of this Mortgage, Assignment of Production and Security Agreement (the same not having been previously released) upon the property herein described; and, whether before or after this Mortgage, Assignment of Production and Security Agreement is released, Mortgagor agrees to pay to Mortgagee on demand all such sums and expenses paid and suffered by Mortgagee and that the same shall be secured by subrogation to all the rights, liens, equities, superior title and benefits held, owned, possessed and received at any time by any owner or holder of any claim, lien assessment, charge or expense so paid. The rights of Mortgagee under this paragraph may be availed of by Mortgagee and exercised at any time, regardless of whether the indebtedness secured hereby be then due or not; and it is distinctly understood that the release of this Mortgage, Assignment of Production and Security Agreement shall not relieve Mortgagor of its liability to save Mortgagee harmless from any damage suffered on account of any claim or demand made against it after release of this Mortgage, Assignment of Production and Security Agreement.

9:02. The term "Mortgagee" herein used shall include any lawful owner, holder or pledgee of any indebtedness secured hereby, and in this connection it is understood that the indebtedness secured hereby may be assigned in whole or in part. The terms used to designate the parties shall be deemed to include the respective heirs, representatives, successors and assigns of such parties.

9:03. All notices and other communications made pursuant hereto shall be made to the parties hereto at their respective addresses as set forth below or to such other addresses as they may from time to time specify by written notification to the other parties.

MORTGAGOR

AMERICAN QUASAR PETROLEUM CO. and
AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

2500 Texas American Bank Building

Fort Worth, Texas 76102

MORTGAGEE

TEXAS AMERICAN BANK/FORT WORTH N.A.

500 Throckmorton Street

Fort Worth, Texas 76102

Attention: Peter A. MacQueen

9:04. Renewals and extensions of the Secured Indebtedness and obligations may be made at any time, and new notes may be accepted to extend the time for payment of same, and this Mortgage, Assignment of Production and Security Agreement shall constitute a continuing lien and mortgage securing such indebtedness and obligations and any such extension and renewal of such indebtedness and obligations shall operate to extend and renew the liens hereby granted.

9:05. Mortgagor, for itself and its successors, and for any and all persons ever claiming any interest in the Mortgaged Property, hereby waives all rights of marshalling in event of foreclosure of the lien hereby created.

9:06. This agreement and any indebtedness secured hereby, and any agreement executed in connection with this transaction are expressly limited so that in no contingency or event whatsoever shall the amounts paid or agreed to be paid to Mortgagee for the use, forebearance or detention of money to be advanced hereunder or under the terms and provisions of any of the secured indebtedness referred to herein, exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any of the indebtedness secured hereby, or fulfillment of any of the provisions of any instruments which are made a part of this transaction at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to fulfill shall be reduced to the limit of such validity, and, if from any circumstance, Mortgagee or the holder of such indebtedness, shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the provisions of said secured indebtedness, and not to the payment of interest. This provision shall control every other provision of such secured indebtedness and this agreement.

9:07. Any and all covenants in this instrument may from time to time by instrument in writing signed by Mortgagee be waived to such extent and such manner as Mortgagee may desire, but no such waiver shall ever affect or impair Mortgagee's right or liens hereunder, except to the extent specifically stated in such written instrument.

9:08. This Mortgage, Assignment of Production and Security Agreement shall serve as a Security Agreement and a Financing Statement under the Uniform Commercial Code. Mortgagor hereby grants to Mortgagee a security interest in all of Mortgagor's rights in the Mortgaged Property. Such Mortgaged Property consists of equipment, general intangibles, accounts, contract rights, inventory, fixtures, and any and all other personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code, including the proceeds and products from any and all such personal property. Upon the happening of any of the Events of Default, Mortgagee is and shall be entitled to all the rights, powers and remedies afforded a secured party by the Uniform Commercial Code with reference to the personal property and fixtures in which Mortgagee has been granted a security interest herein, or the Trustee or Mortgagee 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 Mortgagees 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 other Secured Indebtedness.

9:09. Appraisement of the Mortgaged Property located in the State of Oklahoma may be waived at the option of Mortgagee, such option to be exercised prior to or at the time Judgment is entered in any foreclosure proceeding. Pursuant to Article 39-5-19 New Mexico Statutes, Annotated 1978 Comp., Mortgagor agrees that as to the Mortgaged Property situated in New Mexico, the redemption period will be shortened to one month.

9:10. Mortgagor shall not sell, convey, mortgage or grant security interests in or otherwise dispose of or encumber any of the Collateral nor any of Mortgagor's right, title or interest therein (excluding sales of severed Hydrocarbons in the ordinary course of Mortgagor's business) without first securing Mortgagee's written consent.

9:11. Mortgagor shall keep proper books of record and account in which complete and correct entries shall be made of Mortgagor's transactions in accordance with generally accepted accounting principles and shall furnish or cause to be furnished to Mortgagee:

A. Within 90 days after the close of each fiscal year, the balance sheet of Mortgagor as of the close of such fiscal year and Mortgagor's surplus statement for such fiscal year certified by a certified public accountant acceptable to Mortgagee; and

B. Within 45 days after the close of each of the first three quarters in each fiscal year, the balance sheet of Mortgagor as of the close of such quarter and Mortgagor's surplus statement and income statement for such quarter certified by Mortgagor, or if, Mortgagor is a corporation or partnership, by an authorized financial officer or partner of Mortgagor; and

C. Upon request of Mortgagee, but not more than once a year, reports prepared by an independent person or firm acceptable to Mortgagee concerning: (1) the quantity of Hydrocarbons recoverable from the Oil and Gas Properties; (2) the projected income and expense attributable to the Collateral; 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 Collateral, the decision as to which may increase or reduce the quantity of Hydrocarbons ultimately recoverable, or the rate of production thereof; and

D. Monthly, a report showing the gross proceeds from the sale of hydrocarbons produced from the Oil and Gas Properties described in EXHIBIT A (including any thereof taken by Mortgagor for Mortgagor's own use); the quantity of such Hydrocarbons sold; the severance, gross production, windfall profit, 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 Mortgagee may reasonably request (upon request of Mortgagee, the reports referred to in subdivision C above and this subdivision D shall set forth the information required on a lease or unit basis); and

E. Such other information concerning the business and affairs and financial condition of Mortgagor as Mortgagee may from time to time reasonably request.

9:12. This instrument may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular counterpart portions of EXHIBIT A hereto which describe properties situated in Counties other than the County in which such counterpart is to be recorded may have been omitted.

9:13. The indebtedness secured hereby may evidence, in part, money loaned or advanced by Mortgagee to Mortgagor, at the special instance and request of Mortgagor, to renew and extend the unpaid balance of certain obligations which Mortgagor represents are valid and payable in accordance with their tenor and effect and are secured by valid and subsisting liens against the mortgaged property or portions thereof, and in such event, Mortgagee is hereby expressly subrogated to any and all rights, titles, liens, equities and remedies securing same.

9:14 Each and every right, power and remedy herein given to Mortgagee shall be cumulative and not exclusive; and each and every right, power and remedy specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by Mortgagee and the exercise or the beginning of the exercise of any such right, power or remedy shall not be deemed a waiver of any other right, power or remedy. No delay or omission by the Mortgageee in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

9:15 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.

9:16 Additional Provisions:

This instrument is executed pursuant to that Loan Agreement dated September 24, 1985, between Mortgagor as Borrowers and Mortgagee, Texas American Bank/Fort Worth, N.A., First Interstate Bank of California, The Bank of New York, Bank of Montreal (Chicago Branch), Continental Illinois National Bank and Trust Company of Chicago, InterFirst Bank Fort Worth, N.A. and MBank Fort Worth, N.A. as Lenders.

Wherever the term "Bank" is used in this instrument, it shall be deemed to mean "Bank in its capacity as Operating Agent" under said Loan Agreement.

This instrument has been ratified by U. S. Quasar Partnerships 1978-1, 1979-2, 1979-3, 1980-0, 1980-4, 1981-1, 1981-2 and 1981-3 and by the various limited partnerships which, along with AQPNM, are the general partners of said various U. S. Quasar partnerships. The limited partnerships hold varying interests in the oil and gas properties described in EXHIBIT "A", record title to said properties being in AQPNM. It is not the intent of AQPNM to mortgage any interest in the oil and gas properties described in EXHIBIT "A" which is beneficially owned by a limited partnership.

The table hereinafter set forth reflects the beneficial interests of the various limited partnerships in the oil and gas properties described in EXHIBIT "A", which interests are not mortgaged hereby. All page references are to the numbers set forth in the lower right hand corner of each page of EXHIBIT "A".

PAGES	LIMITED PARTNERSHIPS	PERCENTAGE OF INTEREST OF LIMITED PARTNERSHIPS IN OIL & GAS PROPERTIES
6	78-1	65.0
7	78-1	65.0
8/Lse. 44	79-2, 79-3	55.0
9/Lse. 55	80-0, 80-4	35.75
56		
12	80-4	55.0
17-20	81-1, 81-2, 81-3	55.0

A complete exhibit reflecting all of the oil and gas properties located in the State of Wyoming mortgaged hereby is contained in the counterpart of this instrument recorded in Park County, Wyoming.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year hereinabove written.

AMERICAN QUASAR PETROLEUM CO.

ATTEST:
Linda Hunt
Assistant Secretary

By Dick Reames
Dick Reames, Vice President

AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO

ATTEST:
Linda Hunt
Assistant Secretary

By
Jeffrey L. Stevens, Vice President

MORTGAGEE: TEXAS AMERICAN BANK/FORT WORTH, N.A.
As Operating Agent

ATTEST:
Assistant Cashier

By Timothy L. Petrus
Timothy L. Petrus, Vice President

J O I N D E R A N D R A T I F I C A T I O N

A portion of the Mortgaged Property consists of the interest owned by American Quasar Petroleum Co. of New Mexico ("AQPNM") as a general partner in the undersigned U. S. Quasar Partnerships (hereinafter referred to as the "General Partnerships") in certain oil and gas properties described in this Mortgage, Assignment of Production and Security Agreement (hereinafter referred to as the "Mortgage"), AQPNM, in some instances, owning individual interests in said properties. The General Partnerships, each of the general partners of the General Partnerships and AQPNM, as nominee of the General Partnerships and record title holder of the Mortgaged Property, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby join in the execution of and ratify and approve the execution by AQPNM of this Mortgage; and the General Partnerships hereby covenant and agree with the Mortgagee and holder of the indebtedness secured by the Mortgage that upon receipt of notice from the holder of such indebtedness that an event of default has occurred under the Mortgage, such General Partnerships shall, at the request of the holder of such indebtedness, execute (or cause to be executed), deliver and file of record in the appropriate county or counties or other jurisdiction wherein the properties of such General Partnerships covered by the Mortgage are situated an assignment in recordable form to all of the general partners of such General Partnerships of their specific undivided interest in the same properties of the General Partnerships covered by the Mortgage and that the interest so assigned to AQPNM shall be made expressly subject to the terms of the Mortgage. Provided, however, that nothing herein shall be construed as an undertaking by the General Partnerships, or any of the general partners thereof other than AQPNM, to assume or guarantee any indebtedness of AQPNM.

U. S. QUASAR PARTNERSHIP 1978-1
U. S. QUASAR PARTNERSHIP 1979-2
U. S. QUASAR PARTNERSHIP 1979-3
U. S. QUASAR PARTNERSHIP 1980-0
U. S. QUASAR PARTNERSHIP 1980-4
U. S. QUASAR PARTNERSHIP 1981-1
U. S. QUASAR PARTNERSHIP 1981-2
U. S. QUASAR PARTNERSHIP 1981-3

BY: AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO,
as Managing General Partner and Nominee

By _____
Jeffrey L. Stevens, Vice President

ATTEST:
_____
Assistant Secretary

BY: CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1978-1, as non-managing general partner of U. S. Quasar Partnership 1978-1

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-2, as non-managing general partner of U. S. Quasar Partnership 1979-2

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1979-3, as non-managing general partner of U. S. Quasar Partnership 1979-3

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIPS 1980-2 and 1980-3, as non-managing general partners of U. S. Quasar Partnership 1980-0

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1980-4, as non-managing general partner of U. S. Quasar Partnership 1980-4

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-1, as non-managing general partner of U. S. Quasar Partnership 1981-1

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-2, as non-managing general partner of U. S. Quasar Partnership 1981-2

CAN-AM DRILLING PROGRAMS LIMITED PARTNERSHIP 1981-3, as non-managing general partner of U. S. Quasar Partnership 1981-3

BY: AMERICAN QUASAR PETROLEUM CO.,
Managing General Partner

By _____
Dick Reames, Vice President

ATTEST:
_____
Assistant Secretary

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 24th day of October, 1985, by DICK REAMES, Vice President of AMERICAN QUASAR PETROLEUM CO., a Texas corporation, on behalf of said corporation, acting in the capacities therein stated.

C. PARKER, Notary Public
in and for State of Texas
My Commission Expires 3-14-89

C Parker
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 24th day of October, 1985, by JEFFREY L. STEVENS, Vice President of AMERICAN QUASAR PETROLEUM CO. OF NEW MEXICO, a New Mexico corporation, on behalf of said corporation, acting in the capacities therein stated.

C. PARKER, Notary Public
in and for State of Texas
My Commission Expires 3-14-89

C Parker
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 24th day of October, 1985, by TIMOTHY L. PETRUS, Vice President of TEXAS AMERICAN BANK/FORT WORTH, N.A., a national banking association, on behalf of said Bank, acting in the capacity therein stated.

C. PARKER, Notary Public
in and for State of Texas
My Commission Expires 3-14-89

C Parker
Notary Public in and for the State of Texas

LAE125L1
PRINT / SELECT OPTION # 1 / 12
COMPANY 001
ALL BLOCKS
BLOCK NUMBER WY027
DISTRICT NUMBER 003

EXHIBIT A
SCHEDULE OF
AMERICAN QUASAR PET. CO NM
BLOCK NUMBER SEQUENCE
MERNA WY027
DENVER

RUN-DATE: 10/11/85 PAGE 1
RUN-TIME: 13:52:23

LEASE NUMBER / LESSOR / BLOCK	LESSEE / STATE/COUNTY	LSE DTE / EXPIRE DTE / RECORDED	GROSS ACRES / NET ACRES	WORKING INTEREST	ROYALTY INTEREST	ORRI
WY0270001 USA W-31560 TRACT 01 MERNA WY027 TRACT-STATUS: UR OPERATOR-STATUS: P	B J BRADSHAW WY SUBLETTE	11/01/71 11/03/1984	1360.000 1360.000 DEPTH A CO-NET 46.202		.12500000	.06250000 .03397223
DESCRIPTION T36N R112W SEC 15: SW & W2SE SEC 22: E2, NW, & E2SW SEC 23: S2NW & SW SEC 26: N2						
WY0270003 USA W-33096 TRACT 01 MERNA WY027 TRACT-STATUS: RN OPERATOR-STATUS: P	F J BRADSHAW WY SUBLETTE	02/01/72 11/03/1984	280.000 280.000 DEPTH A CO-NET 19.587		.12500000	.06250000 .06995450
DESCRIPTION T36N R112W SEC 26 SE SEC 35 N/2NE, SENE						
WY0270011 USA W-011160 TRACT 01 MERNA WY027 TRACT-STATUS: HP OPERATOR-STATUS: P	MRS. J CLINTOCK WY SUBLETTE	02/01/52 11/03/1984	40.000 40.000 DEPTH A CO-NET 3.148		.12500000	.03500000 .07869900
DESCRIPTION T36N R112W, 6TH-PM SEC 27: NENW						
WY0270022 USA- W78701 TRACT 01 MERNA WY027 TRACT-STATUS: HP OPERATOR-STATUS: P	MRS JEAN R MCCLINTOCK WY SUBLETTE	02/01/52 03/24/1984 N/A	360.000 360.000 DEPTH A CO-NET 17.371		.12500000	.03500000 .04825200
DESCRIPTION T36N R112W, 6TH-PM SEC 20: SWSE SEC 21: S2N2 SEC 29: W2E2						

002

SUBLETTE COUNTY, WYOMING
Page 1 of 1

554

EXHIBIT A TO MORTGAGE

555 Rlsd 12:13 19. 220

MORTGAGE

THIS MORTGAGE made as of October 18, 1985, from Michael L and Debra N. Preston, of Box 1068, Big Piney, Wy. 83113, hereinafter referred to as MORTGAGOR, and Wyoming Collection Services inc. a Wyoming Corporation, of Box 3093, Jackson Wy. 83001, hereinafter referred to as MORTGAGEE;

MORTGAGOR, for and in consideration of the sum of Thirty Seven thousand Eight Hundred twenty one and 41/100------dollars ($ 37,821.41) lawful money of the United States, paid to MORTGAGOR by MORTGAGEE, the receipt of which is hereby acknowledged, hereby mortgages the following described property situated in the county of Sublette, State of Wyoming:

Part of lot 16, Meadow Canyon Estates Subdivision, Sublette County, Wy., To-Wit: BEGINNING AT A point on the center-line of Second West Road, S01° 00'-00"W, 203.15 feet from the northeast corner of Lot 16 of Meadow Canyon Estates Subdivision of record in the Office of the Clerk of Sublette County in book 34 of Miscellaneous Records on Page 491, which point is N85-00'-00"E 30.17 feet from a monument set at the intersection of the west right-of-way line of said Road with the north line of said lot 16;
thence continuing S01-00'-00"W, 295.04 feet along the said center-line;
thence West, 292.43 feet;
thence North, 295.00 feet;
thence East, 297.57 feet to the POINT OF BEGINNING:

ENCOMPASSING an area of two (2)acres, more or less.

209313

RECORDED November 6 1985 8:00 A M
IN BOOK 44 mortgage PAGE 555
FEES $10.00 Lisa Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, and any rights to minerals thereunder, but subject to taxes, assessments, restrictions, covenants, conditions, rights-of-way easements and other similar encumbrances of sight or record as of the date hereof.

TO HAVE AND TO HOLD such property forever (any of such property which is subject to the lien of this mortgage from time to time is referred to as "THE PROPERTY"), MORTGAGOR hereby relinquishing and waiving all rights 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, MORTGAGOR is lawfully possessed of the property and has good and lawful right to mortgage, sell and convey all of said property; MORTGAGOR warrants and will defend the title to said property against all claims and demands and warrants that the same is free from all encumbrances not expressly permitted hereunder.

THIS MORTGAGE is subject to the First Mortgage dated N/A from MORTGAGOR to _____ ("the First Mortgage") and recorded on _____ in Book ___ Page _____, in the office of _____.

THIS MORTGAGE is subject to the express condition that if MORTGAGOR pays or causes to be paid to MORTGAGEE the sum of Thirty Seven Thousand Eight Hundred twenty one and 47/100----------dollars ($ 37,821.41), together with interest thereon and any applicable late charges and prepayment penalties, according to the provisions of a certain promissory note dated the date hereof, the ultimate maturity date of which is October 18, 1990,

executed and delivered by MORTGAGOR to MORTGAGEE, and all extensions and renewals thereof and all other amounts due hereunder, then this Mortgage and such note or notes shall cease and be null and void. MORTGAGOR hereby covenants to pay all such amounts.

MORTGAGOR further covenants and agrees as follows:

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

2) MORTGAGOR shall pay or cause to be paid all taxes and assessments levied or assessed against the property, and shall comply with all recordation and other laws affecting the security of this Mortgage, at the expense of the MORTGAGOR. MORTGAGOR further agrees i) to maintain all buildings and other structures on the property in substantially their present condition or better, reasonable wear from the elements excepted and reserving the right to replace buildings and structures with property of at least equal value or utility and ii) to maintain fire and extended coverage insurance covering the insurable buildings and structures on the property, written by sound and reputable insurance companies in the full insurable value of such property subject to reasonable deductibles. Each MORTGAGOR will at all times maintain and pay for life insurance with a reputable insurance company insuring the life of such MORTGAGOR in an amount at least equal to the unpaid principal amount of the indebtedness secured hereby, with all proceeds payable to MORTGAGEE for credit against such indebtedness. A copy of all such policies shall be deposited with MORTGAGEE, and shall contain a provision requiring the insurer to notify MORTGAGEE at least ten days prior to cancellation thereof.

3) MORTGAGOR shall not permit the interest of MORTGAGOR in the property or any part thereof to be levied upon or attached in any legal or equitable procceing, subject to the right to contest in good faith by appropriate proceedings.

4) If MORTGAGOR defaults in the payment of such taxes, assessments or other lawful charges, MORTGAGEE may, without notice or demand, pay the same. MORTGAGOR covenants and agrees that all such sums of money so paid, together with all costs of enforcement or foreclosure, and reasonable attorney's fees, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by MORTGAGEE, with interest thereon from the date of payment at the same rate as provided in the note or notes hereby secured until repaid, and the same shall be a lien on the property and be secured by this Mortgage.

5) If MORTGAGOR defaults in the payment of any principal or interest on the indebtedness secured hereby after the same shall become due and payable, or in case of breach of any covenant or agreement herein contained, in each case for a period of twenty (20) days after notice of such default by or on behalf of MORTGAGEE, the whole of the then outstanding indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of MORTGAGEE, become immediately due and payable, anything herein or in said note or notes to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. MORTGAGEE may enforce the provisions of, or foreclose, this Mortgage by any appropriate suit, action or proceeding at law or in equity. At any foreclosure sale, MORTGAGEE may cause to be executed and delivered to the purchaser or purchasers a proper deed of conveyance fo the property so sold. MORTGAGOR agrees to pay all costs of enforcement and foreclosure, including reasonable attorney fees. The failure of mortgagee to promptly foreclose following a default shall not prejudice any right of MORTGAGEE to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default. The proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including reasonable attorney fees, and all money expended or advanced by MORTGAGEE pursuant to the provisions of this Mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property, which are superior to the lien hereof; (3rd) the balance due to MORTGAGEE on account of principal and interest and late

charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to MORTGAGOR (subject to the right of any junion lienholders)

6) If the right of foreclosure accrues as a result of any default hereunder, and insofar as it is consistent with any senior lien on the property, MORTGAGEE shall at onece become entitled to exclusive possession, use and enjoyment of the property and to all rents, income 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, income and profits shall be delivered immediately to MORTGAGEE on request. On refusal, the delivery of such possession, rents, income and profits may be enforced by MORTGAGEE by any appropriate suit, action or proceeding. The MORTGAGEE shall be entitled to a receiver for the property and all rents, income and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption and without regard to the solvency or insolvency of MORTGAGOR, or the then owner of the property, and without regard to the value of the property, or the sufficiency thereof to discharge the indebtedness secured hereby and foreclosure costs, fees and expenses. Such receiver may be appointed by any court of competent jurisdiction upon 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 MORTGAGOR. All rents, income and profits of the property shall be applied by such receiver according to law and the orders and directions of the court.

If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, MORTGAGOR shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and the MORTGAGEE shall be entitled to a deficiency judgment.

The term "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 the property or in any other manner now or hereafter provided by Wyoming statues, including the power to sell.

7. The acceptance of this Mortgage, and the not or notes it secures, by MORTGAGEE shall be an acceptance of the terms and conditions contained herein; and a duly executed and delivered release of this Mortgage by MORTGAGEE shall be a valid and effective release of said Mortgage.

8. The covenants and agreements herein contained shall bind and inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, successors and assigns of MORTGAGOR and MORTGAGEE. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

9. MORTGAGOR shall not create, incur or suffer to exist any other Mortgage or lien on the property which is not junior to the lien of this Mortgage.

10. If all or any part of the property or any interest therein is sold, conveyed, leased, encumbered or otherwise transferred voluntarily or involuntarily, (other than by grant of a leasehold interest of three years or less with no renewal option, which is expressly made subject to this Mortgage, and other than a transfer by operation of law upon the death of a joint tenant or a transfer to a spouse upon death) MORTGAGEE may, in the sole discretion of MORTGAGEE, declare all sums secured by this Mortgage (together with the prepayment premium referred to above) to be immediately due and payable. MORTGAGOR shall give prior written notice to MORTGAGEE of any such proposed sale, conveyance, lease, encumbrance or other transfer.

11. This Mortgage is executed by the spouse of each Mortgagor, if any.

12. If there are more than one holder of the note or notes secured hereby at any time, any action with respect to thie Mortgage by the holder or holders of 51% or more in unpaid principal amount thereof shall be binding upon all other holders.

13. Each individual executing this Mortgage and the related note or notes shall be personally bound, jointly and severally, to perform and observe all covenants and agreements of MORTGAGOR contained herein and therein.

14. It is understood and agreed by the parties hereto that Wyoming Collection Services, Inc. and its successors shall have the full power and authority to act as agent of MORTGAGEE with respect to the exercise of all rights and powers of MORTGAGEE under this Mortgage, including the right to grant full or partial releases from the lien hereof and the right to reimbursement for reasonable attorney fees and expenses on default or foreclosure, and that neither said agent nor any of its affiliates shall be prohibited from selling or leasing property subject to this Mortgage to or through, or otherwise dealing with MORTGAGOR or MORTGAGEE, and neither MORTGAGOR nor MORTGAGEE shall be entitled to any commission income or other profits of said agent or its affiliates. Any title insurance company or other third party shall be fully entitled to rely upon the authority conferred upon said agent pursuant to this paragraph without the requirement of any further inquiry as to such authority.

15. Any notice required to be given to any person hereunder or under the note or notes secured hereby shall be given by delivery or by mailing the same by certified mail to such person at the address noted above (or to such other address as shall have been specified in writing), and notice so mailed shall be all purposes hereof be as effectual as though served upon such party in person at the time of depositing such notice in the mail.

IN WITNESS WHEREOF, this Mortgage has been executed by MORTGAGOR as of the date first above written.

Michael L Preston

Debra N. Preston

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

On this 24 day of Oct., 19 85, before me personally appeared Michael L. Preston And Debra N. Preston, to me known to be the persons described in and who executed the foregoing Mortgage, 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.

Jerry Ann Chandler
Notary Public

My Commission Expires:

11/17/87

JERRY ANN CHANDLER NOTARY PUBLIC STATE OF WYOMING

Release Book 13, Page 203

559

4-22-86

MORTGAGE DEED—FORM NO. 41

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GIL ANTHONY WINTERS, a single man, an undivided 1/3 interest, KELLY GENE WINTERS, a single man, an undivided 1/3 interest, and CARL WINTERS and PEGGY WINTERS, husband and wife, an undivided 1/3 interest, as tenants in common,

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

Fifteen Thousand and N0/100 ($15,000.00) - - - - - - - - - - - - - - - - - Dollars, due 10/20/90

with interest from 10/10/85 at the rate of fourteen(14%) per cent per annum, payable monthly ~~xxxxxx~~

evidenced by One (1) promissory note, of even date herewith, payable in 60 equal monthly payments of $349.03 each, which include interest at the rate of 14% per annum; first said payment due on 11/20/85 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:

Lot Eight (8), Unit One (1), Orcutt Hill Subdivision, as the same appears on the plat and map thereof on file and of record in the Office of the County Clerk of Sublette County, Wyoming.
TOGETHER WITH all 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.

FURTHER SUBJECT TO: Restrictive Covenants Governing Orcutt Hill Subdivision filed in the Office of the Sublette County Clerk, Wyoming, on 1/7/74 in Book 28 of Miscellaneous, page 30.

209314

RECORDED November 6 1985 11:30AM
IN BOOK 44 Mtg PAGE 559
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 10 day of October A. D. 19 85.

~~DIXIE XXXXXXXXXX~~

Gil Anthony Winters
GIL ANTHONY WINTERS

Kelly Gene Winters
KELLY GENE WINTERS

Carl Winters
CARL WINTERS

Peggy Winters
PEGGY WINTERS

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Carl Winters, Peggy Winters, Gil Anthony Winters and Kelly Gene Winters,

this 28th day of October, 1985.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/81

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, $

561

Released Bk. 14 Rel. Pg. 344

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That First American Title Guaranty Agency of Sublette County herein designated as Mortgagor, of Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty Five Thousand and 00/100---------- Dollars ($45,000.00), with interest as evidenced by a promissory note dated November 7, 1985 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 120 installments of $ 525.00 each on the 8th day of each month, beginning on the 8th day of December, 19 85, 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 November 8, 1995 hereby mortgages to said Mortgagee, the following described real estate, situated in County, State of Wyoming, to wit:

LOTS 3 AND 4, BLOCK 21 OF THE HENNICK ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

209384

RECORDED November 12 1985 10:00 AM
IN BOOK H4 Mtg PAGE 561
FEES $8.00 Kris J. Yake 2 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Carol A. Cheeney, Deputy

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.

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 of 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-

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.

II. 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 12th day of November , 19 85

In the presence of

First American Title Guaranty Agency of Sublette County,

Edwin R. Adams, President

Jan Riley, Secretary

Jan Riley

STATE OF WYOMING }
COUNTY OF Sweetwater } ss.

by Edwin R. Adams, President and Jan Riley, Secretary

The foregoing instrument was ackowledged before me this 12th day of November, 19 85.

Witness my hand and official seal

Notary Public County Clerk

My Commission Expires: Jan 5, 1987

STATE OF WYOMING }
COUNTY OF } ss.

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

Witness my hand and official seal.

Notary Public

My Commission Expires:

459

$8.00

STATE OF WYOMING
FMA Form 2196 m
(Rev. June 1972)

RECORDED Oct. 29, 1985 AT 4 P.M.
IN BOOK 232 PR. PAGE 459 LINCOLN CTY, WYO.
NO 641538722 ELIZABETH C. WADE, CLERK

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 EARL D. AND SHERIE E. HARDING, husband and wife

herein designated as Mortgagor, of FREMONT, WYOMING, County of LINCOLN, State of WYOMING, to secure the payment of the principal sum of Fifteen Thousand and 00/100---------- Dollars ($ 15,000.00), with interest at the rate of fourteen and one-half per centum (14.50 %) per annum as evidenced by a promissory note of even date herewith to the order of

FIRST GUARANTY SAVINGS & LOAN, DIAMONDVILLE, WYOMING, a corporation organized and existing under the laws of WYOMING, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Three hundred fifty and 93/100---------- Dollars ($ 350.93), commencing on the first day of December, 1985, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November 1, 1990, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

THAT PART OF THE SE¼SE¼ OF SECTION 20, T.38N., R.113W., OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING described as follows:

Beginning at a point which bears N.13°10'W., 1328.10 feet from the Southeast Corner of said Section 20; thence, West 450.00 feet to a point; thence, South 206.00 feet to a point; thence, N.65°25'E., 495.00 feet to the Point of Beginning.

209412

RECORDED November 14 1985 11:30A M
IN BOOK 14 Mtg PAGE 564
FEES $ 5.00 Doris J. Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLaurin

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 date to pay said ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

Released Bk. 14 Rel @ pg 507 564

(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. This mortgage is not assumable and is due in full upon sale of property.

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 [illegible]

[redacted] on the happen[redacted] of any default, it sha[redacted] hereby be pre[redacted]ced in its right of fo[redacted] at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said Sherie L. Harding wife of the said Earl D. Harding 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 Twenty-third day of October 19 85

In the presence of

Earl D. Harding
EARL D. HARDING

Sherie L. Harding
SHERIE L. HARDING

THE STATE OF WYOMING }
} ss:
COUNTY OF LINCOLN }

On this 23rd day of October, 19 85, before me personally appeared Earl D. and Sherie L. Harding to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and official seal, this 23rd day of October, A.D. 1985

JOELLE L. PEPER — Notary Public — County of Lincoln — State of Wyoming
My Commission Expires July 8, 1989

My commission expires

Notary Public.

STATE OF WYOMING }
} ss:
COUNTY OF }

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

County Clerk and ex officio Register of Deeds

Fee: $ By
Deputy

USGPO: 1980--671-101/199

U.S. GOVERNMENT PRINTING OFFICE: 1980-682-37

5666

567

SECOND SUPPLEMENTAL MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

ROBERT L. MEHL
116 Inverness Drive East
Englewood, Colorado 80112

TO

MARK WILLIAMSON, AS TRUSTEE
H. ALLEN RHEEM, JR., AS TRUSTEE

AND

UNITED BANK OF DENVER NATIONAL ASSOCIATION
One United Bank Center
1700 Broadway
Denver, Colorado 80274

DATED AS OF NOVEMBER 1, 1985

The Mortgage supplemented hereby is a Mortgage of Real Property and is also a Financing Statement under the Uniform Commercial Code

This document is being filed in the real estate records of Lincoln, Sublette, and Sweetwater Counties, Wyoming

209453

****

When recorded return to:

WALTER L. PALMER, ESQ.
HUGHES & DORSEY
633 17th STREET
SUITE 1600
DENVER, COLORADO 80202

RECORDED November 15 1985 2:30 PM
IN BOOK 44 Misc PAGE 562
FEES $25.25 Paul J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McDevitt

85290/82/1

THIS SECOND SUPPLEMENTAL MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of November 1, 1985, by and between ROBERT L. MEHL, a Colorado resident ("RLM"), and MARK WILLIAMSON and H. ALLEN RHEEM, JR., as Trustees (the "Trustees"), and UNITED BANK OF DENVER NATIONAL ASSOCIATION (the "Bank").

RECITALS

1. RLM has granted, executed and delivered his Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of April 6, 1984 (the "Original Mortgage"), to the Trustees and the Bank as security for the indebtedness described therein, the Original Mortgage being recorded in Wyoming and Colorado as set forth in Exhibit I attached hereto and made a part hereof, and reference is hereby made to the Original Mortgage and said recordation thereof for all purposes.

2. The original mortgage was supplemented and amended by a First Supplemental Mortgage, Deed of Trust, Security Agreement and Financing Statement dated as of April 4, 1985 (the "First Supplement"), the First Supplement being recorded in Wyoming and Colorado as set forth in Exhibit II attached hereto and made a part hereof, and reference is hereby made to the First Supplement and said recordation thereof for all purposes.

3. The Original Mortgage as supplemented and amended by the First Supplement secures, among other things, a promissory note dated January 28, 1985 (the "Note") of RLM held by the Bank to evidence borrowings from the Bank in a principal amount not to exceed $1,000,000 under a certain Letter Agreement dated as of December 1, 1984, (the "Letter Agreement") between RLM and the Bank.

4. The Letter Agreement has been amended by an agreement dated April 4, 1985.

5. RLM has requested, and the Bank has agreed, that the Note be amended and restated in full in accordance with the terms of the Promissory Note in the form of Exhibit A attached hereto (the Note as amended and restated herein referred to as the "New Note").

NOW, THEREFORE, in consideration of the premises and of the debt herein mentioned, and in order to continue to secure the payment of the New Note and the performance of all other obligations of RLM under the Letter Agreement, as amended, and Original Mortgage as amended by the First Supplement, and as amended and supplemented hereby, and the performance of the agreements in the Letter Agreement and in the Original Mortgage, as amended and supplemented by the First Supplement, and as amended and supplemented hereby, RLM and the Bank hereby supplement and amend the Original Mortgage as follows:

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a. Each reference to the Loan Note referred to in the Original Mortgage shall be deemed to be a reference to the New Note.

b. Each reference in the Original Mortgage, as amended and supplemented by the First Supplement, to the Letter Agreement shall be deemed to be a reference to the Letter Agreement, as amended by the Letter Agreement dated April 4, 1985.

c. Each reference in the Original Mortgage, as amended and supplemented by the First Supplement, to the General Security Agreement dated January 28, 1985, between RLM and the Bank shall be deemed to be a reference to the General Security Agreement as amended by Agreement dated April 4, 1985, between said parties.

6. Except as hereby expressly amended and supplemented, the Original Mortgage, as amended and supplemented by the First Supplement, is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

ROBERT L. MEHL

H. Allen Rheem, Jr., As Trustee

Mark Williamson, As Trustee

UNITED BANK OF DENVER NATIONAL ASSOCIATION

By: _____
Title: Commercial Banking Officer

STATE OF COLORADO)
~~CITY AND~~) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of October, 1985, by Robert L. Mehl.

WITNESS my hand and official seal.

My commission expires: May 13, 1988

Marguerite C. Scott
Notary Public
Address: My Commission Expires May 13 1988
[illegible] Second Street
[illegible] Colorado 80120

(SEAL)

WYOMING:

The foregoing instrument was acknowledged before me by Robert L. Mehl, this 24th day of October, 1985.

Witness my hand and official seal.

My commission expires: May 13, 1988

Marguerite C. Scott
Notary Public
Address: My Commission Expires May 13, 1988
[illegible] Hollywood Street
[illegible] Colorado 80120

(SEAL)

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of October, 1985, by H. Allen Rheem, Jr., as Trustee.

WITNESS my hand and official seal.

My commission expires: My Commission Expires Feb. 2, 1988

Janice Baskill
Notary Public
Address: JANICE BASKILL
[illegible] N.A.
1780 [illegible]
Denver, Colo. 80202

(SEAL)

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 24th day of October, 1985, by Mark Williamson, as Trustee.

WITNESS my hand and official seal.

My commission expires: My Commission Expires Feb 2 1988

570

(SEAL)

Notary Public JANICE HASKILL
Address:
United Bank of Denver N.A.
[illegible]
Denver, Colo. 80202

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of October, 1985, by Philip V. Hanel as Corporate Banking Officer of United Bank of Denver National Association.

WITNESS my hand and official seal.

My commission expires: My Commission Expires Feb 2, 1989

(SEAL)

Notary Public JANICE HASKILL
Address: [illegible]

EXHIBIT I

SCHEDULE OF RECORDING DATA FOR
MORTGAGE, DEED OF TRUST, ASSIGNMENT,
SECURITY AGREEMENT AND FINANCING STATEMENT,
DATED AS OF APRIL 6, 1984
FROM ROBERT L. MEHL
MARK WILLIAMSON
AND
H. ALLEN RHEEM, JR.,
AS TRUSTEES,
AND
UNITED BANK OF DENVER NATIONAL ASSOCIATION

STATE OF WYOMING

Place of Filing	Recording Information	Date
Real Estate Records Sweetwater County,	Book 751, Page 299-331 Reception Number 922671	4/12/84
UCC Records Sweetwater County	File Number U-129754 Reception Number 922672	4/12/84
Real Estate Records Sublette County	Book 41, Page 498 Reception Number 200736	4/12/84
UCC Records Sublette County	File Number U-19657	4/12/84
Real Estate Records Lincoln County	Book 212PR, Page 599	4/12/84
UCC Records Lincoln County	File Number U-62258	4/12/84
Secretary of State	File Number 215861	4/12/85

STATE OF COLORADO

Secretary of State	File Number 704646	4/25/84

BUREAU OF LAND MANAGEMENT

Cheyenne, Wyoming	W-66828	W-72845
	W-67176	W-79308
	W-72845	W-72845
	W-38503	W-38503
	W-38503	W-38503

572

W-68117	W-51347
W-51347	W-67808
W-51347	W-51347
W-67808	W-51347
W-67808	W-51347
W-51347	W-68117
W-68117	W-51347
W-68117	W-36422
W-62508	W-35398
W-62508	W-34033
W-63821	W-63821
W-35399	W-54136
W-62508	W-62508
W-34033	W-77883
W-77883	W-77883
W-67178	W-64985
W-42781	W-53094
W-54137	W-1316
W-1317	W-2096
W-2686	W-4965
W-5582	W-6738
W-6739	W-6739A
W-7310A	W-32472
W-36420	W-51666
W-52072	W-52074A
W-52075	W-52795
W-61043	W-67-1088
W-2096	W-32472
W-52074-A	W-6738
W-52072	W-57837
W-57837	W-57837
W-57836	

[redacted] [redacted] [redacted]

EXHIBIT II

SCHEDULE OF RECORDING DATA FOR
FIRST SUPPLEMENTAL
MORTGAGE, DEED OF TRUST, ASSIGNMENT,
SECURITY AGREEMENT AND FINANCING STATEMENT,
DATED AS OF APRIL 4, 1985
FROM ROBERT L. MEHL
MARK WILLIAMSON
AND
H. ALLEN RHEEM, JR.,
AS TRUSTEES,
AND
UNITED BANK OF DENVER NATIONAL ASSOCIATION

STATE OF WYOMING

Place of Filing	Recording Information	Date
Real Estate Records Sweetwater County,	Book 762, Page 594 Reception Number 951004	5/20/85
UCC Records Sweetwater County	File Number 0950675	5/15/85
Real Estate Records Sublette County	Book 43, Page 660 Reception Number 206782	5/28/85
UCC Records Sublette County	File Number 206621	5/15/85
Real Estate Records Lincoln County	Book 226PR, Page 350 Reception Number 635227	5/15/85
UCC Records Lincoln County	File Number U-66485	5/15/85
Secretary of State	File Number 00763	5/20/85

STATE OF COLORADO

Secretary of State	File Number 802645	5/20/85

United Bank of Denver

Promissory Note

FOR BANK USE ONLY					
stomer No. 584549	Loan No. 0-577852	Face Amount $1,000,000.00	Rate (Per Year) **	Note Date 11/01/85	Maturity Date 11/01/86
aker ROBERT L. MEHL			Home Phone	Business Phone 1-790-4848	
eet Address, City, State, Zip Code 120 East Happy Canyon unty	Castle Rock, Colorado 80104				

Mortgage and assignment of proceeds on certain oil and gas properties. Municipal Bonds and Treasury Bills.

captions in the boxes above and the names, dates, amounts and other information therein, are defined terms and are hereby incorporated in the note provisions below

Maker promises to pay to the order of Bank at [illegible] address the Face Amount with interest on the unpaid balance of the Face Amount from the Note Date at the Rate indicated above (based upon a year of 360 days and computed for the actual number of days elapsed). Principal and interest shall be payable as follows: Interest shall be payable monthly on the first day of each month beginning 01/01/86. The balance of principal plus accrued interest shall be payable at maturity, 11/01/86. The interest rate shall be one-half (½) percentage point over the United Bank of Denver National Association publicly announced prime rate. Any increase or decrease in the rate charged shall be effective the same day as the United Bank of Denver National Association prime rate change. THIS NOTE EVIDENCES AN ARRANGEMENT PROVIDING FOR FUTURE ADVANCES THAT IN AGGREGATE AMOUNT OUTSTANDING SHALL AT NO TIME EXCEED THE FACE AMOUNT. See Addendum attached hereto and made a part hereof describing the terms for the issuance of letters of credit.

Overdue principal and (to the extent legally enforceable) overdue interest, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate percentage points above the rate in effect at the time such principal or interest becomes due. At the option of the holder of this note (the "holder") the unpaid balance of this note plus accrued interest and all other obligations of Maker to the holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand if (a) any payment required by this note is not made when due, or (b) a default or event of default occurs under any loan or security agreement or instrument executed as security for or in connection with this note, or (c) the holder at any time in good faith believes that the prospect of any payment required by this note is impaired, whether or not such belief is caused by any act or failure to act of any Maker or of any endorser, guarantor or accomodation party of or on this note (hereafter collectively referred to as "any other signer").

Maker and any other signer waive presentment, notice of dishonor and protest, and assent to any extension of time with respect to any payment due under this note, to any substitution or release of collateral and to the addition or release of any party. No waiver of any payment or other right under this note shall operate as a waiver of any other payment or right. Maker and any other signer shall pay all reasonable costs of collection, including attorneys' fees, paid or incurred by the holder in enforcing this note on default.

This note (a) is secured by the Security indicated above, if any, and (b) shall be construed under and governed by the laws of Colorado. If there is more than one Maker, all of the provisions of this note shall apply to each and any of them.

FOR BANK USE ONLY
RENEWAL NOTE P. HANEL/K. CRAMER

X Robert L. Mehl
ROBERT L. MEHL

Rev. 7 78) 860

EXHIBIT A

This Addendum is attached hereto and made a part thereof the promissory note executed by ROBERT L. MEHL, Debtor, dated 11/01/85, in the amount of $1,000,000.00, and describes the terms for the issuance of letters of credot.

ADDENDUM

IN ADDITION, THIS NOTE EVIDENCES THE INDEBTEDNESS CREATED PURSUANT TO AN ARRANGEMENT THAT MAY INCLUDE THE ISSUANCE OF LETTERS OF CREDIT WHICH SHALL EXPIRE ON OR BFFORE NOVEMBER 1, 1986. ALL LETTERS OF CREDIT SO ISSUED AND OUTSTANDING SHALL REDUCE THE AVAILABILITY HEREUNDER. ANY AMOUNT DRAWN UNDER OUTSTANDING LETTERS OF CREDIT MAY, AT THE BANK'S OPTION, BE ADVANCED AGAINST THIS NOTE EVEN THOUGH THE NOTE MAY BE IN DEFAULT OR BEYOND THE MATURITY DATE INCLUDING ANY RENEWALS, EXTENSIONS, AND AMENDMENTS THEREOF AND SUBSTITUTIONS THEREFORE.

X Robert L. Mehl

577

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 14th day of NOVEMBER ,

19 85 , JAMES A. SMITH and JUANITA R. SMITH, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is P.O. Box 446
Pinedale, Wyoming 82941
hereby MORTGAGES

to MORTGAGEE, namely: TETON MORTGAGE COMPANY, INC.

whose address is 140 South Cache Street, P.O. Box 3904, Jackson, Wyoming 83001

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

Lot 3 Block 3, Redstone First Addition to the
Town of Pinedale, Sublette County, Wyoming

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

sum of ---FIFTY FIVE THOUSAND FIVE HUNDRED FIFTY AND NO/100---- DOLLARS

($ 55,550.00) with interest at the rate of ELEVEN AND ONE HALF per centum (11.50 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest being payable in monthly installments of --FIVE HUNDRED FIFTY AND 11/100---- DOLLARS

($ 550.11), commencing on the 1st day of JANUARY , 1986 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of DECEMBER ,

2015 . 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 November 15 1985 10:32 AM
IN BOOK 44 Misc PAGE 577
FEES 6.00 [redacted] COUNTY CLERK
[redacted] COUNTY CLERK

[redacted]209455

[redacted] [redacted] [redacted]

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

James A. Smith
JAMES A. SMITH — Mortgagor

Juanita R. Smith
JUANITA R. SMITH — Mortgagor

STATE OF WYOMING)
) ss
COUNTY OF Sublette)

On this 14th day of November, 19 85, before me personally appeared James A. Smith and Juanita R. Smith, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[illegible]
Notary Public

My commission expires on the [illegible] day of [illegible], 19 [illegible].

579

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That David L. Smith and Terry L. Smith, 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 Five Thousand and no/100---------- Dollars ($ 75,000.00) with interest as evidenced by a promissory note dated November 5, 1985 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 59 installments of $1,049.69 each on the 5th day of each month, beginning on the 5th day of December, 19 85, 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 November 5, 1990, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lot One (1) Block Eleven (11) Ball Second Addition to the Town of Marbleton as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining; SUBJECT TO: reservations and restrictions contained in the United States patents and to easements and rights of way of record or in use; and SUBJECT TO: prior mineral reservations of record.

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.

209461

RECORDED November 18 1985 8:30 AM
IN BOOK 44 Mtg PAGE 579
FEES $ 5.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McDevitt

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 however 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

[redacted]

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 Terry L. Smith wife of the said David L. Smith 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 5th day of November, 1985.

In the presence of –

David L. Smith

Terry L. Smith

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

On this 5th day of November 1985, before me personally appeared David L. Smith and Terry L. Smith 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 5th day of November, A. D. 1985.

(Seal)

My commission expires

Sep[redacted] 1, 1989

[redacted]

Notary Public.

Frontier Printing & Stelling Co

209522

RECORDED November 20 19 85 4:00P M
IN BOOK 44 Mortgage PAGE 582
FEES $10.00 Linda Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 13, 19 85. The mortgagor is Lynn WILLIAMS and Kathleen WILLIAMS, husband and wife ("Borrower"). This Security Instrument is given to TETON MORTGAGE COMPANY, INC., which is organized and existing under the laws of , and whose address is 140 South Cache Street P.O. Box 3904 Jackson, Wyoming 83001 ("Lender"). Borrower owes Lender the principal sum of Forty Seven Thousand and No/100 ---------- Dollars (U.S. $ 47,000.00). 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, 2000. 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 Three (3) of the SOUTH BENCH SUBDIVISION, Sublette County, Wyoming, as the same appears in the Office of the County Clerk of Sublette County, Wyoming.

which has the address of 8 Hopkins Road [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.

Mtg. Rel. 12/21/92
Book 16 Rel
Pg. 190

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)]

[ ] 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.

Lynn Williams .....(Seal)
—Borrower

Kathleen Williams .....(Seal)
—Borrower

[Space Below This Line For Acknowledgment]

TETON MORTGAGE COMPANY, INC.
140 SOUTH CACHE STREET
P.O. BOX 3904
JACKSON, WYOMING 83001

STATE OF ...Wyoming.....
COUNTY OF ...~~Sublette~~ Teton..... } SS:

The foregoing instrument was acknowledged before me this....November 13, 1985.....
(date)

by ....Lynn Williams and Kathleen Williams.....
(person(s) acknowledging)

My Commission expires: April 3, 1988

Stephen M. Walsh .....(SEAL)
Notary Public

This instrument was prepared by....Stephen M. Walsh.....
with

STEPHEN M. WALSH - Notary Public
County of Teton — State of Wyoming

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Teton Mortgage Company, Inc., whose address is P.O. Box 3904., Jackson, Wyoming 83001, a corporation and existing under the laws of the State of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by

Lynn Williams and Kathleen Williams

and appears recorded in book 44 of mortgages, beginning on page 582 in the office of the County Clerk of ~~XXXXX~~ Sublette County, Wyoming, and which covers property described as follows:

Lot Three (3) of the SOUTH BENCH SUBDIVISION, Sublette County, Wyoming, as the same appears in the office of the County Clerk of sublette County, Wyoming.

209528

RECORDED November 20 1985 4:00 PM
IN BOOK 44 Mortgage PAGE 586
FEES $4.00 Dee J Yate COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

together with the note or notes thereby, to the

Superior Mortgage Inc., P.O. Box 168 Grand Island, NE 68801

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 the 14th day of November, 1985.

By x Dale E. Barlage
Dale E. Barlage, Board Chairman

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest Rodger Arnold

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 14th day of November 1985.

Witness My hand and official seal.
My Commission expires: 11/10/87

Beverly A. Williams

586

587 Released BK. 14 Rel Pg. 12

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Eldon N. Ross and Alice M. Ross, 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 Four Thousand and no/100---------- Dollars ($ 34,000.00) with interest as evidenced by a promissory note dated October 10, 1985 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 11 installments of $ 549.84 each on the 20 day of each month, beginning on November 20, 1985, 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 final installment plus a balloon payment of $32,944.36 due 9-20-86 hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lots 1, 2 and 3, Block 9, Marbleton Townsite, 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.

209529

RECORDED November 21 1985 8:00 A M
IN BOOK 44 Mortgage PAGE 587
FEES $ 8.00 Lou J. Parke 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 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 of 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.

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 Alice M. Ross wife of the said Eldon N. Ross 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 October , 19 85.

In the presence of—

(X) Eldon N. Ross
Eldon N. Ross

Alice M. Ross
Alice M. Ross

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 10th day of October 19 85, before me personally appeared Eldon N. Ross & Alice M. Ross 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 October , A. D. 1985..

(Seal)

My commission expires
September 1, 1989

Betty J. Hobgood
Notary Public.

Frontier Printing & ...
—Cheyenne

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Steve Wright and Karen L. Wright, Husband and Wife,
herein designated as Mortgagor, of Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Eighteen Thousand Six Hundred Eighty Five and no/ Dollars ($18,685.00), with interest as evidenced by a promissory note dated October 2, 1985 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 60 installments of $ 446.33 each on the first day of each month, beginning on the ~~XXX~~1st day of November, 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 final installment on October 11, 1990, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lot Six (6), Block Three (3), Ball First Addition to the Town of Marbleton, 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.

209530

RECORDED November 21 IN 85 8:00 A M
IN BOOK 44 Mortgage PAGE 590
FEES $ 8.00 Lin Ryabe 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 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:

REL. 063 (1-76)

Released BK. 14 Rel. @ Pg. 190 5-20

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 [redacted] te and all other obligations, [redacted] ontingent, of any maker or [redacted] of to payee [redacted] me due and payable immedi [redacted] notice or demand.

contained [redacted] of the then indebtedness secured [redacted] exclusive of principal, interest, at[redacted] 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 Karen L. Wright wife of the said Steve Wright 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 2nd day of October , 19 85

In the presence of—

X Steve Wright Steven Wright
Steve Wright

X Karen L. Wright
Karen L. Wright

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 2nd day of October 19 85 before me personally appeared Steve Wright and Karen L. Wright 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 2nd day of October , A. D. 19 85.

(Seal)
My commission expires
September 1, 1989

Betty J. Kotzood
Notary Public.

592

Release, Book 13, Pg 114

Release Book 13, Pg 345 8-1286

593

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Janice I. Hughes, Trustee of the Janice I. Hughes, Trust herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty Thousand, and no/100---------- Dollars ($ 40,000.00) with interest as evidenced by a promissory note dated September 24, 1985 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 $ 40,000 + Int. due with the final installment on January 22, 1985, hereby mortgages to said Mortgagee, the following-described real estate situated in County, State of Wyoming, to wit:

Lot Four (4) and Five (5), Block Seventeen (17) Marbleton Townsite, Town of Marbleton, Wyoming.

TOGETHER WITH all buildings, fences, and improvements situated thereon or appurtenances thereunto appertaining;

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 Michael R. Hughes and Janice I. Hughes as evidenced by a Promissory Note of even date and like amount. This Mortgage shall remain in effect for all extensions and renewals hereafter.

209531

RECORDED November 21 1985 8:00 A M
IN BOOK 44 Mortgage PAGE 593
FEES $ 8.00 Lisa J Eyre 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 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 to payee shall become due and payable immediately without notice or demand.

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~~that in case default shall be made in the payments 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 Michael R. Hughes, Husband ~~wife~~ of the said Janice I. Hughes 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 24th day of September, 1985.

In the presence of--

Janice I. Hughes

Michael R. Hughes

THE STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 24th day of September 19 85, before me personally appeared Janice I. Hughes 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 24th day of September, A. D. 19 85.

(Seal)

My commission expires

[redacted]

[redacted]

Notary Public

[redacted]

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Teton Mortgage Company, Inc., whose address is P.O. Box 3904., Jackson, Wyoming 83001, a corporation and existing under the laws of the State of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by _____

James A. Smith and Juanita R. Smith

and appears recorded in book 44 of mortgages, beginning on page 577 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 3 Block 3, Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming.

209539

RECORDED November 21 1985 11:32AM
IN BOOK 44 Misc PAGE 596
FEES $4.00 Lucy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McClure

together with the note or notes thereby, to the _____

First Wyoming Bank N.A. - Jackson Hole

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 the 18th day of November, 1985.

Doing Business Without a Corporate Seal

By Dale E. Barlage
Dale E. Barlage, Board Chairman

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest: Rodger Rundle

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 18th day of November 1985.

Witness My hand and official seal.

Commission expires: 11/10/87

Beverley A. Williams

BEVERLEY A. WILLIAMS ... COUNTY, WYOMING

596

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That First Wyoming Bank N.A. - Jackson Hole, an association organized and doing business under the laws of the United States of America, and having its principal office at Pearl St. Jackson, Wyoming, 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 Fifty Five Thousand Five Hundred Fifty and No/100 ---------- Dollars to it in hand paid by Fleet Mortgage Corporation, Party of the Second Part, the receipt whereof is hereby acknowledged, has sold and by these presents does sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 14th day of November, in the year One Thousand Nine Hundred and Eighty Five, made by James A. Smith and Juanita R. Smith in favor of Teton Mortgage Company, Inc. and conveying the following described property:

Lot 3 Block 3, Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming.

209540

RECORDED November 21 1985 11:30 AM
IN BOOK 44 Mtg PAGE 577
FEES $ 4.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 15th day of November, in the year 19 85, in Book 44 of Mortgages, at Page 577, together with the notes and obligations therein described, 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 Senior Vice President, and sealed with its corporate seal, attested by its Executive Secretary, this 18th day of November, 19 85.

First Wyoming Bank N.A. - Jackson Hole

By: Ona Lee Kelley
Ona Lee Kelley, Senior Vice President

ATTEST:
Joan M. Beck, Executive Secretary

THE STATE OF WYOMING)
) ss
COUNTY OF Teton)

On this 18th day of November, 19 85, before me appeared Ona Lee Kelley, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of First Wyoming Bank N.A. - Jackson Hole and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said Executive Secretary acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 18th day of November, 19 85.

Marcia E. Jurkovic
Notary Public

Marcia E. Jurkovic
Teton County
Commission expires June 23, 1988

My Commission Expires: 6-23-88

REL 181A (2-78)

Sublette Co
Wyo

MORTGAGE, DEED OF TRUST, ASSIGNMENT,
SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

PRESIDIO EXPLORATION, INC. and
PRESIDIO OIL COMPANY, MORTGAGORS/DEBTORS

TO

FIRST INTERSTATE BANK OF CALIFORNIA, TRUSTEE

AND

FIRST INTERSTATE BANK OF CALIFORNIA, MORTGAGEE/SECURED PARTY

Dated as of November 22, 1985

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 WELLHEAD 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.

SOME OF THE PERSONAL PROPERTY CONSTITUTING A PORTION OF THE MORTGAGED PROPERTY IS OR IS TO BE AFFIXED TO 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.

THIS INSTRUMENT IS TO BE RECORDED AS A MORTGAGE AND FILED AS A FINANCING STATEMENT PURSUANT TO THE UNIFORM COMMERCIAL CODE; AND IS INTENDED TO BE EFFECTIVE AS (1) A MORTGAGE OF THE REAL PROPERTY DESCRIBED HEREIN: (2) A FINANCING STATEMENT COVERING HYDROCARBONS TO BE EXTRACTED FROM THE PROPERTIES DESCRIBED HEREIN AND ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEADS OF THE WELLS LOCATED ON SUCH PROPERTIES; (3) A FIXTURE FILING COVERING GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN; AND (4) A FINANCING STATEMENT COVERING ALL OTHER PERSONAL PROPERTY INCLUDED IN THE MORTGAGED PROPERTIES DESCRIBED HEREIN.

MORTGAGE, DEED OF TRUST, ASSIGNMENT,
SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT (herein called the "Mortgage"), dated as of November 22, 1985, is from PRESIDIO EXPLORATION, INC., a Colorado corporation, and PRESIDIO OIL COMPANY, a Delaware corporation as mortgagors and debtors (herein collectively called the "Mortgagor"), to FIRST INTERSTATE BANK OF CALIFORNIA of Los Angeles, California as

209571

RECORDED November 22 1985 2:10 P M
IN BOOK 44 Mtg PAGE 598
FEES $ 68.00 Lacy Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

Released Bk. 14 Rls @ Pg. 67 598

Trustee (herein called the "Trustee), and FIRST INTERSTATE BANK OF CALIFORNIA, a California banking corporation, as mortgagee and secured party (herein called the "Mortgagee").

!. The Mortgagor and the Mortgagee have entered into a Loan Agreement, dated as of May 31, 1984 (herein, as the same may be amended, modified or supplemented from time to time, called the "Loan Agreement"), pursuant to which the Mortgagee has agreed to lend to the Mortgagor amounts up to but not exceeding the principal amount of Ten Million Dollars ($10,000,000), at any one time outstanding, and the Mortgagor, to evidence its indebtedness to the Mortgagee under the Loan Agreement, has executed and delivered to the Mortgagee its promissory note, dated May 31, 1984 (such note, together with all extensions, amendments, renewals and replacements thereof herein called the "Loan Note"), in the principal amount of Ten Million Dollars ($10,000,000), to mature on December 31, 1991, the Loan Note being payable to the order of the Mortgagee, bearing interest at the rates provided for therein, and containing provisions for payment of attorneys' fees and acceleration of maturity in the event of default, as therein set forth.

2. 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 means contracts now in effect, or hereafter entered into by Mortgagor, or the Mortgagor's predecessors in interest, for the sale, purchase, exchange or processing of Hydrocarbons produced from the lands described in Exhibit "A" attached hereto and made a part hereof.

D. "lands described in Exhibit 'A'" shall include any lands which are either described in Exhibit "A" or the description of which is incorporated in Exhibit "A" by reference to another instrument or document, and shall 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, and shall not be limited to only the wells described in Exhibit "A," if any.

E. "Operating Equipment" shall mean the surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind of 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 by no way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, Christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas

systems (for gathering, treating and compression), chemicals, solutions, water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and controllers, machine shops. tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephones 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.

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 Mortgagee, all of the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in all of the hereinafter described properties, rights and 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), the Mortgagor hereby grants to said Trustee, for the use and benefit of the Mortgagee, 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 interest specifically described in Exhibit "A,"

(c) the Hydrocarbons and all other minerals 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,

(g) together with any and all correction 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 of 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, reservation, 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"), (b) the assignment of production contained in Article III hereof, and (c) the condition that neither the Trustee nor the Mortgagee 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 Mortgagee to make the loans above described, hereby covenants and agrees with both the Trustee and the Mortgagee as follows:

ARTICLE I

INDEBTEDNESS SECURED

1.1 ITEMS OF INDEBTEDNESS SECURED. The following items of indebtedness are secured thereby:

A. The Loan Note, and all other obligations and liabilities of the Mortgagor under the Loan Agreement or any other instrument agreement, mortgage, or deed of trust securing the Loan Note;

B. Any sums advanced or expenses or costs incurred by the Trustee or the Mortgagee (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 Mortgagee now or hereafter owing, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, regardless of how evidenced or arising, and including, without limitation, any indebtedness for advances made by the Mortgagee to or on behalf of the Mortgagor after the date of this instrument; and

D. Any modifications, extensions or renewals of all such indebtedness described in subparagraphs A. through C.

above whether or not the Mortgagor executes any extension agreement or renewal instrument.

1.2 INDEBTEDNESS AND THE NOTES DEFINED. All of 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 REPRESENTATIONS. The Mortgagor represents 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, (c) the interest of the Mortgagor in the Mortgaged Property specified in Exhibit "A" is true and correct, (d) by this instrument Mortgagor grants to the Trustee a direct first lien on the Mortgaged Property, (e) 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 (f) the Mortgagor is not obligated, by virtue of any prepayment under any contract providing for the sale by the Mortgagor of Hydrocarbons, to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor. The Mortgagor will, upon Mortgagee's reasonable request, 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. Should such an adverse claim be made against or a cloud develop upon the title to any part of the Mortgaged Property, Mortgagor agrees that it will, immediately provide Trustee and Mortgagee written notification thereof and will, upon Mortgagee's reasonable request, immediately defend against such adverse claim or take appropriate action to remove such cloud at Mortgagor's sole cost and expense, and Mortgagor further agrees that Trustee or Mortgagee may take such action as they deem advisable to protect and preserve their interests in the Mortgaged Property, and in such event Mortgagor will indemnify Trustee and Mortgagee against any and all cost, attorneys' fees and other expenses which they may incur in defending against any such adverse claim or taking action to remove any such cloud. The covenant of indemnity set forth in this Paragraph 2.2 shall survive the termination of this Mortgage, except for acts of willful misconduct or gross negligence by Mortgagee or Mortgagee's failure to observe a material statutory obligation.

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 material defect, as determined by Mortgagee in good faith, which may hereafter be discovered 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 Mortgagee are needed to transfer effectually to the Mortgagee 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 Mortgagee therein, or upon the income and profits thereof.

2.5 OPERATION OF THE MORTGAGED PROPERTY. Except to the extent expressly waived in writing by the Mortgagee, for 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, do any of the following: abandon any well or forfeit, surrender or release any oil and gas lease or any rights in the Mortgaged Property or enter into any new operating agreement or amend any existing operating agreement with respect to the Mortgaged Property without the prior consent of the Trustee.

B. Do all things necessary to preserve and maintain Mortgagee's first lien on the Mortgaged Property;

C. 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;

D. Pay or cause to be paid, promptly as and when due and payable, all rentals and royalties payable in respect of the Mortgaged Properties, and all expenses incurred in or arising from the operation or development of the Mortgaged Property;

E. Cause the Operating Equipment to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements thereof or thereto, to be promptly made;

F. 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) those set forth or referred to in Exhibit "A," (4) those being contested by the Mortgagor in good faith in such manner as not to jeopardize the Trustee's and the Mortgagee's rights in and to the Mortgaged Property; and (5) those consented to in writing by the Trustee; and

G. 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 reimburse Mortgagee for expenses which the Mortgagee incurred to 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 Mortgagee, and the Mortgagor 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 for any other competent authority, for the purpose of effectively creating, maintaining and preserving the lien hereof and the Mortgaged Property.

2.7 SALE OR MORTGAGE OF THE MORTGAGED PROPERTY. Except for sales of severed Hydrocarbons in the ordinary course of the Mortgagor's business and the lien and security interest created by this instrument, the Mortgagor will not sell, convey, mortgage, pledge, 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 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 Mortgagee (a) within ninety (90) days after the close of each fiscal year, the balance sheet, income statement, statement of changes in financial position and statement of changes in financial position and statement of changes in owner's capital or of retained earnings, of Mortgagor as of the close of such fiscal

year, certified by a certified public accountant acceptable to Mortgagee, (b) within forty-five (45) days after the close of each of the first three quarters in each fiscal year, the balance sheet, income statement, statement of changes in financial position and statement of changes in owner's capital or of retained earning as of the close of such quarter certified by Mortgagor, (c) upon the Mortgagee's request, but not more than once year, reports prepared by and independent person or firm acceptable to the Mortgagee 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 or Hydrocarbons ultimately recoverable, or the rate of production thereof, (d) 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.

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

2.10 RIGHT OF ENTRY. The Mortgagor will permit the Trustee or the Mortgagee, 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 TO TRANSACT BUSINESS. The Mortgagor is and will continue to be qualified to transact business and in good standing in each state where the conduct of its business or where the nature of its properties requires it to be qualified, and where failure so to qualify might have a material adverse effect on the Mortgagor or the Mortgaged Property.

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 Mortgagee, effective as of _____, 19____, 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. The Mortgagor shall have the right to collect such Hydrocarbons and all proceeds therefrom, and to retain, use and enjoy same, unless and until the Mortgagee, in its sole discretion and for any reason whatsoever, at any time (whether or not an Event of

Default defined in Article IV has occurred), gives Mortgagor notice that henceforth such Hydrocarbons and all proceeds therefrom shall be paid directly to the Mortgagee. 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 Mortgagee by virtue of the provisions of this Article, are authorized and directed to treat and regard the Mortgagee 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 Mortgagee, and shall be under no obligation to see to the application by the Mortgagee of any such proceeds or payments received by it. The Mortgagor agrees promptly to execute and deliver to the Mortgagee any and all assignments, transfer and division orders or other instruments as may be necessary or required by the Mortgagee.

3.2 APPLICATION OF PROCEEDS. All payments received by the Mortgagee pursuant to Section 3.1 hereof shall be applied as soon as practicable, but in any event not later than the next business day after the date received 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 and 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 Note, such application to be on such of the Notes and installments thereof as the Mortgages may select, or, at the option of the Mortgagee, released to the Mortgagor.

3.3 NO LIABILITY OF THE MORTGAGEE IN COLLECTION. The Mortgagee 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 MORTGAGEE'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. INDEMNITY. The Mortgagor agrees to indemnify the Trustee and the Mortgagee against all claims, actions, liabilities, judgments, costs, attorney's fees or other charges or whatsoever kind or nature (all hereinafter in this Section 3.5 called "claims") made against or incurred by them or either

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of them as a consequence of the assertion, either before or after the payment in full of the Indebtedness, that they or either or them received Hydrocarbons herein assigned or the proceeds thereof claimed by third persons, and the Trustee and the Mortgagee 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 Mortgagee any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Mortgagee and the Trustee or any of them. The obligations of the Mortgagor as hereinabove set forth in this Section 3.5 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. The occurrence of an Event of Default (other than any relating to non-payment of principal of or interest on the Loan Note) under the terms and provisions of the Loan Agreement and the continuance of such Event of Default for the applicable period of grace;

C. 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;

D. 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 trustee, 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);

E. A trustee, receiver or other custodian shall be appointed for the Mortgagor or for substantial part of the property thereof and shall not be discharged within thirty (30) days, or any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law shall be commenced against the Mortgagor and (if not consented to or acquiesced in by the Mortgagor) shall remain for thirty (30) days undismissed;

F. Any warranty or representation made by the Mortgagor herein shall prove to be untrue in any material respect;

G. Failure by the Mortgagor, within ten (10) days after notice thereof from the Mortgagee, to cure a default in the due performance or observance of any covenant or agreement contained in this instrument and not constituting a default in the payment of principal of or interest upon any Note or in the payment of any other Indebtedness;

H. Any 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; or

I. The title of the Mortgagor to the Mortgaged Property or any substantial part thereof shall become the subject matter of litigation which would or might, in the Mortgagee's opinion, upon final determination result in substantial impairment or loss of the security provided by this instrument and upon notice by the Mortgagee to the Mortgagor such litigation is not dismissed within thirty (30) days of such notice,

then and in any 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 PARTY OF THE MORTGAGED PROPERTY. Upon the occurrence of an event of default and if such event shall be continuing, the Trustee shall have the right and power to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as he or it 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 sale, and from time to time thereafter may further postpone 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 and if such event shall be continuing, 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 if 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 sale or disposition.

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 and if such event shall be continuing, 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 and if such event shall be continuing, 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 his or its possession at any sale held by the Trustee or any 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 such sale the Mortgaged Property purchased by such purchasers at such sale, and if it should be impossible or impracticable for any such purchasers to take actual deliver 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 ASPECT OF SALE. The Mortgagee 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 Mortgagee 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 APPLICATION OF PROCESS. 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 or its 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.

5.8 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, and Mortgagor also waives 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.

5.9 COSTS AND EXPENSES. All costs and expenses (including attorneys' fees) incurred by the Trustee or the Mortgagee 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 effective rate of interest from time to time accruing on the Loan Note, all of which shall constitute a portion of the Indebtedness.

5.10 OPERATION OF THE MORTGAGED PROPERTY BY 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,

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except to use the 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, 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 operations and developments (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.

5.11 CONDEMNATION. The Mortgagee shall be entitled to receive as further security for payment of the Indebtedness (a) any and all sums which may be awarded or become payable to Mortgagor for the condemnation of taking by eminent domain of the Mortgaged Property or any part thereof, for public or quasi-public use, or by virtue or private sale in lieu thereof, and (b) any sums which may be awarded or become payable to Mortgagor for damages caused by public works or construction on or near the Mortgaged Property. All such sums are hereby assigned as security to the Mortgagee, and Mortgagor shall, upon request of the Mortgagee, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable the Mortgagee to collect and receipt for any such sums. The Mortgagee shall not, under any circumstances, be liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 SUCCESSOR TRUSTEE. The Trustee may resign in writing addressed to the Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed by the Mortgagee. In case of death, resignation or removal of a Trustee, a successor Trustee may be appointed by the Mortgagee by instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirements without formality other than appointment and designation in writing.

6.2 ADVANCES BY THE MORTGAGEE 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 Mortgagee, 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 effective rate of interest provided for in the Loan Note or, in the event any promissory note evidences such indebtedness, upon the terms and conditions thereof. No such advance shall be deemed to relieve the Mortgagor from any default hereunder.

6.3 DEFENSE OF CLAIMS. The Mortgagor will notify the Trustee, in writing, promptly of the commencement of any legal proceedings effecting 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 Mortgagee's rights affected thereby; and should the Mortgagor fail or refuse to take any such action, the Trustee or the Mortgagee 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 Mortgagee or the Trustee on behalf of the Mortgagee, may take such independent action in connection therewith as they may in their discretion deem proper, the Mortgagor hereby agreeing that all sums advanced or all expenses in such actions plus interest at an annual rate equal to the effective rate of interest of the Loan Note, will, on demand, be reimbursed to the Mortgagee, 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 Mortgagee 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 now 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 Trustee or the Mortgagee 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 LIMITATIONS 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 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 Mortgagee in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or

enforceability of any such provision in any other jurisdiction. 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. Without limiting the generality of the foregoing, no reference in this instrument to powers of sale or non-judicial foreclosure procedures shall be applicable to any Mortgaged Property located in any state whose laws governing foreclosure of mortgages would not permit or recognize such powers or procedures.

6.8 RIGHTS CUMULATIVE. Each and every right, power and remedy herein given to the Trustee or the Mortgagee shall be cumulative and not exclusive; and each and every 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 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 WAIVER. Any and all covenants in this instrument may from time to time by instrument in writing signed by the Trustee or the Mortgagee be waived to such extent and in such manner as the Trustee or the Mortgagee may desire, but no such waiver shall ever affect or impair either the Trustee's or the Mortgagee's rights or liens hereunder, except to the extent specifically stated in such written instrument.

6.10 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 or its successors, and the Mortgagee, its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

6.11 ARTICLE AND SECTION HEADINGS. The article and section headings in this instrument are inserted for the convenience of reference and shall not be considered a part of this instrument or used in its interpretation.

6.12 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. All counterparts shall together constitute but one and the same instrument.

6.13 SPECIAL FILING AS FINANCING STATEMENT. This Mortgage and Deed of Trust shall likewise be a Security Agreement and a Financing Statement. Mortgagor hereby grants to Mortgagee, its successors and assigns, a security interest in all personal property, equipment, fixtures, accounts, contract rights and general intangibles described or referred to in Granting Clauses (a) through (g) herein and all proceeds from the sale, lease or other disposition of the Mortgaged Properties or any part thereof. This Mortgage and Deed of Trust shall be filed for record, among other places, in the

real estate records of each county in which Mortgaged Property or any part thereof, are situated, and, when filed in such counties shall be effective as a financing statement covering certain goods which are or may become fixtures on, and Hydrocarbons to be removed from, the lands described in Exhibit "A" (and accounts arising therefrom), which are to be financed at the wellheads of the wells located on the lands described in Exhibit "A."

6.14 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 Bank or the Trustee.

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.

MORTGAGORS AND DEBTORS:

PRESIDIO EXPLORATION, INC.

Attest:

By _____
Sarah J. Jones

Title Secretary

By _____
Grant E. Thayer

Title Executive Vice President

Address:

1700 Broadway, Suite 1411
Denver, Colorado 80290

PRESIDIO OIL COMPANY

Attest:

By _____
Sarah J. Jones

Title Secretary

By _____
Grant E. Thayer

Title Executive Vice President

Address:

1700 Broadway, Suite 1411
Denver, Colorado 80290

SECURED PARTY:

FIRST INTERSTATE BANK
OF CALIFORNIA

Address:

707 Wilshire Boulevard
Los Angeles, California 90017

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STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of November, 1985 by Grant E. Thayer, known to me to be the Executive Vice President, of PRESIDIO EXPLORATION, INC., as the act of said corporation duly authorized by its Board of Directors.

WITNESS my hand and official seal.

PAMELA M. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Pamela M. Johnson
Notary Public

My Commission Expires May 1, 1986

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of November, 1985 by Grant E. Thayer, known to me to be the Executive Vice President of PRESIDIO OIL COMPANY, as the act of said corporation duly authorized by its Board of Directors.

WITNESS my hand and official seal.

PAMELA M. JOHNSON NOTARY PUBLIC STATE OF COLORADO

Pamela M. Johnson
Notary Public

My Commission Expires May 1, 1986

Exhibit "A" To Mortgage, Deed of Trust, Assignment, Security Agreement, And Financing Statement

Prospect	Well Name and Location and Base Lease Description	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
North Boiling Springs #77-13	Sooner #1-33 Southwest Quarter, Section 33, Township 25 North, Range 20 West, Harper County, Oklahoma Lease A Dated: April 27, 1977 Lessor: Ray Rittenhouse and Velma L. Rittenhouse Lessee: Funk Petroleum Recorded: Book 276, page 67 Lease B Dated: June 17, 1977 Lessor: Verna E. Leachman Gowdey Lessee: Jess Harris, Jr. Recorded: Book 285, page 303 Lease C Dated: June 17, 1977 Lessor: Ralph P. Leachman Lessee: Jess Harris, Jr. Recorded: Book 285, page 301 Lease D Dated: June 7, 1977 Lessor: Oakley T. Leachman Lessee: Jess Harris, Jr. Recorded: Book 285, page 299	.190520835 (WI) plus .001875 (ORRI)	.190520835 (WI) plus .001875 (ORRI)	.25	.25

Prospect	Well Name and Location and Base Lease Description	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
North Boiling Springs #77-13	Sooner #1-33 (cont'd)				

Lease E
- Dated: June 7, 1977
- Lessor: Claude E. Leachman and Eliza C. Leachman, husband and wife
- Lessee: Jess Harris, Jr.
- Recorded: Book 285, page 297

Lease F
- Dated: March 3, 1978
- Lessor: Hadson Ohio Oil Company
- Lessee: Funk Petroleum, Inc.
- Recorded: Book 285, page 243

Lease G
- Dated: April 27, 1977
- Lessor: Everett C. Johnston and Juanita Johnston
- Lessee: Funk Petroleum, Inc.
- Recorded: Book 275, page 283

Lease H
- Dated: June 7, 1976
- Lessor: Commissioners of the Land Office State of Oklahoma
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 278, page 265

Lease I
- Dated: June 7, 1976
- Lessor: Commissioners of the Land Office State of Oklahoma
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 284, page 84

Prospect	Well Name and Location and Base Lease Description	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
North Boiling Springs #77-13	Sooner #1-33 (cont'd)				

Lease J
- Dated: July 31, 1978
- Lessor: Board of County Commissioners Harper County, Oklahoma
- Lessee: W.R. Gray
- Recorded: Book 290, page 136

Lease K
- Dated: March 3, 1978
- Lessor: St. Vincents Island Company
- Lessee: Funk Petroleum, Inc.
- Recorded: Book 286, page 632

Lease L
- Dated: March 3, 1978
- Lessor: William H. Crocker
- Lessee: Funk Petroleum, Inc.
- Recorded: Book 286, page 642

Lease M
- Dated: March 3, 1978
- Lessor: A.L. Loomis, III
- Lessee: Funk Petroleum, Inc.
- Recorded: Book 286, page 634

Lease N
- Dated: March 3, 1978
- Lessor: Candace L. Lake by A.L. Loomis, Jr.
- Lessee: Funk Petroleum, Inc.
- Recorded: Book 286, page 636

Prospect	Well Name and Location and Base Lease Description	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
North Boiling Springs #77-13	Sooner #1-33 (cont'd) Lease O Dated: March 3, 1978 Lessor: Henry S. Loomis by A.L. Loomis, Jr. Lessee: Funk Petroleum, Inc. Recorded: Book 286, page 638 Lease P Dated: March 3, 1978 Lessor: Mary P. Loomis by A.L. Loomis, Jr. Lessee: Funk Petroleum, Inc. Recorded: Book 286, page 640				
Murdock #82-25	Holt #2-10 South Half of the Northwest Quarter, Section 10, Township 4 North, Range 15 East, Texas County, Oklahoma Lease A Dated: May 4, 1933 Lessor: Florence N. Murdock and H.W. Murdock, her husband Lessee: Empire Oil and Refining Company Recorded: Book 180, page 544	.154	.154	.20	.20
	Holt #4-10 Southwest Quarter of the Northwest Quarter, Section 10, Township 4 North, Range 15 East, Texas County, Oklahoma Lease A Dated: May 4, 1933 Lessor: Florence N. Murdock and H.W. Murdock, her husband Lessee: Empire Oil and Refining Company Recorded: Book 180, page 544	.154	.154	.20	.20

Prospect	Well Name and Location and Base Lease Description	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
Murdock #82-25	Holt #3-10 North Half of the Southeast Quarter, Section 10, Township 4 North, Range 15 East, Texas County, Oklahoma Lease A Dated: March 23, 1933 Lessor: Florence N. Murdock and H.W. Murdock, her husband Lessee: Empire Oil and Refining Company Recorded: Book 189, page 73	.144	.144	.20	.20
	Murdock #10-14 South Half of the Southwest Quarter, Section 10, Township 4 North, Range 15 East, Texas County, Oklahoma Lease A Dated: March 23, 1933 Lessor: Florence N. Murdock and H.W. Murdock, her husband Lessee: Empire Oil and Refining Company Recorded: Book 189, page 73	.154	.154	.20	.20
St. Claire #82-10	McMordie #2-8 Section 8, Certificate 305 Brooks and Burleson Survey Hemphill County, Texas Lease A Dated: January 18, 1978 Lessor: Agnes Berends McMordie, a femme sole; Robert B. Alexander and wife, Alice; Ralph Alexander and wife, Lucille; Mabel Alexander Forgey, a widow; Dean A. Alexander and wife, Anita; R.T. Alexander and wife, June Lessee: Malouf Abraham Recorded: Book 163, page 498	.0375	.0375	.05	.05

Prospect	Well Name and Location	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
Mustang II #78-18	Kerr-McGee #1 Northeast Quarter, Section 18, Township 11 North, Range 5 West, Canadian County, Oklahoma	.0451074	.0451074	.06054	.06054

Lease A
- Dated: November 27, 1978
- Lessor: Irene Burgess, a widow
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 755, page 527

Lease B
- Dated: November 30, 1978
- Lessor: R.M. Webber, also known as Richard M. Webber; Dana Anthony Clasby and the Citizens National Bank and Trust Company of Oklahoma City, Oklahoma, Executors of the Estate of Charles Ross Anthony, deceased, also known as C.R. Anthony
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 760, page 742

Lease C
- Dated: August 28, 1979
- Lessor: Walter E. Atkinson, Executor of the Estate of Wm. H. Atkinson, deceased
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 810, page 720

Lease D
- Dated: April 18, 1980
- Lessor: Jean R. Brown, a single person
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 829, page 208

Prospect	Well Name and Location	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
Mustang II #78-18	Kerr-McGee #1 (cont'd)				

Lease E
- Dated: April 4, 1980
- Lessor: Margaret K. Replogle
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 829, page 206

Lease F
- Dated: April 4, 1980
- Lessor: Jamie Belle Long
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 836, page 488

Lease G
- Dated: April 4, 1980
- Lessor: Louise Edwards
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 829, page 210

Lease H
- Dated: April 4, 1980
- Lessor: Dee A. Replogle
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 828, page 370

Lease I
- Dated: April 4, 1980
- Lessor: Robert A. Ellsworth, individually and as attorney-in-fact for Mrs. Peter (Nancy) Keane
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 834, page 195

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Prospect	Well Name and Location	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
Mustang II #78-18	Kerr-McGee #1 (cont'd) Lease J Dated: April 10, 1980 Lessor: James Replogle Fleming, individually and as attorney-in-fact for Mrs. Tom (Sally) Tresselt, Mrs. Gunther (Joan) Burkert, Mrs. Elmer (Pamela) Roby Lessee: Lee Oil Properties, Inc. Recorded: Book 836, page 486 Lease K Dated: April 4, 1980 Lessor: Paul Houston Lessee: Lee Oil Properties, Inc. Recorded: Book 828, page 259 Lease L Dated: April 4, 1980 Lessor: Paul Houston, as attorney-in-fact for Diana Houston Lessee: Lee Oil Properties, Inc. Recorded: Book 836, page 490				
	Kerr McGee #2 Northwest Quarter, Section 18, Township 11 North, Range 5 West, Canadian County, Oklahoma Lease A Dated: November 13, 1978 Lessor: Winona Fern Griffin, also known as Wynona Fern Griffin and Francis E. Griffin, wife and husband Lessee: Lee Oil Properties, Inc. Recorded: Book 757, page 275	.1370736	.1370737	.18399	.18399

Prospect	Well Name and Location	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
Mustang II #78-18	Kerr-McGee #2 (cont'd)				

Lease B
- Dated: December 5, 1978
- Lessor: Ralph Kenneth Lawson, also known as Ralph K. Lawson and Lema E. Lawson, husband and wife
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 759, page 27

Lease C
- Dated: December 5, 1978
- Lessor: Harold James Lawson, also known as Harold J. Lawson and Jean Claire Lawson, husband and wife
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 759, page 30

Lease D
- Dated: November 8, 1978
- Lessor: Leta Floydeen Kendall and Kenneth Carl Kendall, wife and husband
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 758, page 806

Lease E
- Dated: March 26, 1981
- Lessor: Gladys D. Welch and Mark Welch
- Lessee: Lee Oil Properties, Inc.
- Recorded: Book 886, page 178

Prospect	Well Name and Location	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
Mustang II #78-18	Kerr-McGee #2 (cont'd)				
	Lease F Dated: March 27, 1981 Lessor: Helen M. Sears and Robert K. Sears Lessee: Lee Oil Properties, Inc. Recorded: Book 887, page 20				
	Lease G Dated: November 18, 1981 Lessor: Kerr-McGee Corporation Lessee: Finis Smith Recorded: Book 924, page 277				
Goose #82-11	Robberson #13-15 Southeast Quarter, Section 13, Township 11 North, Range 6 West, Canadian County, Oklahoma	.144	.1083334	.20	.1333334
	Lease A Dated: September 23, 1980 Lessor: Lizzie E. Klepper Lessee: D.A. Bash & Associates, Inc. Recorded: Book 862, page 432				
	Lease B Dated: September 18, 1980 Lessor: Osee B. Spitler, et vir Lessee: D.A. Bash & Associates, Inc. Recorded: Book 862, page 438				
	Lease C Dated: September 18, 1980 Lessor: John H. Mercer Lessee: D.A. Bash & Associates, Inc. Recorded: Book 862, page 436				

Prospect	Well Name and Location	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
Goose #82-11	Robberson #13-15 (cont'd) Lease D Dated: September 18, 1980 Lessor: Okla N. Bates, et ux Lessee: D.A. Bash & Associates, Inc. Recorded: Book 862, page 434 Lease E Dated: September 18, 1980 Lessor: Edna Ella Bales Lessee: D.A. Bash & Associates, Inc. Recorded: Book 862, page 440 Lease F Dated: October 2, 1980 Lessor: J.E. Bales, et ux Lessee: D.A. Bash & Associates, Inc. Recorded: Book 862, page 442 Lease G Dated: October 8, 1980 Lessor: Stephen M. Robberson, et ux Lessee: D.A. Bash & Associates, Inc. Recorded: Book 865, page 530				
	Frailey-Tyler #24-9 Southeast Quarter, Section 24, Township 11 North, Range 6 West, Canadian County, Oklahoma Lease A Dated: February 7, 1980 Lessor: Mitchell K. Disney Lessee: Stewart L. Killam Recorded: Book 819, page 760	.147125	.117375	.20	.15

Prospect	Well Name and Location	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
Goose #82-11	Frailey-Tyler #24-9 (cont'd)				

Lease B
- Dated: February 5, 1980
- Lessor: Elizabeth D. Baker, also known as Gloria E. Baker
- Lessee: Stewart L. Killam
- Recorded: Book 819, page 762

Lease C
- Dated: March 27, 1980
- Lessor: Dawn D. Yorke, also known as Iris D. Yorke
- Lessee: Stewart L. Killam
- Recorded: Book 819, page 764

Lease D
- Dated: February 7, 1980
- Lessor: Richard L. Disney, Jr.
- Lessee: Stewart L. Killam
- Recorded: Book 819, page 767

Lease E
- Dated: November 8, 1982
- Lessor: The First National Bank & Trust Company of Oklahoma City, Oklahoma as Agent U/A with and for James H. Tyler
- Lessee: Paragon Lease Services, Inc.
- Recorded: Book 994, page 680

Lease F
- Dated: November 8, 1982
- Lessor: The First National Bank & Trust Company of Oklahoma City, Oklahoma as Agent U/A with and for Robert L. Frailey
- Lessee: Paragon Lease Services, Inc.
- Recorded: Book 994, page 683

Prospect	Well Name and Location	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
Goose #82-11	Merrill #2-24 West Half of the Northeast Quarter, Section 24, Township 11 North, Range 6 West, Canadian County, Oklahoma Lease A Dated: January 31, 1980 Lessor: Ruben J. Merrill Lessee: Stewart L. Killam Recorded: Book 815, page 469 Lease B Dated: January 16, 1980 Lessor: John G. Watt, et ux Lessee: Stewart L. Killam Recorded: Book 818, page 262	.1059224	.1043334*	.1353639	.1333334*
	Merrill #1-24 Northeast Quarter, Section 24, Township 11 North, Range 6 West, Canadian County, Oklahoma Lease A Dated: January 31, 1980 Lessor: Ruben J. Merrill Lessee: Stewart L. Killam Recorded: Book 815, page 469 Lease B Dated: January 16, 1980 Lessor: John G. Watt, et ux Lessee: Stewart L. Killam Recorded: Book 818, page 262	.144	.1043340	.20	.1333334

Prospect	Well Name and Location	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
Bird Canyon #78-11	Walstrom Federal #30-1 Southwest Quarter, Section 1, Township 27 North, Range 112 West, Sublette County, Wyoming Lease A Dated: October 1, 1978 Lessor: United States of America Lessee: L. A. Walstrom, Jr. Serial #: Wyoming 64985	.0475 (ORRI)	.42375 (WI)**	0	.50
Clabaugh Draw #83-02	Clabaugh #1-4 Northwest Quarter of the Southwest Quarter, Section 4, Township 47 North, Range 71 West, Campbell County, Wyoming Lease A Dated: May 13, 1983 Lessor: Glenn L. Clabaugh and Sylvia S. Clabaugh, husband and wife Lessee: Clark & George Recorded: Book 686, page 100 Lease B Dated: May 13, 1983 Lessor: Sherry Angerhofer, a married woman, dealing with her sole and separate property Lessee: Clark & George Recorded: Book 686, page 104 Lease C Dated: May 13, 1983 Lessor: Rick G. Floyd, a married man, dealing with his sole and separate property Lessee: Clark & George Recorded: Book 686, page 108	.0075 (ORRI)	.19625 (WI)	0	.25

Prospect	Well Name and Location	Presidio Net Revenue Interest Before Payout	Presidio Net Revenue Interest After Payout	Presidio Net Working Interest Before Payout	Presidio Net Working Interest After Payout
Clabaugh Draw #83-02	Clabaugh #1-4 (cont'd) Lease D Dated: May 13, 1983 Lessor: Helen C. Graham and Terrel J.R. Graham Lessee: Clark & George Recorded: Book 686, page 112 Lease E Dated: May 13, 1983 Lessor: Toni Jo Wagoner, a married woman, dealing with her sole and separate property Lessee: Clark & George Recorded: Book 686, page 116				
Ridgeview #82-27	Lynde #1-35 Northwest Quarter of the Southwest Quarter, Section 35, Township 48 North, Range 72 West, Campbell County, Wyoming Lease A Dated: December 13, 1982 Lessor: Stockman's Bank & Trust Company, Trustee of the I.W. Lynde Trust and Winnie E. Lynde Trust Lessee: Clark & George Recorded: Book 657, page 591	.156	.146875	.20	.1875

* Amount to be paid After Non-Consent Penalties Satisfied.

** This lease includes the standard federal sliding-scale royalty reservation which could affect Presidio's Net Revenue Interest based upon volume of production.

CCO/0831Djkl

631

Released BK 1001 pg 412

MORTGAGE DEED--FORM NO. 41½ THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JERRY L. JOHNSON and BARBARA G. JOHNSON, husband and wife,

mortgagor S, of County, State of Florida, to secure the payment of Ten Thousand Five Hundred and N0/100 ($10,500.00) ---------- Dollars, due 11/20/92 with interest from 11/20/85 at the rate of ten (10%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 84 equal monthly payments of $174.31 each, which include interest at the rate of 10% per annum; first said payment due 12/20/85 and on the 20th day of each month thereafter until paid in full; do hereby mortgage to

GENE N. CHOMKO and JANET M. CHOMKO, husband and wife,

mortgagee, whose address is 14138 Reservations Road, Salinas, California 93908

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

Tract Two (2) of Sheet Twelve (12) of the Hoback Ranches Subdivision as the same is shown on the official plat thereof as filed in the office of the Sublette County Clerk, Pinedale, 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; or prior mineral reservations of record.

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

209616 This mortgage is not assumable without the written consent of the mortgagees. In the event of the mortgagors selling, transferring or contracting to sell any of their interest in the above described real property, this mortgage and the note it secures shall become immediately due and payable in full.

RECORDED December 2 1985 11:30 AM
IN BOOK 44 Mtg PAGE 631
FEES $ 6.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney Deputy

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable 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 day of A. D. 19 85.

In the presence of

Jerry L Johnson
JERRY L. JOHNSON

Barbara G. Johnson
BARBARA G. JOHNSON

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me by Jerry L. Johnson and Barbara G. Johnson, this 22 day of Nov., 1985.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: _____

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of _____ } ss.

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

_____
County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk

No. _____ Fees, $_____

633 Released BK. 14 Rel. @ Pg 393

MORTGAGE DEED—FORM NO. 4 THE MILLS COMPANY, SHERIDAN 141302

SECOND

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DONALD L. POST AND ELIZABETH POST, husband and wife,

Box 204

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

Seven Thousand and N0/100 ($7,000.00) - Dollars, due 11/20/90

with interest from 11/20/85 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 $170.23 each, which include interest at the rate of 16% per annum; first said payment due on

12/20/85 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:

Tracts One (1) and Two (2) of the Tyler Subdivision, Sublette County, Wyoming as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming; TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents 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** and is secondary to that certain mortgage recorded in the office of the Sublette County Clerk on December 14, 1977 in Book 29 of Mortgages at page 545 between Donald L. Post and Elizabeth Post, husband and wife, as Mortgagors, and First National Bank of Pinedale as Mortgagee.

209622

RECORDED December 3 19 85 8:00 AM
IN BOOK 44 Mtg PAGE 633
FEES $6.00 Lois J. Yonki 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 19th day of November A. D. 19 85 .

In the presence of

Donald L Post
DONALD L. POST

Elizabeth G. Post
ELIZABETH POST

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Donald L. Post and Elizabeth Post,

this 21st day of November, 19 85.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/89

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, $

6.34

RISE B 13 P. 271

635

MORTGAGE DEED—FORM NO. 4½

6-6-86

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN D. AWVE and DIANE L. AWVE, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty Thousand and N0/100 ($20,000.00) Dollars, due 12/1/95 with interest from 12/1/85 at the rate of twelve and one-half (12½%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable as follows: Interest only shall be paid on the principal amount for ten (10) years. Interest shall be payable in monthly payments commencing on 1/1/86 and on the first day of each and every month thereafter until paid in full. Principal shall be due and payable in full on 12/1/95.

do hereby mortgage to EDWIN S. IJELLUM and ROSALIE M. IJELLUM, husband and wife,

mortgagee, whose address is 2418 Alamo St. Pinole, California 94564

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

A parcel of land located in the Shriver Subdivision describing the northerly part of Lot One (1).
BEGINNING at the northwest lot corner of said lot. Thence from said point of beginning N.78°54'E., a distance of 398.10 feet to a point on a curve to the right, said point being on the westerly right-of-way of the Cora-Pinedale County Road, said point whose tangent bears S.25°44'E., said curve having a central angle of 38°42', a radius of 1595.67 feet, and an arc of 1077.78 feet. Thence along arc of said curve 210 feet to a point on the curve whose tangent bears S18°12'E., thence S.86°04'W., a distance of 467.18 feet; thence N.01°10'W., a distance of 150 feet to the point of beginning. Said parcel contains 1.75 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.

This mortgage is not assumable without the written consent of the mortgagees. In the event of the mortgagors selling, transferring or contracting to sell any of their interest in the above described real property, this mortgage and the note it secures shall become immediately due and payable in full.

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 3rd day of December A. D. 19 85.

In the presence of

John D. Awve
JOHN D. AWVE

Diane L. Awve
DIANE L. AWVE

209625

RECORDED December 3 1985 10:00 AM
IN BOOK 44 Mtg. PAGE 635
FEES 6.00 Lois J. Yake COUNTY CLERK
S[redacted] COUNTY CLERK

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by John D. Awve and Diane L. Awve, this 3rd day of December, 1985.

Witness my hand and official seal.

Diane E. Neal
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires June 17, 1986

Diane E. Neal
Signature
Notary Public
Title of Officer

My Commission Expires: 6/17/86.

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, $

6-35 A

Released BK 14 Recs Pg 517

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Joseph D. DeCora and Hilda Jean DeCora
Husband and Wife
herein designated as Mortgagor, of Rock Springs, County of
Sweetwater, State of Wyoming, to secure the payment of the principal
sum of Ten thousand fourteen and no/100* * * * * * * * * * * * * * Dollars ($10,014.00)
with interest as evidenced by a promissory note dated August 30, 1985 herewith to the order of

First Wyoming Bank, NA-Rock Springs
200 North Center
P.O. Box 940
Rock Springs, WY 82901

hereinafter designated Mortgagee, principal and interest payable in 60 installments of $ 250.00 each on the 30th day of each month, beginning on the 30th day of September 19, 85, 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 August 30, 1990, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

The Northeast one-quarter of the Southwest one-quarter (NE¼SW¼) of Section 30, Township 35 North, Range 110 West of the 6th Principal Meridian, containing 40 acres, more or less, which parcel, for identification purposes, is also known as Tract 13 of C L Bar Ranches, an addition to Sublette County, Wyoming, as identified on the plat which was filed of record in the office of the Clerk of Sublette County on May 28, 1980, in Book 37 of Miscellaneous Records at Page 25; together with all improvements thereon, easements, and rights appertaining thereto, including all rights to water, ditches, canals and reservoirs which may be attached to said tract, routes of ingress and egress, whether of record or in use; SUBJECT, however, to restrictive covenants, easements established of record in use, reservations and other matters of public record; hereby expressly reserving unto C L Bar Ranches, a partnership, its successors and assigns, all minerals of every kind and nature, including oil, gas and other hydrocarboneous substances, together with appurtenant rights of exploration, mining and production; hereby releasing and disclaiming any rights under and by virtue of the homestead exemption laws of the State of Wyoming.

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:

209626

REL-061(2-84)

RECORDED December 5 1985 10:22AM
IN BOOK 44 Mtg PAGE 636
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[redacted] by Carol A. Cheney [redacted] Deputy [redacted]

[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 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 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.

And the said Hilda Jean DeCora wife of the said Joseph D. DeCora upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 30th day of August, 1985.

In the presence of—

Joseph D. DeCora

Hilda Jean DeCora

THE STATE OF WYOMING,
County of Sweetwater } ss:

On this 30th day of August, 1985, before me personally appeared Joseph D. DeCora and Hilda Jean DeCora to me known to be the person described in and who executed the foregoing instrument, and acknowleged 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 30th day of August, A. D. 19 85.

(Seal)

My Commission expires

11-16-87

PUBLIC
J. MARTIN
Wyoming
1987

Notary Public.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Raynald Stewart and Delaine Stewart Husband and Wife herein designated as Mortgagor, of Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Seventeen Thousand One Hundred Fifty Three & .77 Dollars ($ 17,153.77) with interest as evidenced by a promissory note dated November 15, 1985 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 60 installments of $ 412.60 each on the ~~15~~ XXXX day of each month, beginning on the ~~15~~ XXXX day of December, 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 final installment on November 15, 1990, hereby mortgages to said Mortgagee, the following-described real estate situated in County, State of Wyoming, to wit:

Lot Five (5), Block Five (5), Ball Second Addition to the Town of Marbleton as the same appears of record 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.

209659

RECORDED December 4 19 85 8:00 AM
IN BOOK 44 Mortgage PAGE 639
FEES $8.00 Dawn Mecke 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 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:

REL-063 (1-76)

639 Released Bk. 15 Rel. @ Pg. 383

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 Mort[redacted] or other legal holder thereof, sha[redacted]se its credit risk [redacted]ote and all other obligations, [redacted] contingent, of any maker or en[redacted]ereof to payee shall become due and payable immediately without notice

[redacted] hole of the then indebtedness secu[redacted]by, inclusive of principal, interest, [redacted]t herein contained, [redacted] of breach of any covenant or [redacted]t herein rents, i[redacted]xes, assessments, water charges, expenditures for repairs or maintenance, together with all [redacted]rages, ground 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 Delaine Stewart wife of the said Raynald Stewart 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 November, 1985.

In the presence of—

Raynald Stewart

Delaine Stewart

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 15th day of November 1985, before me personally appeared Raynald Stewart and Delaine Stewart 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 November, A. D. 1985.

(Seal)

My commission expires
September 1, 1989

Billy G. Ballard
Notary Public.

Frontier Printing & Mailing Co.
—Cheyenne—

641

RIse Book 13, Page 193

642

RECORDED December 9 1985 8:00 A.M.
IN BOOK 44 MTG PAGE 642
FEES $12.00 Linda S. Eyer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

200775

MORTGAGE AND ASSIGNMENT OF PRODUCTION

PART I

Stovall Oil Company, 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 10, Casper, Wyoming 82602, hereinafter called "Lender", all of the right, title and interest, including leasehold, working interest, overriding royalty 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, overriding royalty 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 --Two Hundred Fifty Thousand and No/100 Dollars, (250,000.00)-- due and payable at maturity bearing interest at the rate of 1.00% over the Index Rate as announced by First Interstate Bank of Casper, N.A., adjusted at time of announcement, from the date hereof, of which interest is payable monthly, 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 interest 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 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 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 hereof, 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, Borrower hereby grants, bargains, sells, assigns, transfers, conveys and sets over to Lender, its successors and assigns, effective as of 7:00 a.m. December 4, 1985, all of the Borrower's right, title and interest in and to leasehold, working interest, overriding royalty 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 interest in and to leasehold, working interest, overriding royalty 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 transferee 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 the, shall be fully protected in so treating and regarding Lender as such owner and assignee 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 1st day of each month hereafter during the term hereof and commencing January 1, 1986, to

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, overriding royalty 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 Stovall Oil Company 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, expect to account for funds actually received.

PART III

If all indebtedness of Borrower 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 December, 1985.

ATTEST:

STOVALL OIL COMPANY

By: _____

By: B. J. Stovall
B. J. Stovall, Partner

ATTEST:

FIRST INTERSTATE BANK OF CASPER, N.A.

By: _____
Kathryn M. Clark
Assistant Vice President

By: John A. Milliken
John A. Milliken
Vice President

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 4th day of December, 1985 by B. J. Stovall.

Witness my hand and official seal.

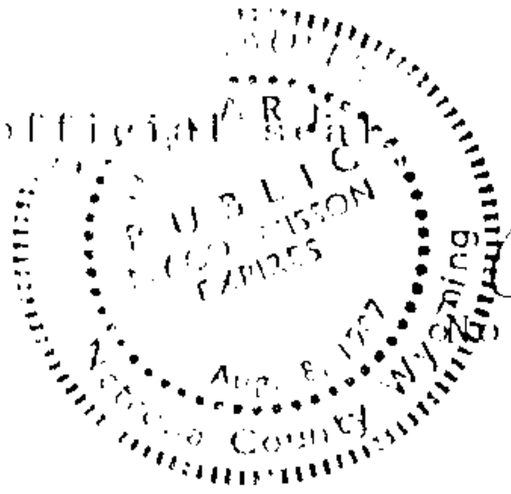
CONNIE HAUFFE NOTARY PUBLIC MY COMMISSION EXPIRES Aug. 8, 1987 Natrona County Wyoming

Notary Public

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

On this 4th day of December, 1985, 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 acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and official seal.



Notary Public

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EXHIBIT "A"

BIRD CANYON FIELD

Reardon Draw #1-21
Township 27 North, Range 111 West
Section 21: NW¼
Sublette County, Wyoming

Reardon Draw #2-21
Township 27 North, Range 111 West
Section 21: NW¼SW¼
Sublette County, Wyoming

Reardon Draw #3-21
Township 27 North, Range 111 West
Section 21: NE¼
Sublette County, Wyoming

209856

RECORDED December 13 1985 10:30 AM
IN BOOK 114 Misc PAGE 647
FEES $10.00 Sara J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McAlvain

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 11, 19 86. The mortgagor is Maryhelen Leckie and Margaret C. Leckie, both single persons ("Borrower"). This Security Instrument is given to First Security Bank of Rock Springs, which is organized and existing under the laws of Wyoming, and whose address is 1400 Dewar Drive Rock Springs, WY 82901 ("Lender"). Borrower owes Lender the principal sum of Sixty Seven Thousand Six Hundred and No/100's*** Dollars (U.S. $ 67,600.00). 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, 2016. 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 that tract of land of record in the Office of the Clerk of Sublette County in Book 6 of Quit-Claim Deeds on Page 536 and part of the SW¼NW¼ and NW¼SW¼ of Section 12, Township 33 North, Range 109 West, Sublette County, Wyoming, described as follows:

BEGINNING at the west one-quarter corner of Section 12 found as described in the Certified Land Corner Recordation Certificate filed in the said Office;
thence N.00°05.0'E., 658.66 feet along the west line of said Section 12 to a point;
thence S.89°22.7'E., 622.99 feet to an intersection with the center-line of a private road of record in the said Office in Book 30 of Miscellaneous Records on page 241;
thence coursing the center-line of the said roadway as follows:
thence S.12°17.7'W., 362.36 feet;
thence Southerly, 59.89 feet along the arc of a circular curve to the left through a central angle of 08°26'11" with radius of 406.75 feet;
thence S.03°51.5'W., 310.43 feet;
thence Southerly, 149.20 feet along the arc of a circular curve to the left through a central angle of 14°28'15" with radius of 590.75 feet;
thence S.10°36.7'E., 204.93 feet to a 3/8"x12" steel spike and leave said roadway;
thence S68°49.0'W., 605.82 feet to a point on the west line of said Section 12;
thence N.00°05.0'E., 640.00 feet to the CORNER OF BEGINNING.

which has the address of Looney Lane [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.

647 Released BK 17 Rel. Pg 278 2/3/95

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.

650

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.

Maryhelen Leckie .....(Seal)
Maryhelen Leckie —Borrower

Margaret C. Leckie .....(Seal)
Margaret C. Leckie —Borrower

[Space Below This Line For Acknowledgment]

STATE OF ...WYOMING.....
} SS:
COUNTY OF ...SUBLETTE.....

I, ...John Overgaag..., a Notary Public in and for said county and state, do hereby certify that ....Maryhelen Leckie and Margaret C. Leckie..., personally appeared before me and ix(are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be ....their.... free and voluntary act and deed and that (his, her, their)
.....they..... executed said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this ....11th.... day of ...December..., 1985...

My Commission Expires:
John Overgaag Notary Public
County of State of
Sublette Wyoming
My Commission Expires Oct. 24, 1988

John Overgaag (SEAL)
Notary Public

This instrument was prepared by.....

44771 .

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Redstone Corporation

a corporation, herein designated as Mortgagor, of Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Two hundred thousand and no/100* * * * * * * * * ** * * Dollars ($200000.00 with interest as evidenced by a promissory note dated November 28, 1985 herewith to the order of

First Wyoming Bank, NA-Rock Springs
200 North Center, P.O. Box 940
Rock Springs, WY 82901

principal and interest payable as follows: Interest due quarterly beginning February 28, 1986, principal due at maturity.

209868

RECORDED December 16 1985 11:00 A.M.
IN BOOK 44 Mtg PAGE 651
FEES $ 9.00 Jane F Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

ALL OF REDSTONE, 3rd ADDITION, TOWN OF PINEDALE,
SUBLETTE COUNTY, WYOMING.

(SEE LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF)

THAT PART OF THE SE¼SE¼, SECTION 4, SW¼NE¼ AND N½SE¼ OF SECTION 9, T.29N., R.109W., 6TH P.M., SUBLETTE COUNTY, WYOMING described as follows:

Beginning at the northeast corner of SE¼SE¼ (C¼ 1/16); thence, from said point of beginning S.5° 31'59"W., a distance of 52.76 feet to a point of curve to the left, the tangent at said point bears S.00°02'59"W., said curve having a central angle of 15°39'01", a radius of 2005.00 feet and a tangent of 275.26 feet; thence, along the arc of said curve, a distance of 548.24 feet; thence, N.89°31'01"E., a distance of 5.08 feet to a point of curve to the right, the tangent at said point bears S.15°30'02"E., said curve having a central angle of 15°22'50", a radius of 2350.00 feet and a tangent of 316.23 feet; thence, along the arc of said curve, a distance of 653.60 feet; thence, S.00°28'50"E., a distance of 60.00 feet; thence, S.89°31'01"W., a distance of 340.00 feet; thence, N.00°28'59"W., a distance of 245.70 feet to a point of curve to the left, said curve having a central angle of 13°37'39", a radius of 717.08 feet and a tangent of 85.65 feet; thence, along the arc of said curve a distance of 170.55 feet; thence, N.13°06'38"W., a distance of 595.70 feet to a point of curve to the right, said curve having a central angle of 13°37'39", a radius of 813.23 feet and a tangent of 97.17 feet, thence, along the arc of said curve, a distance of 193.42 feet; thence, N.00°28'59"W., a distance of 261.41 feet; thence, N.89°31'01"E., along the North boundary of said SE¼SE¼ a distance of 383.36 feet to the point of beginning.

TO BE KNOWN AS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, BLOCK 1, AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, BLOCK 2, REDSTONE THIRD ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, 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 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:

651 Rlsd. Bk 17 pg 146

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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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. **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 28th day of November,

A. D. 19 85

(SEAL) CORPORATION SEAL

Attest: [signature] Secretary.

By [signature]

THE STATE OF WYOMING,
County of Sweetwater } ss.

On this 28th day of November, 19 85, before me personally appeared

John M. Sulenta

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

Redstone Corporation

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

Given under my hand and notarial seal this 28th day of November, A. D. 19 85.

[signature]
Notary Public.

My Commission expires on the 11th day of October, A. D. 19 89.

Lynette L. Barlow
Notary Public
Sweetwater
Wyoming
My Commission Expires
Oct 11, 1989

Release Book 13, Pg. 174

654

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edward Wayne Hiner & Tinka L. Hiner, Husband and Wife herein designated as Mortgagor, of Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Six Thousand Five Hundred Seventy Two &.72/100--- Dollars ($6,572.72), with interest as evidenced by a promissory note dated November 15, 1985 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 24 installments of $ 322.66 each on the ~~XXX~~ 20th day of each month, beginning on the ~~XX~~ 20th day of December, 19 85, 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 November 20, 1987, hereby mortgages to said Mortgagee, the following-described real estate situated in County, State of Wyoming, to wit:

Lot Six(6), Block Six (6), Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, 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.

209914

RECORDED December 19 19 85 8:00 A M
IN BOOK 44 Mortgage PAGE 654
FEES $ 8.00 Lois Lake 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 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 to payee shall become due and payable immediately without notice or demand.

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 Tinka L. Hiner wife of the said Edward Wayne Hiner 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 November , 19 85

In the presence of—

X Edward Wayne Hiner

X Tinka Hiner

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

On this 15th day of November 1985, before me personally appeared Edward W. Hiner Tinka Hiner 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 November , A. D. 1985

(Seal)

My commission expires
September 1, 1989

Betty J. Hobgood *Notary Public.*

Frontier Printing —Cheyenne

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Francis J. Carlson and Corliss M. 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 Ninety Nine Thousand Six Hundred Eighty Eight &.82 Dollars ($99,688.82) with interest as evidenced by a promissory note dated November 26, 1985 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 11 installments of $ 1,203.62 each on the 26th day of each month, beginning on the ~~XXXXXX~~ 26th day of December, 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 final installment on November 26, 1986 + 1 balloon payment of $99,,843.74 hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

A tract of land located in Section 19, Township 30 North, Range 111 West of the Sixth Principal Meridian, Sublette County, Wyoming being more particularly described as follows:

Beginning at corner number 1 and a typical monument of a 1½ inch aluminum cap stamped with Job No. 85067, RLS 470 and corner number, attached to a 5/8 inch by 24 inch iron rod set solid in the ground said corner number 1 being also on the southwesterly right-of-way boundary of Sublette County Road 23-143 and from which the north quarter section corner monument being a 3¼ inch brass cap attached to a 2 3/4 inch iron pipe set solid in the ground appropriately stamped including RLS number 164 bears North 42°23' West a distance of 940.7 feet;
Thence, South 43°36' East along the southwesterly right-of-way boundary of said County Road Number 23-143 a distance of 898.1 feet to a typical monument at corner number 2;
Thence, South 46°24' West a distance of 485.0 feet to a typical monument and corner number 3;
Thence, North 43°36' West a distance of 898.1 feet to a typical monument and corner number 4;
Thence, North 46°24' East a distance of 485.0 feet to the point of beginning said tract of land containing 10.000 acres more or less.

NOTE: The basis of bearing for this survey was taken between the north quarter section corner and the northeast corner of said Section 19 as being South 87°13' East.

209915

RECORDED December 19 19 85 8:00 A M
IN BOOK 44 Mortgage PAGE 657
FEE $ 8.00 Thora Pyke 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 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:

Release Bk. 15 Rel. @ Pg. 516

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 [redacted] note and all other obligations, [redacted] contingent, of any maker or e[redacted]reof to payee [redacted] one due and payable immedi[redacted] out notice or demand.

of any installment thereof, or any part thereof, when due, as herein or in said Note contained, [redacted] of the then indebtedness secured hereby, [redacted] inclusive of principal, interest, attorneys fees, [redacted] 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 Corliss M. Carlson wife of the said Francis J. 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 26th day of November, 19 85

In the presence of—

(X) Francis J. Carlson

(X) Corliss M. Carlson

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 26th day of November 19 85, before me personally appeared Francis J. Carlson and Corliss M. 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 26th day of November, A. D. 1985.

(seal)

My commission expires

September 1, 1989

Notary Public.

Frontier Printing & Mailing Co.
Cheyenne

659

Rlsd. BK 19 Rel. pg 469 1/19/99 660

STATE OF WYOMING

Farm Loan Mortgage

Wyoming Farm Loan Board

THIS MORTGAGE made this 18th day of DECEMBER, 19 85, between

RESERVOIR RANCH COMPANY, INCORPORATED, a Wyoming Corporation

of Sublette County, Wyoming

hereinafter called "MORTGAGOR" and the STATE OF WYOMING, WYOMING FARM LOAN BOARD, 122 West 25th Street, Cheyenne, Wyoming, hereinafter called "MORTGAGEE," to secure payment of the sum of

FOUR HUNDRED THOUSAND AND NO/100 ($400,000.00) DOLLARS.

WITNESS: MORTGAGOR for and in consideration of the sum aforesaid paid by MORTGAGEE, receipt of which MORTGAGOR acknowledges, mortgages, warrants, grants, bargains, and conveys to MORTGAGEE, its successors and assigns forever, the following described real estate:

209922

RECORDED December 19 1985 9:00 A.M.
IN BOOK 44 MTG. PAGE 660
FEES $ 11.50 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

and including any mineral rights, estates, or interests existing on, under or in said real estate, whether now owned by mortgagor or hereafter acquired; and further including all buildings and improvements thereon and all other privileges, property capable of being inherited, and appurtenances to said lands 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 therefore; 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 MORTGAGOR at the date of this mortgage or hereinafter in any manner acquired by MORTGAGOR during the term of this mortgage. When the word "premises" is hereafter used it covers all property of every kind and character contained in this paragraph.

These presents are upon the express condition that if MORTGAGOR pays or causes to be paid to MORTGAGEE the principal sum of FOUR HUNDRED THOUSAND AND NO/100 ($400,000.00) DOLLARS, with interest thereon at the rate of nine per cent (9 %) per annum, according to a certain promissory note of even date herewith which is incorporated herein and made a part hereof, payable in twenty-nine (29) equal installments of THIRTY-EIGHT THOUSAND NINE HUNDRED THIRTY-FOUR AND 54/100 ($38,934.54) DOLLARS, on the first day of December of each year and one payment of THIRTY-EIGHT THOUSAND NINE HUNDRED THIRTY-THREE AND 76/100 ($38,933.76) DOLLARS, due on December 1, 2015, said note being executed by MORTGAGOR, payable to MORTGAGEE at its office in Cheyenne, Wyoming, and pays all taxes, liens, judgments, and assessments on said lands, and keeps all buildings insured as hereafter provided and keeps and performs all the other terms, conditions and covenants of this mortgage, then these presents and the promissory note shall cease and be null and void, and be released at MORTGAGOR'S expense.

MORTGAGOR covenants that MORTGAGOR is lawfully seized of the premises; that MORTGAGOR has good right to sell or convey the same, and that the premises are free of any prior encumbrances. MORTGAGOR warrants the title to the premises, and releases and waives all rights under the Homestead Exemption Laws of this State.

MORTGAGOR as part of the consideration hereof, further covenants as follows:

(1) That during the existence of this mortgage the MORTGAGOR will in a proper and husbandlike manner cultivate, irrigate, and fertilize all orchards and crops now or hereafter grown on the premises, and will keep all buildings, fences, ditches, canals and other improvements on the premises in good repair and will not do or permit any waste on the premises and will not abandon them.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

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

(4) That MORTGAGOR will pay, when due, all principal and installments thereof, and the interest thereon, as hereinbefore set forth. If default be made in payment when due of any part or installment of principal or interest, then MORTGAGOR shall pay a fee on each defaulted payment from the date the payment is due until the defaulted payment is made, at the rate provided by law at the time collection is attempted by MORTGAGEE. MORTGAGOR will also pay all taxes, liens, judgments, and assessments; and shall keep all buildings thereon insured, to MORTGAGEES satisfaction. The insurance shall be made payable to MORTGAGEE, as its interest may appear at the time of the loss. MORTGAGOR will pay the premiums. MORTGAGEE may pay all taxes, liens, judgments, assessments or insurance not paid by MORTGAGOR when due. When so paid, they shall become a part of the mortgage debt and shall bear interest at the rate as provided by law in effect at that time of collection of default, and shall be payable out of the first moneys received by MORTGAGEE under the terms of this mortgage.

(5) That MORTGAGEE shall have a lien prior and superior to all other liens 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, interest, or statutory fees 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. This lien is hereby expressly reserved. Any person purchasing or otherwise acquiring the crops, or any part thereof, takes the same subject to this lien. Any officer, agent or person empowered to represent MORTGAGEE is hereby authorized to seize the crops, and upon giving three days' notice, to sell either at private or public sale, enough of the crops to pay the amounts due and delinquent under the mortgage, together with cost and expenses of sale.

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

(7) That further to secure the payment of the note, MORTGAGOR assigns to MORTGAGEE in whole, or at MORTGAGEES option, in amounts or proportionate part as 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 or gas mining leases, mineral leases or any other kind of leases or rights-of-way agreements existing or that come into existence covering the above described lands. At MORTGAGEES option, MORTGAGOR agrees to allow payment directly to MORTGAGEE by anyone obligated to MORTGAGOR for any rents, bonuses, royalties, payments, damages, and delay moneys as hereinbefore set out. All moneys received by 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 MORTGAGEE under the terms of this mortgage with interest thereon; Second, to the payment of matured installments with interest and statutory fees thereon; Third, 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 or right-of-way agreement made after this mortgage.

(8) That MORTGAGOR, in applying for this loan, has made certain representations to MORTGAGEE as to the purposes for which the money loaned on this mortgage was borrowed. MORTGAGOR agrees that such representations are specifically referred to and made a part of this mortgage. If the whole or any portion of said loan is expended for purposes other than those specified in the original application of MORTGAGOR or if MORTGAGOR is in default with respect to any condition or covenant of this mortgage, or if MORTGAGOR abandons said land for a period of three months, or if MORTGAGEE at any time believes that said loan is not adequately secured because of any mismanagement, waste or neglect of said land, the whole of this loan shall, at MORTGAGEES option, become due and payable.

(9) That if MORTGAGOR defaults in the payment of the sum of money intended to be secured hereby, or any portion thereof, or of 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, then and in that event the whole of said loan shall at MORTGAGEES option become due and payable. It shall be lawful for 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 the premises and all of the right, title, interest, benefit and equity of redemption of MORTGAGOR. Out of the moneys arising from the sale under such foreclosure, MORTGAGEE may retain the principal, interest and statutory fees thereon to the date of 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 cost of any foreclosure policy, 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, including a reasonable attorney's fee as set out hereinbelow. The overplus, if any, shall be paid to MORTGAGOR or into Court for disbursement if MORTGAGEE so decides. If MORTGAGEE forecloses this mortgage and the sum derived from the sale of the premises is insufficent to satisfy the amount of the judgment rendered in MORTGAGEES favor, MORTGAGEE shall be entitled to and have a deficiency judgment against MORTGAGOR for the amount remaining due and unpaid after applying the proceeds of the sale on the debt due MORTGAGEE.

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

(11) That in the event of commencement of foreclosure proceedings, either by advertisement and sale or by Court action, MORTGAGOR agrees to pay as a part of the mortgage debt hereby secured, all costs, fees and expenses, including an attorney's fees of ten percent (10%) of the total amount due.

(12) MORTGAGOR agrees that in the event of foreclosure of this mortgage, the purchaser or purchasers at the foreclosure sale shall be entitled to enter upon and take possession of the premises ninety-one (91) days following foreclosure sale, and that the purchaser is thereafter entitled to any rents and profits from the premises. MORTGAGOR also expressly agrees that any lessee who shall be in possession by virtue of a lease from MORTGAGEE if MORTGAGEE has purchased the premises at a foreclosure sale shall be entitled to any profits from any crops planted by lessee, and shall have access to the premises to tend and harvest any such crops which have already been planted, regardless of any statutory redemption by MORTGAGOR.

(13) The terms of this mortgage shall extend to and bind the heirs, successors and assigns of the parties hereto.

This mortgage is made to MORTGAGEE, the Wyoming Farm Loan Board, as provided under the Wyoming Farm Loan Act, approved February 22, 1921, and as amended.

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

RESERVOIR RANCH COMPANY, INC.

(Corporate Seal)

BY: Gordon Mickelson, President and individually

ATTEST: Margaret Mickelson, Secretary/Treasurer and his wife

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Gordon Mickelson, Margaret Mickelson this 18th day of December, 19 85.

Witness my hand and official seal.

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
Title of Officer Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF)

RECEPTION NO. _____

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

County Clerk or Register of Deeds

Photographed
Indexed
Abstracted
Checked

Fees, $ ___

BY _____
Deputy

TOWNSHIP 30 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 7 : S½NE¼, SE¼NW¼, E½SW¼;
Section 8 : S½N½, E½SE¼;
Section 9 : SW¼, W½SE¼;
Section 17 : NE¼NE¼, S½NE¼, N½NW¼, SE¼NW¼, SE¼, E½SW¼;
Section 18 : N½NE¼, NE¼NW¼;
Section 20 : N½NE¼, SE¼NE¼, NE¼NW¼, E½SE¼;
Section 21 : W½NE¼, SE¼NE¼, SE¼, W½;
Section 22 : NW¼SW¼;
Section 28 : N½NE¼, SE¼, W½;
Section 29 : NE¼NE¼, S½NE¼, SE¼, SE¼NW¼, NE¼SW¼, S½SW¼;
Section 32 : N½NW¼, SE¼NW¼, NE¼ EXCEPTING A TRACT OF LAND IN THE SE¼NE¼ conveyed to John S. Kvenild in Quitclaim Deed recorded April 28, 1970 in Book 4 of Quitclaim Deeds, page 607, described as follows: Beginning at Station P.C. 284+92.6 on the north right of way line of State Secondary Highway 1800 where found a 6"x6" concrete post with brass marker inscribed "STATE HIGHWAY DEPT. R-O-W MARKER St. 284+92.6 El. 6977.89" N.75°03'W., 383.9 feet from the east one-quarter corner of said Section 32 where found a 3/8"x12" steel spike with witness stones northerly and southerly 66 feet; thence, S.86°56'E., 372.2 feet along the said right-of-way line to a point marking the intersection with the east line of said Section 32: thence, N.00°34'E., the base bearing for this survey, 200.0 feet along the said east line to a point: thence, N.86°56'W., 1079.8 feet to a point: thence, S.03°40.5'W., 289.9 feet to the intersection of the south line of the said SE¼NE¼ with the said right-of-way line; thence, easterly 727 feet, more or less, along the said right-of-way line, being the arc of a 2° curve to the right, to the place of beginning.

604

Subordination Agreement

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RESERVOIR RANCH COMPANY, INCORPORATED
a Wyoming Corporation
have executed a mortgage on the following-described premises:

SEE EXHIBIT "A"

209924

RECORDED December 12 1985 9:02 A.M.
IN BOOK 41 Mtg. PAGE 604
FEES $ 7.50 Doris J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

to the Wyoming Farm Loan Board, which mortgage is recorded in Book 44 MTG., Page 660, of the records of said County; and

WHEREAS, the mortgagors have executed a mortgage in favor of the undersigned, which is recorded in Book 41 Mtg, Page 39, on 1-5-84, in the office of the County Clerk and Ex-Officio Registrar of Deeds of Sublette County, Wyoming, and the undersigned is the present owner thereof; and

WHEREAS, the undersigned recognizes that the said mortgage to the Wyoming Farm Loan Board is a first and prior lien upon the above-described property on said premises;

NOW, THEREFORE, for the consideration of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned acknowledges the priority of the said mortgage to the Wyoming Farm Loan Board upon the above-described property and specifically subordinates the lien of said mortgage in favor of the undersigned recorded in Book 41 Mtg, Page 39, to the lien of the said mortgage to the Wyoming Farm Loan Board, recorded in Book _____, Page _____.

The undersigned, by the execution of this Subordination Agreement, does not release the lien of their mortgage in any particular, but only subordinates and makes junior this lien to the mortgage of the Wyoming Farm Loan Board upon the above-described property.

DATED at Casper, Wyoming, this 18th day of October, 1985.

WYOMING PRODUCTION CREDIT ASSOCIATION

The Corporation has no seal nor do the by-laws authorize same.

By: _____
Regional Vice- President

Attest:

_____
Assistant Regional Vice-President/Secretary

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The above and foregoing Subordination Agreement was acknowledged to before me by Arnold R. Altaffer, known to me to be the Regional Vice-President of Wyoming Production Credit Association, this 18th day of October, 1985.

Witness my hand and official seal.

Jacquelyn H. Lee - Notary Public
Natrona
State of Wyoming
My Commission Expires Mar. 17, 1989

_____
Notary Public

EXHIBIT "A"

Township 30 North, Range 112 West, 6th P.M.

Section 7: S½NE¼; and SE¼NW¼; and E½SW¼
Section 8: S½N½; and E½SE¼
Section 9: SW¼; and W½SE¼
Section 17: NE¼NE¼; and S½NE¼; and N½NW¼; and SE¼NW¼; and SE¼; and E½SW¼
Section 18: N½NE¼; and NE¼NW¼
Section 20: N½NE¼; and SE¼NE¼; and NE¼NW¼; and E½SE¼
Section 21: W½NE¼; and SE¼NE¼; and SE¼; and W½
Section 22: NW¼SW¼
Section 28: N½NE¼; and SE¼; and W½
Section 29: NE¼NE¼; and S½NE¼; and SE¼; and SE¼NW¼; and NE¼SW¼; and S½SW¼
Section 32: NE¼; and N½NW¼; and SE¼NW¼ (except a tract of land in the SE¼NE¼ conveyed to John S. Kvenild by deed recorded in Book 4, Page 607; and except a tract of land conveyed to John S. Kvenild and Margaret M. Kvenild, husband and wife as recorded in Book 16, Page 63)

Containing 3,440 acres, more or less

666

FILED	December 20, 1985 9:22 AM
BOOK	44 Mtge PAGE 666
FEE $	28.00 Laura Yake COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

209944

FIRST MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

1. Definitions. As used herein, the following terms shall have the following respective meanings:

(a) "Mortgagor": Western Wyoming Cablevision, a Colorado general partnership, whose address is Building C, Suite B, 44 Inverness Drive E., Englewood, Colorado 80112.

(b) "Mortgagee": Mercantile Canada Corporation, a Delaware corporation, whose address is Dominion Plaza, 600 Seventeenth Street, Suite 1600 N, Denver, Colorado 80202.

(c) "Note": That certain promissory note of even date herewith made by the Mortgagor payable to the order of the Mortgagee in the principal amount of $3,000,000, payable in 16 quarterly installments commencing July 1, 1987. The final payment is due July 1, 1991.

(d) "Loan Agreement": That certain Loan Agreement of even date herewith, as it may hereafter be amended or otherwise modified from time to time, between the Mortgagor and the Mortgagee.

(e) "Real Property": The real property and the leases, contracts, ordinances, franchises, licenses, rights-of-way, and easements (collectively, the "Agreements") described on Schedule 1 attached hereto and incorporated herein by this reference and all real property and Agreements that may at any time subsequent to the date of this Mortgage be acquired, owned, held, possessed, or enjoyed in any manner by the Mortgagor, together with all of the following of every description now or hereafter located or existing on or in, constructed or installed on or in, appurtenant to, used, intended for use or acquired in connection with, arising out of, or extracted or removed from, said Real Property, or any part thereof: (1) all buildings, structures, improvements, fixtures, accessions and attachments; (2) all appurtenances, easements, rights-of-way, servitudes, leaseholds, licenses, privileges, franchises, accretions, and other rights; and (3) all replacements and substitutions for, additions to, proceeds and products of,

rents, issues and profits from, and accounts resulting from the sale of, any of the foregoing, it being the express intention of the parties hereto that all of the foregoing shall be deemed to constitute and remain a part of said Real Property, at all times, for all purposes, and in all proceedings, legal and equitable, irrespective of whether any of the foregoing is described in any security agreement or financing statement made between the parties hereto or dealt with in any other fashion.

2. Mortgage. In consideration of the indebtedness evidenced by the Note and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, the Mortgagor hereby irrevocably mortgages and warrants the Real Property and all Real Property acquired by the Mortgagor after the date hereof to the Mortgagee.

3. Security Agreement and Financing Statement. This Mortgage constitutes a security agreement and financing statement as defined in the Uniform Commercial Code (the "Code") to the extent that any of the Real Property described herein consists of property subject to the Code, is intended to create a security interest in such Real Property in favor of the Mortgagee and shall be effective as a financing statement filed as a fixture filing from the date of its recording as to such property. For the purposes of this provision, the Mortgagor shall constitute the "Debtor" and the Mortgagee shall constitute the "Secured Party."

4. Purpose. The purpose of the foregoing mortgage and security agreement is to secure all of the following obligations (the "Obligations"):

(a) The payment of all of the obligations of Mortgagor under the Loan Agreement and the Note, and all renewals and extensions thereof, amendments and modifications thereto, substitutions therefor and judgments thereon; and

(b) The payment, performance and observance of every other covenant and agreement contained in the Note, the Loan Agreement, this Mortgage, and in every other security agreement, document, and instrument further evidencing or securing the indebtedness evidenced by the Note or executed in connection therewith.

5. Warranty of Title. The Mortgagor warrants to and covenants with the Mortgagee as follows: at the time of making this instrument, (1) the Mortgagor is lawfully seized of an indefeasible estate in fee simple in and to the Real Property and has good right and full power to convey the same; (2) the Real Property is free and clear from all former grants, sales, encumbrances and other adverse matters whatsoever; and (3) the Mortgagor warrants the quiet and peaceful possession of the Real Property and will defend the title thereto against all persons who may lawfully claim the same.

6. Events of Default. The occurrence of any of the following events shall constitute an event of default ("Event of Default") hereunder:

(a) Any default in the payment, performance or observance of any of the Obligations; and

(b) The occurrence of any event of default under the Loan Agreement.

7. Remedies Upon Default. Upon the occurrence of any Event of Default, the Mortgagee shall have the following rights and remedies, which shall be cumulative and which may be exercised with or without notice, and which may be exercised separately, independently, or concurrently, and more than once and in any order, and without any election of remedies to be deemed made, and without affecting the right of the Mortgagee to exercise any other right or remedy hereunder or which the Mortgagee may have by applicable law, and without regard to other rights and remedies then, theretofore, or thereafter pursued or being pursued:

(a) To declare any or all of the Obligations immediately due and payable;

(b) To take immediate possession, management and control of the Real Property without having a receiver appointed therefor, to manage, lease, improve, repair and maintain the same and to take such other actions in connection therewith as the Mortgagee may deem necessary or desirable, all at the Mortgagor's sole expense;

(c) To demand, collect and receive any and all rents, issues, profits, royalties and income derived from the Real Property, and to apply the same, at the option of the Mortgagee, to the Obligations in any manner or to the improvement, repair or maintenance of the Real Property, or both;

(d) 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 Real Property, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser at any such sale a good and sufficient deed or deeds of conveyance of the Real Property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended for taxes, assessments, repairs, insurance or other advancements, together with stipulated interest thereon from respective advancement dates to the date of such sale, and then to the payment of the balance due on account of the principal and interest indebtedness secured hereby, together with interest at the same rate thereon up to the time of such sale, and the surplus, if any, shall be paid to said Mortgagor, its legal representatives, heirs, successors or assigns; there shall be included as due from Mortgagor in any or all court proceedings, all related costs inclusive of abstract extension and such attorneys' fees and costs as may be decreed by the court, and in any statutory foreclosure by advertisement all costs and a reasonable attorney's fee. Mortgagor consents to entry of personal judgment for and upon any deficiency of said indebtedness remaining unliquidated following foreclosure or other sale proceeds of the real and collateral security as aforesaid. In any case of any default whereby the right of foreclosure occurs hereunder, Mortgagee or the holder of said Note, shall at once become entitled to exclusive possession, use and enjoyment of all the Real Property, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to Mortgagee, and Mortgagee, its successors or assigns or the holder of said Note or any thereof, shall be entitled to all relief provided under Sections 1-481 and 1-999, inclusive, W.S. 1977, relating to said Real Property and all rents, issues and profits thereof, after any such default including the time covered by foreclosure proceedings and the period of redemption, if any there be, and

shall be entitled thereto as a matter of right without regard to the solvency of Mortgagor or then owner of said Real Property and without regard to the value of said Real Property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expenses, and such relief may be granted by any court of competent jurisdiction upon ex parte application and without notice (notice being hereby expressly waived and such relief on any such application without notice being hereby consented to by Mortgagor on Mortgagor's behalf and on behalf of Mortgagor's successors, heirs, legal representatives and assigns, and all persons claiming by, through, or under Mortgagor or them) and all rents, issues and profits, income and revenue of said Real Property shall be applied according to law and the orders and directions of the court.

8. Homestead Rights. Mortgagor does hereby separately release and forever quit-claim unto Mortgagee, its successors and assigns, all rights of homestead in and to the above granted premises.

9. General Provisions. The parties hereto further agree as follows:

(a) Time is of the essence hereof;

(b) Should any provision of this Mortgage or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Mortgage and the application thereof other than those provisions as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted at law or in equity;

(c) All schedules, exhibits and addenda attached to this Mortgage and referred to herein shall for all purposes be deemed to be incorporated herein by this reference and made a part hereof;

(d) The performance by the parties of their respective obligations provided for in this Mortgage shall be in strict compliance with all applicable laws and the rules and regulations of all governmental agencies, municipal, county, state and federal, having jurisdiction in the premises;

(e) This Mortgage shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written agreement executed and acknowledged by all of the parties hereto and attached as an addendum hereto;

(f) The paragraph captions of this Mortgage are inserted herein for convenience of reference only and shall not be deemed to define, limit or construe the provisions hereof;

(g) When necessary for proper construction hereof, the singular of any word used herein shall include the plural, the plural shall include the singular and the use of any gender shall be applicable to all genders;

(h) Any one or more waivers of any covenant or condition by the Mortgagee shall not be construed as a waiver by a subsequent breach of the same covenant or condition and a consent or approval to or of any act requiring consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act;

(i) This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, legal representatives, executors, administrators, successors and permitted assigns; and

(j) All of the rights under this Mortgage in favor of the Mortgagee shall inure to the benefit of, and be enforceable by, any assignee of the Beneficiary and any subsequent holder or transferee of the Note.

DATED this 19th day of December, 1985.

WESTERN WYOMING CABLEVISION

By: Metro Cable Corporation,
a General Partner

By: Robert E. Chandler

671

By: Rampart Communications Ltd., a General Partner

By: _____
Edwin F. Taylor,
a General Partner

By: Rampart Associates, Inc., a General Partner

By: _____

GRANTOR

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 18th day of December, 1985, before me, the undersigned notary public in and for said state, personally appeared Robert E. Thrailkill, known to me to be the person who signed the foregoing instrument as the President of METRO CABLE CORPORATION, a general partner of Western Wyoming Cablevision, the partnership that executed the within and foregoing instrument.

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

My commission expires: March 13, 1987

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 11th day of December, 1985, before me, the undersigned notary public in and for said state, personally appeared Edwin F. Taylor, known to me to be the person who signed the foregoing instrument individually and as the President of Rampart Associates, Inc., the general partners of RAMPART COMMUNICATIONS LTD., a general partner of Western Wyoming Cablevision, the partnership that executed the within and foregoing instrument.

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

My commission expires: March 13, 1987

NOTARY PUBLIC

Sandra L. Summedahl
Notary Public

673

SCHEDULE 1 attached to and by this reference incorporated in that certain First Mortgage, Security Agreement and Financing Statement from Western Wyoming Cablevision, as Mortgagor, to Mercantile Canada Corporation, as Mortgagee.

Description of the Real Property

A. The Real Property:

1. Owned - All of Lot Numbered Five (5) in Block Numbered Three (3) in the Second Addition to the Town of Tulsa, now named LaBarge, Lincoln County, State of Wyoming.

2. Real Property Leases

(a) Kesmik Professional Building Official Lease, dated June 1, 1981, between Erwin and Elaine Kiddy and Cable West Corporation, as assigned to Western Wyoming Cablevision.

(b) Lease Agreement, dated March 1, 1982, among Orlando Maffei, Robert J. Maffei and David M. Maffei and Cable West Corporation, as amended by an Agreement, dated April 1, 1982 and a Sublease Agreement, dated March 21, 1983, between Cable West Corporation and Richard McPherson and Melody McPherson, as assigned by Cable West Corporation to Western Wyoming Cablevision.

(c) Lease Agreement, dated March 1, 1982, between Clinton W. Guthrie and Helen W. Guthrie d/b/a Knotty Pine Plaza and Sublette Cable Television, Inc. (predecessor to Cable West Corporation, as assigned to Western Wyoming Cablevision).

(d) Letter Agreement for Lease of Real Property in Sublette County, Wyoming, dated October 12, 1978, between Henry Sommer, Iris Sommer and Sublette Cable Television, Inc. (predecessor to Cable West Corporation), as assigned to Western Wyoming Cablevision.

(e) U.S. Government Lease for Real Property, dated October 10, 1979, between the United States of America and Lincoln Cable Television, Inc. (predecessor to Cable West Corporation), as assigned to Western Wyoming Cablevision.

(f) Lease Agreement, dated May 18, 1981, between Russ Wynn, Thayle Wynn and Metro Cable Corporation, as assigned to Western Wyoming Cablevision.

(g) Memorandum of Lease Agreement, dated November 16, 1984, between Linoln County School District and Metro Cable Corporation, as assigned to Western Wyoming Cablevision.

(h) Lease Agreement, dated July 15, 1981, between Lincoln County School District No. 2 and Metro Cable Corporation, as assigned to Western Wyoming Cablevision.

(i) Agreement, dated August 30, 1978, between Lincoln County, Wyoming and Lincoln Cable Television, Inc., as assigned to Western Wyoming Cablevision.

3. Easements/Rights of Way

(a) U.S. Department of Interior, Bureau of Land Management, Right of Way No. W-030442, in the name of Lincoln Cable Television, Inc., as subsequently assigned to Western Wyoming Cablevision.

(b) U.S. Department of Interior, Bureau of Land Management, Right of Way No. W-64697, in the name of Cable West Corporation, as assigned to Western Wyoming Cablevision.

(c) U.S. Department of Interior, Bureau of Land Management, Right of Way No. W-89423, in name of Cable West Corporation.

(d) U.S. Department of Interior, Bureau of Land Management, Right of Way No. W-94306, in name of Cable West Corporation, as assigned to Western Wyoming Cablevision.

(e) Wyoming State Highway Department License between the Wyoming Highway Department and Sublette Cablevision, Inc., dated October 27, 1979, as subsequently assigned to Western Wyoming Cablevision.

(f) Wyoming State Highway Department License, between the Wyoming Highway Department and Lincoln Cable T.V., Inc., dated June 20, 1977, as subsequently assigned to Western Wyoming Cablevision.

(g) Easement, dated April 29, 1985, by Frank Fear Cattle Company to Cable West Corporation, as assigned to Western Wyoming Cablevision.

(h) Letter Agreement between Associated Communications and Lincoln Cable Television, Inc., as assigned to Western Wyoming Cablevision.

(i) Letter Agreement, dated October 22, 1980, between Willow Mesa Construction and Lincoln Cable Television, Inc., as assigned to Western Wyoming Cablevision.

(j) License from Wyoming State Highway Department to Metro Cable Corporation, as assigned to Western Wyoming Cablevision, dated July 8, 1981.

(k) Agreement for Right of Way Easement, dated October 29, 1981, between the Board of County Commissioners of Lincoln County, Wyoming and Metro Cable Corporation.

(l) Agreement for Right of Way Easement, dated October 29, 1981, between the Board of County Commissioners of Lincoln County, Wyoming and Metro Cable Corporation.

B. The Agreements

1. Cable Television Franchises

(a) Afton, Wyoming. Granted initially to Metro Cable Corporation under Ordinance No. 332, subsequently assigned to Western Wyoming Cablevision.

(b) Big Piney, Wyoming. Granted initially to Cable West Corporation under Ordinance No. 82-T-8, subsequently assigned to Western Wyoming Cablevision by Ordinance No. 85-14-14.

(c) Diamondville, Wyoming. Granted initially to Cable West Corporation under Ordinance No. 193, subsequently assigned to Western Wyoming Cablevision by Resolution No. 1985-8.

(d) Kemmerer, Wyoming. Granted initially to Cable West Corporation under Ordinance No. 520-81, subsequently assigned to Western Wyoming Cablevision by Resolution No. 144-85.

(e) LaBarge, Wyoming. Granted initially to Cable West Corporation under Ordinance No. 19, subsequently assigned to Western Wyoming Cablevision by Resolution No. 1985-5.

(f) Lyman, Wyoming. Granted initially to Bridger Valley Community Television under Ordinance No. 12-80 and to Uinta Cable Television, Inc. under Ordinance No. 4-81, subsequently assigned to Cable West Corporation under Ordinance Nos. 2-83 and 3-83, subsequently assigned to Western Wyoming Cablevision by Ordinance No. 17-85.

(g) Marbleton, Wyoming. Granted initially to Cable West Corporation under Ordinance No. 81-5, subsequently assigned to Western Wyoming Cablevision by Ordinance No. 85-14.

(h) Pinedale, Wyoming. Granted to Western Wyoming Cablevision by Ordinance No. 181.

2. Wire Line License

(a) Adoption Agreement, undated, between Oregon Shortline Railroad Company, Union Pacific Railroad Company and Cable West Corporation, as assigned to Western Wyoming Cablevision.

3. Pole Attachment Agreements

(a) General License Agreement for Pole Attachments and/or Conduit Occupancy, dated March 15, 1985, between the Mountain States Telephone and Telegraph Company and Cable West Corporation (Kemmerer & Diamondville), as assigned to Western Wyoming Cablevision.

(b) General License Agreement for Pole Attachments and/or Conduit Occupancy, dated March 15, 1985, between the Mountain States Telephone and Telegraph Company and Cable West Corporation (LaBarge), as assigned to Western Wyoming Cablevision.

(c) Joint Facilities Agreement between Utah Power & Light Company and Western Wyoming Cablevision, dated _____ (Lincoln County).

(d) Joint Facilities Agreement between Utah Power & Light Company and Western Wyoming Cablevision, dated _____ (Sublette County).

(e) Community Antenna Agreement for Use Where Joint Use Poles are Involved, among The Mountain States Telephone and Telegraph Company, Lower Valley Power and Light Company and Metro Cable Corporation, as assigned to Western Wyoming Cablevision.

(f) General License Agreement for Pole Attachments and/or Conduit Occupancy in Afton, Wyoming Area, dated June 8, 1981, between the Mountain States Telephone and Telegraph Company and Metro Cable Corporation, as assigned to Western Wyoming Cablevision.

(g) Joint Facilities Agreement between Utah Power and Light Company and Metro Cable Corporation, as assigned to Western Wyoming Cablevision, dated April 3, 1985.

(h) Trilateral CATV Pole Attachment Agreement among Union Telephone Company, Bridger Valley Electric Association and Uinta Cable Television, Inc. (predecessor to Cable West Corporation), as assigned to Western Wyoming Cablevision.

(i) Pole Attachment Agreement between Wyoming Telephone Company and Western Wyoming Cablevision.

4. Tower Space Lease Agreements

(a) Tower Facility Agreement, dated March 13, 1981, between FMC Corporation, Coke Plant and Lincoln Cable T.V., Inc. (predecessor to Cable West Corporation), as assigned to Western Wyoming Cablevision.

(b) Radio Equipment and Antenna Space Lease Agreement between Exxon Company, U.S.A. and Lincoln Cable Television, Inc. (predecessor to Cable West Corporation), as assigned to Western Wyoming Cablevision.

(c) Agreement, dated April 4, 1979, between the State of Wyoming, Division of Health and Medical Services and Lincoln Cable Television, Inc. (predecessor to Cable West Corporation), as assigned to Western Wyoming Cablevision.

(d) Tower Facility Agreement, dated January, 1980, between Northwest Pipeline Corporation and Lincoln Cable T.V. (predecessor to Cable West Corporation), as assigned to Western Wyoming Cablevision.

FILED FOR RECORD AT REQUEST OF:

SECURITY PACIFIC MORTGAGE CORP.

WHEN RECORDED MAIL TO:

SECURITY PACIFIC MORTGAGE CORP.
ATTN: Karen Ragsdale
P.O. Box 11536
Denver, CO 80211

209962

RECORDED December 23 1985 8:00 A M
IN BOOK 44 Misc PAGE 678
FEES $4.00 Lee J. Tyrrell COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Space Above This Line for Recorder's Use

POOL NO: 61687
SPMC LOAN NO: 316839-0

ASSIGNMENT OF MORTGAGE

This assignment is effective September 30, 1985.

FOR VALUE RECEIVED, SECURITY PACIFIC MORTGAGE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, hereby sells, assigns, transfers, sets over and conveys, unto MANUFACTURERS HANOVER MORTGAGE CORPORATION, successors, heirs, or assigns, all its right, title, and interest in and to the Mortgage executed by Donald R. Schooley and Mary Ellen Schooley, husband and wife, as Borrower(s), to Wallick and Volk, Inc., as Lender(s), dated on 10/29/82, securing Note(s) for $25,000, and covering the following described property: Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming. Section 27: Lot 8

which Mortgage was recorded 11/08/82 in Book 38 Page 615, as Entry No. 193416 of the records of Sublette County, State of Wyoming.

IN WITNESS WHEREOF, SECURITY PACIFIC MORTGAGE CORPORATION has caused these presents to be executed by its officer thereunto authorized and its corporate seal to be affixed at Denver, Colorado, this 16th day of August, 1985.

(CORPORATE SEAL)

SECURITY PACIFIC MORTGAGE CORPORATION

By: Kenneth J. Holden
Kenneth J. Holden, Vice President

Betty Holland
Betty Holland, Assistant Secretary

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

On this 16th day of August, 1985, personally appeared before me Kenneth J. Holden and Betty Holland, who being by me duly affirmed did say they are the Vice President and Assistant Secretary, respectively, of SECURITY PACIFIC MORTGAGE CORPORATION, a Delaware corporation.

WITNESS my hand and official seal.

Mary Ellen Shaffer
Notary Public

My commission expires: _____

NOTARY PUBLIC
MARY ELLEN SHAFFER
STATE OF COLORADO

My Commission Expires Feb. 17, 1988
2460 W. 26th Ave., Denver, CO 80211

132

679

680

FILED FOR RECORD AT REQUEST OF:

SECURITY PACIFIC MORTGAGE CORP.

WHEN RECORDED MAIL TO:

SECURITY PACIFIC MORTGAGE CORP.
ATTN: Karen Ragsdale
P.O. Box 11536
Denver, CO 80211

209963

December 23 1985 8:00 A.M.
Book 44 Misc. Page 680
Fee $
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Space Above This Line for Recorder's Use

POOL NO: 60140
SPMC LOAN NO: 316969-5

ASSIGNMENT OF MORTGAGE

This assignment is effective September 30, 1985.

FOR VALUE RECEIVED, SECURITY PACIFIC MORTGAGE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, hereby sells, assigns, transfers, sets over and conveys, unto MANUFACTURERS HANOVER MORTGAGE CORPORATION, successors, heirs, or assigns, all its right, title, and interest in and to the Mortgage executed by John L. Tanner and Shirley Tanner; Harvey T. Graham and Nancy Graham; and Richard A. Costello and Sharon Costello, as Borrower(s), to Wallick and Volk, Inc., as Lender(s), dated on 11/30/82, securing Note(s) for $32,000, and covering the following described property:

LOT 1, MULTIPLEX ADDITION-PHASE I TO THE TOWN OF MARBLETON, SUBLETTE, COUNTY, WYOMING.

which Mortgage was recorded 12/06/82 in Book 38, Page 691, as Entry No. _____ of the records of Sublette County, State of Wyoming.

IN WITNESS WHEREOF, SECURITY PACIFIC MORTGAGE CORPORATION has caused these presents to be executed by its officer thereunto authorized and its corporate seal to be affixed at Denver, Colorado, this 16th day of August, 1985.

(CORPORATE SEAL)

SECURITY PACIFIC MORTGAGE CORPORATION

By: _____
Kenneth J. Holden, Vice President

_____
Betty Holland, Assistant Secretary

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

On this 16th day of August, 1985, personally appeared before me Kenneth J. Holden and Betty Holland, who being by me duly affirmed did say they are the Vice President and Assistant Secretary, respectively, of SECURITY PACIFIC MORTGAGE CORPORATION, a Delaware corporation.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____

NOTARY PUBLIC STATE OF COLORADO
MARY ELLEN SHAFFER

My Commission Expires Feb. 17, 1988
4600 W. 20th Ave., Denver, CO 80211

[redacted] [redacted] [redacted] 33

FILED FOR RECORD AT REQUEST OF:

SECURITY PACIFIC MORTGAGE CORP.

WHEN RECORDED MAIL TO:

SECURITY PACIFIC MORTGAGE CORP.
ATTN: Karen Ragsdale
P.O. Box 11536
Denver, CO 80211

209964

Dec 3 1985 8:00 AM
Book 44 Misc Page 681
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Space Above This Line for Recorder's Use

POOL NO: 60140
SPMC LOAN NO: 316970 3

ASSIGNMENT OF MORTGAGE

This assignment is effective September 30, 1985.

FOR VALUE RECEIVED, SECURITY PACIFIC MORTGAGE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, hereby sells, assigns, transfers, sets over and conveys, unto MANUFACTURERS HANOVER MORTGAGE CORPORATION, successors, heirs, or assigns, all its right, title, and interest in and to the Mortgage executed by John L. Tanner and Shirley Tanner; Harvey T. Graham and Nancy Graham; and Richard A. Costello and Sharon Costello, as Borrower(s), to Wallick and Volk, Inc., as Lender(s), dated on 11/30/82, securing Note(s) for $32,000, and covering the following described property:

LOT 2, MULTIPLEX ADDITION PHASE I TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING.

which Mortgage was recorded 12/06/82 in Book 38, Page 694, as Entry No. _____ of the records of Sublette County, State of Wyoming.

IN WITNESS WHEREOF, SECURITY PACIFIC MORTGAGE CORPORATION has caused these presents to be executed by its officer thereunto authorized and its corporate seal to be affixed at Denver, Colorado, this 16th day of August, 1985.

(CORPORATE SEAL)

SECURITY PACIFIC MORTGAGE CORPORATION

By: _____
Kenneth J. Holden, Vice President

_____
Betty Holland, Assistant Secretary

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

On this 16th day of August, 1985, personally appeared before me Kenneth J. Holden and Betty Holland, who being by me duly affirmed did say they are the Vice President and Assistant Secretary, respectively, of SECURITY PACIFIC MORTGAGE CORPORATION, a Delaware corporation.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____

NOTARY PUBLIC
MARY ELLEN SHAFFER
STATE OF COLORADO

My Commission Expires Feb. 17, 1988
2100 W. 26th Ave., Denver, CO 80211

681

682

FILED FOR RECORD AT REQUEST OF:

SECURITY PACIFIC MORTGAGE CORP.

WHEN RECORDED MAIL TO:

SECURITY PACIFIC MORTGAGE CORP.
ATTN: Karen Ragsdale
P.O. Box 11536
Denver, CO 80211

209965

RECORDED December 23 1985 8:00A M
BOOK 44 MTG PAGE 682
FEE $ 4.00 SUBLETTE COUNTY, PINEDALE, WYOMING COUNTY CLERK

Space Above This Line for Recorder's Use

POOL NO: 60146
SPHC LOAN NO: 316971 1

ASSIGNMENT OF MORTGAGE

This assignment is effective September 30, 1985.

FOR VALUE RECEIVED, SECURITY PACIFIC MORTGAGE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, hereby sells, assigns, transfers, sets over and conveys, unto MANUFACTURERS HANOVER MORTGAGE CORPORATION, successors, heirs, or assigns, all its right, title, and interest in and to the Mortgage executed by John L. Tanner and Shirley Tanner; Harvey T. Graham and Nancy Graham; and Richard A. Costello and Sharon Costello, as Borrower(s), to Wallick and Volk, Inc., as Lender(s), dated on 11/30/82, securing Note(s) for $32,000, and covering the following described property:

LOT 3, MULTIPLEX ADDITION - PHASE I TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING.

which Mortgage was recorded 12/06/82 in Book 38, Page 697, as Entry No. _____ of the records of Sublette County, State of Wyoming.

IN WITNESS WHEREOF, SECURITY PACIFIC MORTGAGE CORPORATION has caused these presents to be executed by its officer thereunto authorized and its corporate seal to be affixed at Denver, Colorado, this 16th day of August, 1985.

(CORPORATE SEAL)

SECURITY PACIFIC MORTGAGE CORPORATION

By: _____
Jean H. Alperstein, Senior Vice President

_____
Caroline S. Wahlborg, Assistant Secretary

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

On this 16th day of August, 1985, personally appeared before me Jean H. Alperstein and Caroline S. Wahlborg, who being by me duly affirmed did say they are the Senior Vice President and Assistant Secretary, respectively, of SECURITY PACIFIC MORTGAGE CORPORATION, a Delaware corporation.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: My Commission Expires 1-16-89

[redacted] [redacted] [redacted] 7

FILED FOR RECORD AT REQUEST OF:

SECURITY PACIFIC MORTGAGE CORP.

WHEN RECORDED MAIL TO:

SECURITY PACIFIC MORTGAGE CORP.
ATTN: Karen Pagsdale
P.O. Box 11536
Denver, CO 80211

209966

Filed for record the 23 day of Dec 1985 8:00 AM
In book 44 Misc. page 683
Fee $4.00 Lora J. Yoder—COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Space Above This Line for Recorder's Use

POOL NO: 60140
SPHC LOAN NO: 316972-9

ASSIGNMENT OF MORTGAGE

This assignment is effective September 30, 1985.

FOR VALUE RECEIVED, SECURITY PACIFIC MORTGAGE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, hereby sells, assigns, transfers, sets over and conveys, unto MANUFACTURERS HANOVER MORTGAGE CORPORATION, successors, heirs, or assigns, all its right, title, and interest in and to the Mortgage executed by John L. Tanner and Shirley Tanner; Harvey T. Graham and Nancy Graham; and Richard A. Costello and Sharon Costello, as Borrower(s), to Wallick and Volk, Inc., as Lender(s), dated on 11/30/82, securing Note(s) for $32,000, and covering the following described property:

LOT 4, MULTIPLEX ADDITION PHASE I TO THE TOWN OF MARBLETOWN, SUBLETTE COUNTY, WYOMING.

which Mortgage was recorded 12/06/82 in Book 39, Page 1, as Entry No. _____ of the records of Sublette County, State of Wyoming.

IN WITNESS WHEREOF, SECURITY PACIFIC MORTGAGE CORPORATION has caused these presents to be executed by its officer thereunto authorized and its corporate seal to be affixed at Denver, Colorado, this 16th day of August, 1985.

(CORPORATE SEAL)

SECURITY PACIFIC MORTGAGE CORPORATION

By: _____
Kenneth J. Holden, Vice President

_____
Betty Holland, Assistant Secretary

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

On this 16th day of August, 1985, personally appeared before me Kenneth J. Holden and Betty Holland, who being by me duly affirmed did say they are the Vice President and Assistant Secretary, respectively, of SECURITY PACIFIC MORTGAGE CORPORATION, a Delaware corporation.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____

NOTARY PUBLIC
MARY ELLEN SHAFFER
STATE OF COLORADO

My Commission Expires Feb. 17, 1988
2160 W. 26th Ave., Denver, CO 80211

684

209967

FILED FOR RECORD AT REQUEST OF:

SECURITY PACIFIC MORTGAGE CORP.

WHEN RECORDED MAIL TO:

SECURITY PACIFIC MORTGAGE CORP.
ATTN: Karen Ragsdale
P.O. Box 11536
Denver, CO 80211

RECORDED 4 December 23 1985 8:02 AM
IN BOOK 44 MTG PAGE 684
AT REQ'S OF Local Title COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

Space Above This Line for Recorder's Use

POOL NO: 60140
SPMC LOAN NO: 316974-5

ASSIGNMENT OF MORTGAGE

This assignment is effective September 30, 1985.

FOR VALUE RECEIVED, SECURITY PACIFIC MORTGAGE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, hereby sells, assigns, transfers, sets over and conveys, unto MANUFACTURERS HANOVER MORTGAGE CORPORATION, successors, heirs, or assigns, all its right, title, and interest in and to the Mortgage executed by John L. Tanner and Shirley Tanner; Harvey T. Graham and Nancy Graham; and Richard A. Costello and Sharon Costello, as Borrower(s), to Wallick and Volk, Inc., as Lender(s), dated on 11/30/82, securing Note(s) for $32,000, and covering the following described property:

LOT 5, MULTIPLEX ADDITION--PHASE I TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING.

which Mortgage was recorded 12/06/82 in Book 39, Page 4, as Entry No. _____ of the records of Sublette County, State of Wyoming.

IN WITNESS WHEREOF, SECURITY PACIFIC MORTGAGE CORPORATION has caused these presents to be executed by its officer thereunto authorized and its corporate seal to be affixed at Denver, Colorado, this 16th day of August, 1985.

(CORPORATE SEAL)

SECURITY PACIFIC MORTGAGE CORPORATION

By: _____
Kenneth J. Holden, Vice President

_____
Betty Holland, Assistant Secretary

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

On this 16th day of August, 1985, personally appeared before me Kenneth J. Holden and Betty Holland, who being by me duly affirmed did say they are the Vice President and Assistant Secretary, respectively, of SECURITY PACIFIC MORTGAGE CORPORATION, a Delaware corporation.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____

NOTARY PUBLIC
MARY ELLEN SWATTEN
STATE OF COLORADO

My Commission Expires Feb. 17, 1988
2409 W. 28th Ave., Denver, CO 80211

[redacted] [redacted] [redacted]5

[redacted] 209[redacted] [redacted]

FILED FOR RECORD AT REQUEST OF:

SECURITY PACIFIC MORTGAGE CORP.

WHEN RECORDED MAIL TO:

SECURITY PACIFIC MORTGAGE CORP.
ATTN: Karen Ragsdale
P.O. Box 11536
Denver, CO 80211

Recorded Dec 31 1985 8:00 AM
BOOK 44 MISC PAGE 685
Lisa J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Space Above This Line for Recorder's Use

POOL NO: 60140
SPMC LOAN NO: 316975-2

ASSIGNMENT OF MORTGAGE

This assignment is effective September 30, 1985.

FOR VALUE RECEIVED, SECURITY PACIFIC MORTGAGE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, hereby sells, assigns, transfers, sets over and conveys, unto MANUFACTURERS HANOVER MORTGAGE CORPORATION, successors, heirs, or assigns, all its right, title, and interest in and to the Mortgage executed by John L. Tanner and Shirley Tanner; Harvey T. Graham and Nancy Graham; and Richard A. Costello and Sharon Costello, as Borrower(s), to Wallick and Volk, Inc., as Lender(s), dated on 11/30/82, securing Note(s) for $32,000, and covering the following described property:

LOT 6, MULTIPLEX ADDITION-PHASE 1 TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING.

which Mortgage was recorded 12/06/82 in Book 39, Page 7, as Entry No. _____ of the records of Sublette County, State of Wyoming.

IN WITNESS WHEREOF, SECURITY PACIFIC MORTGAGE CORPORATION has caused these presents to be executed by its officer thereunto authorized and its corporate seal to be affixed at Denver, Colorado, this 16th day of August, 1985.

SECURITY PACIFIC MORTGAGE CORPORATION

(CORPORATE SEAL)

By: _____
Kenneth J. Holden, Vice President

_____
Betty Holland, Assistant Secretary

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

On this 16th day of August, 1985, personally appeared before me Kenneth J. Holden and Betty Holland, who being by me duly affirmed did say they are the Vice President and Assistant Secretary, respectively, of SECURITY PACIFIC MORTGAGE CORPORATION, a Delaware corporation.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____

NOTARY PUBLIC
MARY ELLEN SHAFFER
STATE OF COLORADO

My Commission Expires Feb. 17, 1988
2480 W. 26th Ave., Denver, CO 80211

RlSE B.13, P.233 (5-15-86) 686

MORTGAGE DEED--FORM NO. 4 A

THE MILLER COMPANY, SHERIDAN 154129

MORTGAGE

THIS MORTGAGE, made this 17th **day of** December, **19** 85, **between**

Joseph M. Hay and Dorothy E. Hay, 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-one Thousand Five Hundred and No/100

($71,500.00---) **Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in** Sublette **County, Wyoming:**

Lot numbered Ten (10), Redstone New Fork River Subdivision, Sublette County, Wyoming, together with all improvements thereon;

209974

RECORDED December 23 1985 9:40 A.M.
IN BOOK 44 Misc PAGE 686
FEES $5.00 Carol Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by 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 Seventy-one 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.

Joseph M. Hay

Dorothy E. Hay

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 17th day of December, 1985, before me personally appeared

Joseph M. Hay and Dorothy E. Hay, husband and wife,

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

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

My commission expires: May 24, 1989

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

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

of and that the seal affixed to said instrument is

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

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

My commission expires:

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That DONALD D. POPE and MAISIE ANN POPE herein designated as Mortgagor, of BIG PINEY, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of Five Thousand Four Hundred Twenty Nine and 01/100 Dollars ($5,429.01), with interest as evidenced by a promissory note dated December 9, 1985 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 36 installments of $ 192.21 each on the first day of each month, beginning on the first day of January 9, 19 85, 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 , hereby mortgages to said Mortgagee, the following described real estate situated in SUBLETTE County, State of Wyoming, to wit:

Lots 19 and 20, Block 14, Marbleton Townsite, Sublette County, Wyoming.

Mortgagor expressly covenants that its obligation to the mortgagees shall not be assumed by any other party and that mortgagors shall remain the sole obligor until sid obligation is paid in full.

210044

RECORDED December 26, 1985 8:00 AM
IN BOOK 44 Misc. PAGE 689
Lee Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

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:

11-18-86

Release - Book 13 Page 471

689

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 to payee s[redacted]come due and payable immedia[redacted]hout notice or demand. [redacted]

of any install[redacted] thereof, or any part thereof, or in [redacted] breach of any covenant or agreement herein contained, the [redacted] of the then indebtedness secured her[redacted] lusive of principal, interest, arrearag[redacted] nd 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 Maisie Ann Pope wife of the said Donald D. Pope 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 our hand(s) this 15th day of December , 19 85

In the presence of—

Donald D. Pope

Maisie Ann Pope

THE STATE OF WYOMING }
COUNTY OF Sublette } ss:

On this 15th day of Decmeber 19 85, before me personally appeared Donald D. Pope and Maisie Ann Pope 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 Decmeber , A. D. 19 85 .

(Seal)

My commission expires
September 1, 1989

Notary Public.

Frontier Printing & Mailing Co.
Cheyenne

691

692

Released BK Misc Pg 393

MORTGAGE

/aka Deborah L. Price

KNOW ALL MEN BY THESE PRESENTS, That William P. Price and Deborah Lynn Price, Husband and Wife herein designated as Mortgagor, of Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Thirty Nine Thousand and no/100---------- Dollars ($39,000.00) with interest as evidenced by a promissory note dated December 6, 1985 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 180 installments of $ 443.27 each on the ~~xxx~~ Sixth day of each month, beginning on the ~~xxx~~ Sixth day of January, 19 86, 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 December 6, 2000, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lot 4 of the Shadow Brook Subdivision, Sublette County, Wyoming

210045

RECORDED December 6, 1985 8:00 A.M.
IN BOOK 44 Misc. PAGE 692
FEES $ 5.00 Barbara J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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:

In order [redacted] ly to protect the security, of this M[redacted] the Mortgagor, together with, and in[redacted] 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 to payee shall become due and payable immediately without notice or demand.

[redacted]

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 Deborah Lynn Price wife of the said William P. Price 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 6th day of December , 19 85

In the presence of —

William P. Price

Deborah Lynn Price

THE STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 6th day of December 19 85, before me personally appeared William P. Price & Deborah Lynn Price to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

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

(Seal)

My commission expires

Notary Public.

Prairie Printing & P... Cheyenne

MORTGAGE

THIS MORTGAGE is made this 20th day of December, 19 85, between the Mortgagor, Richard F. Tanner and Linda C. Tanner (herein "Borrower"), and the Mortgagee, First Wyoming Husband and Wife Bank N.A.-Big Piney, a corporation organized and existing under the laws of Wyoming, whose address is (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Nine Thousand Six Hundred Seventeen and .62/100---- Dollars, which indebtedness is evidenced by Borrower's note dated December 20, 1985 (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 19, 1990 ; Balloon Payment

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

A PARCEL OF LAND, BEING A PART OF LOT 2 (SW¼NW¼) OF SECTION 31, T30N, R111W, 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, N.01°02' E., 150.00 feet; thence, N.82°45'W., 100.48 feet; thence, S.01°02'W., 150.00 feet; thence, S.82°45'E., 100.48 feet to the point of beginning.

210061

RECORDED December 30 19 85 9:30 A M
IN BOOK 44 Mortgage PAGE 695
FEES $ 10.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

which has the address of Big Piney [Street] [City]

Wyoming 83113 (herein "Property Address");
[State and Zip Code]

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

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

695 Released Bk. 14 Rel. @ Pg 167

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 thereto related to Lender's interest in the Property.

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

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

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

Unless Lender and Borrower otherwise agree in writing, any 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 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.

Richard F. Tanner — Borrower

Linda C. Tanner — Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this 20th of December 1985 by
[date]

Richard F. Tanner and Linda C. Tanner
[person acknowledging]

My Commission expires: December 2, 1989

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

000847 38.00

WHEN RECORDED, RETURN TO:

DENVER CASCADE, INC.
13275 E. Fremont Place
Englewood, Colorado 80112

RECEIVED
RECEIVED
SWEETWATER CO. CLERK
GREEN RIVER,
WYO.

MORTGAGE

THIS MORTGAGE, dated August 8, 1985, is from MM&S PARTNERS, a Colorado general partnership whose address is 102 Inverness Terrace East, Englewood, Colorado 80112 ("Grantor"), to DENVER CASCADE, INC., a Colorado corporation whose address is 13275 E. Fremont Place, Englewood, Colorado 80112 ("Secured Party").

GRANTOR, for valuable consideration, and for the purpose of securing Grantor's performance of Grantor's obligations under a promissory note of even date from Grantor to Secured Party in the original principal amount of $4,987,500.00, bearing interest at an annual rate of 9.6% (the "Note"), HEREBY MORTGAGES to Secured Party the real property located in Sublette and Sweetwater Counties, Wyoming, which is more particularly described on Exhibit AA hereto (the "Property").

GRANTOR covenants and agrees: (a) to pay and satisfy the Note and to keep and perform according to their terms all of the covenants and agreements contained in this Mortgage, the Note, and in any other instrument which may be executed in connection with the Note or this Mortgage; (b) to pay and satisfy when due all claims, taxes and assessments, and prior encumbrances that affect the Property, and not to permit or suffer any other lien against the Property, except with the prior written consent of Secured Party; (c) to obtain and maintain at all times policies of fire and other hazard insurance as Secured Party may reasonably require, all with such policy provisions and with such companies as may be reasonably approved by Secured Party, with Secured Party named as an insured party, and upon written request of Secured Party to assign and deliver the policies of insurance to Secured Party, and (unless such proceeds are used to rebuild the improvements on the Property) to authorize application of the entire insurance proceeds from such policies to the payment or, in the discretion of Secured Party, prepayment of all or any part of the Note, with the surplus, if any, to be paid to

RECORDED DEC 12 1985 AT 10:20 A M
IN BOOK 767 PAGE 941-63 GREEN RIVER, WYO.
NO. 0965164 ALBERT B. VESCO, COUNTY CLERK

210072
RECORDED Dec 30 1985 1:30 P.M
IN BOOK 44 Mortgage PAGE 699
FEES 38.00 Jack Pyke COUNTY CLERK
SUBLETTE COUNTY CLERK

699 Related Rel. of Mtg. 44-29

Grantor; (d) to keep the Property and any improvements which may at any time be on the Property in good condition and repair and to commit or suffer no waste; (e) not to commit or suffer destruction or removal of any improvements which may at any time be on the Property without the prior written consent of Secured Party; (f) to comply with applicable insurance policy provisions and all laws, ordinances, rules and regulations of governmental authorities governing the Property or its use; (g) to appear in and defend any action or proceeding purporting to affect the Property, the Note, this Mortgage or Secured Party's rights therein or herein and to pay or reimburse Secured Party for all costs and expenses, including attorneys' fees, incurred by Secured Party as a result of any such action or proceeding; (h) that all awards and proceeds received in connection with the condemnation of or injury or damage to the Property or amounts received in lieu of such awards or proceeds shall be paid to Secured Party and shall be applied by Secured Party first to costs and expenses, including attorneys' fees, incurred by Secured Party in connection with such awards or proceeds and then to the payment of the Note with the surplus, if any, to be paid to Grantor; (i) that, if Grantor fails to keep and perform any covenant or agreement contained in this Mortgage, Secured Party may, after reasonable notice, take or cause to be taken such action as it deems necessary or desirable to the end that such covenants and agreements may be kept and performed, and any sums advanced or costs and expenses incurred by Secured Party in connection therewith, including attorneys' fees, shall become due immediately without notice and shall bear interest at an annual rate of 15%; (j) that Grantor subordinates any rights Grantor may have to the Property as a homestead exemption or under any similar law which may hereafter be enacted in the jurisdiction in which the Property is located to the lien of this Mortgage.

The occurrence of any of the following events shall constitute an event of default hereunder: (a) default in the payment when due of any amount due under the Note; or (b) failure to perform or observe any covenant contained in the Note or this Mortgage or in any other instrument or agreement securing the Note; or (c) the filing of a voluntary or involuntary petition in bankruptcy by or against Grantor, or the appointment of a receiver for any of Grantor's assets or the Property; or (d) an assignment by Grantor for the benefit of creditors; or (e) Grantor's creation of or consent to any conveyance, sale, assignment, transfer, lien, pledge, mortgage or other encumbrance or alienation of any portion of the Property.

Upon the occurrence of any event of default, Secured Party shall have the following rights and remedies which shall be cumulative and which may be exercised with or without notice, and which may be exercised separately, independently or concurrently and more than once and in any order, and without any election of remedies to be deemed made, and without affecting the right of Secured Party to exercise any other remedy hereunder or which Secured Party may have in law, and without regard to other remedies then, theretofore or thereafter pursued or being pursued: (a) to declare the Note immediately due and payable; (b) to take immediate possession, management and control of the Property and to repair and maintain the same at the expense of Grantor and to perform such acts thereon or in connection therewith as Secured Party may deem necessary or desirable; (c) to collect and receive any and all rents, issues and profits from the Property and to apply the same to the Note in any manner or to the repair or maintenance of the Property, or both; (d) to apply for and obtain, ex parte and without notice, the appointment of a temporary receiver and after notice, the appointment of a permanent receiver for the Property or of the rents, issues and profits thereof, or both, and to have such receivers appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existence of waste, and to have sums received by such receivers, after deducting and paying costs and expenses of such receiverships, including attorneys' fees of Secured Party, applied to the Note in such manner and order as Secured Party may request; and (e) to foreclose this Mortgage and, if Secured Party so desires, to become the purchaser of the Property at any foreclosure sale.

The proceeds of any foreclosure sale shall first be applied to reimburse Secured Party for (a) reasonable costs and expenses of foreclosure, and (b) reasonable attorneys' fees, and (c) the balance of the proceeds, shall be paid first to Secured Party to pay the Note with the surplus, if any, to be paid to the owner of the Property on the date of the foreclosure sale.

Performance of Grantor's obligations under the Note is also secured by hypothecation agreements covering shares of the common stock of Energetics, Inc. (the "Hypothecated Shares"). At such time as the market value of the Hypothecated Shares (determined by multiplying the number of such shares times the average between the bid and asked price for shares of Energetics, Inc. common stock as reported in any newspaper) equals 120% of the amount of

principal and accrued interest then outstanding under the Note, this Mortgage shall immediately and automatically become, and forever thereafter be, null, void and of no further force or effect, and Secured Party shall thereupon execute and deliver to Grantor all such releases and other documents as Grantor may reasonably request in order to reflect of record or otherwise the termination of this Mortgage.

Signed and delivered as of August 8, 1985.

MM&S PARTNERS

By MEHL MM&S LTD.,
a Colorado limited partnership and a general partner of MM&S Partners

By _____
Robert L. Mehl,
General Partner of
Mehl MM&S Ltd.

By SMITH MM&S LTD.,
a Colorado limited partnership and a general partner of MM&S Partners

By _____
Jordan R. Smith,
General Partner of
Smith M&S Ltd.

By _____
Patrick D. Maher,
a general partner of
MM&S Partners

* By Robert L. Mehl as attorney in fact

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of August, 1985, by MM&S Partners, a Colorado general partnership as follows: (a) by Patrick D. Maher as a general partner of MM&S Partners, for and on behalf of such partnership; (b) by Robert L. Mehl as a general partner of Mehl MM&S Ltd., for and on behalf of such partnership as a general partner of MM&S Partners; and (c) by Jordan R. Smith as a general partner of Smith MM&S Ltd., for and on behalf of such partnership as a general partner of MM&S Partners.

Robert Mehl by Patrick D. Maher attorney in fact for

Notary Public

My Commission Expires:

June 21, 1986

Residing at:

3720 Ivy Castle Rock, CO 80104

3207R

EXHIBIT AA

to
Mortgage
dated August 8, 1985
from
MM&S PARTNERS
to
DENVER CASCADE, INC.

EXHIBIT AA

Lease Dated	Lease Book	Lease Recorded 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		"	" "	

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EXHIBIT AA

Lease Dated	Lease Recorded Book	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 AA

Lease Dated	Lease Book	Lease 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 #[illegible]-2
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 #10-2[illegible]
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 #40-2[illegible]
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		"	"	"

EXHIBIT AA

Lease Dated	Lease Recorded Book	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 #20-1
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 #. 3

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EXHIBIT AA

Lease Dated	Lease Recorded Book	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 4
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 "AA"

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.

EXHIBIT "AA"

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book 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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EXHIBIT "AA"

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Recorded Book	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 P. 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 P. LaCoy	T25N, R111W Section 22: E1/2NW1/4, NE1/4, W1/2SE1/4, SW1/4 Sweetwater County, WY

000861

EXHIBIT "AA"

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 "AA"

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. Pinley		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	Kona 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

EXHIBIT "AA"

Well Name	Working Interest	Net Revenue Interest	Lease Date	Lease Book	Recorded Page	Lessor	Lessee	Description
Federal 20-13	7.4582311%	6.0231141%	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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MORTGAGE DEED - FORM NO. 4-A

AMENDED

MORTGAGE

THIS MORTGAGE, made this 31st day of November, 19 85, between LOUIS F. BARTO and JENNIE C. BARTO, Husband and Wife of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and DAVID S. PETRIE and CAROLYN PETRIE, Husband and Wife of Sweetwater 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 in the SE¼SE¼ of Section 27, Township 34 North, Range 109 West of the 6th P.M., Wyoming, particularly described as follows:

Starting at the Northeast corner of SE¼SE¼ of Section 27, Township 34 North, Range 109 West, and proceeding thence Westerly along the North line of the SE¼SE¼ of Section 27, a distance of 888.56 feet to the point of beginning; thence proceeding Westerly along said North line of the SE¼SE¼ of Section 27, a distance of 141.44 feet; thence proceeding South 45°00' East a distance of 110 feet to a point; thence proceeding North 45°00' East, a distance of 100 feet to a point; thence proceeding North 45°00' West, a distance of 10 feet to the point of beginning; and also

Starting at the Northeast corner of the SE¼SE¼ of Section 27, Township 34 North, Range 109 West, and proceeding thence Westerly along the North line of the SE¼SE¼ of Section 27, a distance of 1030 feet to a point; thence proceeding South 45°00' East, a distance of 110 feet to the point of beginning; thence proceeding North 45°00' East, a distance of 100 feet to a point; thence proceeding South 45°00' East, a distance of 50 feet to a point; thence proceeding South 45°00' West, a distance of 100 feet to a point; thence proceeding North 45°00' West, a distance of 50 feet to the point of beginning,

Together with all improvements thereon, and easements, appurtenances, and incidents belonging and appertaining thereto, and used in connection therewith, and all water and water rights, ditch and ditch rights, reservoir and reservoir rights, and the right to the use of all water, ditches and reservoirs used in connection therewith, and all Taylor Grazing rights; subject, however, to all mining, mineral and other exceptions, reservations and conditions of record.

210078

RECORDED December 31 19 85 8:00 A M
IN BOOK 44 Mortgage PAGE 716
FEES $ 8.00 [illegible] 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 Ten Thousand and no/100----------

($ 10,000.00) Dollars, together with interest thereon at the rate of Thirteen per cent (13 %) per annum from August 1, 19 84, until paid, according to the conditions of that promissory note, dated June 1, 19 84, the ultimate maturity date of which is August 1, 19 94, which promissory note was executed and delivered by

David S. Petrie and Carolyn Petrie, husband and wife, jointly and severally.

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

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

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

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

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

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

DAVID S. PETRIE

CAROLYN PETRIE

INDIVIDUAL ACKNOWLEDGMENT

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

On this 26th day of November, 19 85, before me personally appeared

DAVID S. PETRIE

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: 11/5/89

Notary Public

My Commission Expires:

INDIVIDUAL ACKNOWLEDGMENT

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

On this 26th day of November, 1985, before me personally appeared

CAROLYN PETRIE

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: 11/5/89

Notary Public

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]

EXTENSION OF LIEN

Martin Stationery Co., Dallas, Texas

THE STATE OF TEXAS,

COUNTY OF Montague

KNOW ALL MEN BY THESE PRESENTS:

Whereas one certain Deed of Trust note dated January 18, , 1982, executed by E.E. Engleman and Maurine Y. Engleman payable to the order of The First National Bank of Bowie, Texas which is fully described in a certain deed of trust duly recorded in Record of Trust Deeds in Book 35 Page 90 of the County of Sublette, Wyoming Said note having been executed as a Deed of Trust Lien on the following described lot or parcel of land situated in the County of Sublette, Wyoming

See Attached Exhibit "A"

210081

RECORDED December 31 19 85 8:02 AM
IN BOOK 44 Mortgage PAGE 719
FEES $ 10.00 Lisa J. Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

And whereas E.E. Engleman and Maurine Y. Engleman of the County of Montague, State of Texas is now the owner of said real estate and now obligated to pay the above described note and The First National Bank of Bowie, Texas of the County of Montague State of Texas, is the legal and equitable holder of said note and at the request of said obligor has agreed to extend the time of payment of said note for a period of from this date August 1, 1983, said note being due and payable on April 20, 1986, at the rate of 13.5%.

Now, therefore, for and in consideration for the extension of the term payment of said note this day made by the legal holder of said note, we do hereby ratify and affirm the extension of said note, and the lien on the above described real estate.

Witness our hands this 19th day of July A. D. 19 85

E.E. Engleman

Maurine Y. Engleman

719

ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Montague
on this day personally appeared

BEFORE ME, the undersigned authority,

E.E. and Maurine

known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that he y executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 26th day of December, A.D. 19 85

(L.S.)

Jane Pope

Notary Public, in and for the State of Texas.
My Commission Expires 12-16-86

ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF
on this day personally appeared

BEFORE ME, the undersigned authority,

known to me to be the person whose name 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 day of , A.D. 19.

(L.S.)

Notary Public, in and for the State of Texas.
My Commission Expires

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF
COUNTY OF
on this day personally appeared

BEFORE ME, the undersigned authority,

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of , A.D. 19

(L.S.)

Notary Public, in and for the State of Texas.
My Commission Expires

CLERK'S CERTIFICATE

THE STATE OF TEXAS,
COUNTY OF

I, , County Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated on the day of , A. D. 19 , with its Certificate of Authentication, was filed for record in my office on the day of , A. D. 19 , at o'clock M., and duly recorded this day of A. D. 19 , at o'clock M., in the Records of said County, in Volume , on pages

WITNESS MY HAND AND SEAL OF THE COUNTY COURT of said County, at office in , the day and year last above written.

County Clerk County, Texas.
(L. S.) By , Deputy.

C-214

No.

EXTENSION OF LIEN

FROM

E.E. and Maurine Engleman

TO

First National Bank

Bowie, Texas 76230

FILED FOR RECORD

this day of A. D. 19

at o'clock M.

County Clerk Co., Texas

By Deputy.

RECORDED

A. D. 19

in County Records,

Book , Page

County Clerk

Deputy.

Recording Fee $

FIRST NATIONAL BANK
OF BOWIE
POST OFFICE BOX 1081
BOWIE, TEXAS 76230

with

EXHIBIT "A"

Attached to and a part of that certain Deed of Trust and Assignment of Proceeds from E. E. Engleman to Bruce Boyd, Trustee, for the use and benefit of the First National Bank of Bowie, dated January 18, 1972.

OVERRIDING ROYALTY INTERESTS

Converse County, Wyoming

A one and one-half percent (1.5%) overriding royalty interest under the following land and leases on which is located the Inexco-No. 1 Robinson, NW/4 Sec. 21-35N-69W; the Felmont Oil-Robinson No. 1, NE/4 Sec. 21-35N-69W; and the Anadarko Production-Robinson No.2 and No. 3, N/2 Sec. 10-35N-69W;

Township 34 North, Range 69 West, 6th P.M.
Section 7 : Lot 1, Lot 2, Lot 3, & E/2NW/4
Township 35 North, Range 69 West, 6th P.M.
Section 10: N/2
Section 21: N/2
Township 34 North, Range 70 West, 6th P.M.
Section 12: E/2NE/4, NE/4SE/4
Township 35 North, Range 70 West, 6th P.M.
Section 35: E/2

1,268.94 acres, m/l

Oil and Gas Lease, dated November 14, 1969, from Helen R. Eberspecher, single, to E. E. Engleman, recorded in Book 480, Page 530, Records of Converse County, Wyoming.

Oil and Gas Lease, dated August 22, 1969, from Thomas P. Robinson, et vx, to E. E. Engleman, recorded in Book 479, Page 425, Records of Converse County, Wyoming.

Sublette County, Wyoming

A one and one-half percent (1.5%) overriding royalty interest under the following land and leases on which is located the Petro-Search Fogarty Creek Unit Well No. 1-32, Sec. 32-28N-114W;

U.S.D.I. Lease W-17208

Township 28 North, Range 114 West, 6th P.M.
Section 32: Lots 16, 17, 18, 19, & 20

180.42 acres m/l

U.S.D.I. Lease W-20038

Township 28 North, Range 114 West, 6th P.M.
Section 28: E/2NE/4, NW/4NE/4, NW/4SE/4

160.00 acres m/l

OVERRIDING ROYALTY INTERESTS CONTINUED

Sublette County, Wyoming (continued)

U.S.D.I. Lease W-20039

Township 28 North, Range 114 West, 6th P.M.
Section 33: SW/4SE/4

40.00 acres, m/l

The above Department of Interior Leases are filed with the Bureau of Land Management, Cheyenne, Wyoming, and are subject to the Fogarty Creek Unit Agreement, Sublette County, Wyoming, with Belco Petroleum Corporation, the designated Operator of the Unit.

Washakie County, Wyoming

Various overriding royalty interests, set forth below as a decimal interest, under the following land and leases on which is located the Gulf Oil Corporation - U.S.A.-Caldwell, SE/4 Sec. 31-47N-90W; the Gulf Oil Corporation - Stuarco-U.S.A. 6-14, NE/4 Sec. 6-46N-90W; and the Gulf Oil Corporation - Padon-U.S.A. 31-23, SE/4 Sec. 31-47N-90W;

U.S.D.I. Lease W-688 - .01000000 ORRI

Township 46 North, Range 91 West, 6th P.M.
Section 1: Lots 13,14 & S/2NE/4

160.00 acres, m/l

U.S.D.I. Lease W-0148758-B - .0033333 ORRI

Township 47 North, Range 90 West, 6th P.M.
Section 31: SE/4

160.00 acres, m/l

U.S.D.I. Lease W-0168275 - .0033333

Township 46 North, Range 90 West, 6th P.M.
Section 6: Lots 8,9,14 & 15

125.52 acres, m/l

U.S.D.I. Lease W-0254680-A - .0075000 ORRI

Township 47 North, Range 90 West, 6th P.M.
Section 31: Lots 5,6 & E/2NW/4

158.56 acres, m/l

U.S.D.I. Lease W-0254680 - .0075000 ORRI

Township 47 North, Range 90 West, 6th P.M.
Section 31: S/2NE/4

80.00 acres, m/l

The above Department of Interior Leases are filed with the Bureau of Land Management, Cheyenne, Wyoming and are subject to the Cottonwood Creek Field Extension Unit Agreement, Washakie County, Wyoming, with Gulf Oil Corporation, the designated Operator of the Unit.

STATE [redacted]OMING
FHA Form 2196 m
(Rev. Sept. 1983)

[redacted]

MORTGAGE

[redacted]

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

(ONE-TIME MIP)

KNOW ALL MEN BY THESE PRESENTS, That

WALLACE D. ARMSTRONG AND GINA M. ARMSTRONG, 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 NINE THOUSAND FIVE HUNDRED AND NO/100 ********** Dollars

($ 69,500.00). with interest at the rate of ELEVEN AND ONE HALF per centum

(11.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

NORWEST BANK CASPER, N.A.

a corporation organized and existing under the laws of

THE UNITED STATES OF AMERICA

hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of

SIX HUNDRED EIGHTY EIGHT AND 26/100 ********** Dollars

($ 688.26), commencing on the first day of FEBRUARY, 19 86, 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, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOTS 16, 17 AND 18, BLOCK 5, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

210089

RECORDED December 31 19 85 10:40 A M
IN BOOK 44 Mortgage PAGE 723
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

including all buildings and improvements thereon for that may hereafter be erected thereon); together with the hereditament and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and th revertion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heatin 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 Stat of Wyoming and covenants and agrees that he/she is lawfully seized of said premises, that they are free from al encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims o all persons whomsoever.

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

1. That he or she will pay the indebtedness, as hereinbefore provided. [illegible]

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premise covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazar insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefo divided by the number of months to elapse before (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

*** PRIVILEDGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE

over

Released BK 14 Rel @ pg 189

723

(b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be 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) ground rents, taxes, special assignments, 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, 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.

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 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/her expense.

6. That he or she 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 or 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 the 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 judgement.

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 SIX MONTHS 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 SIX MONTHS 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 Beneficiary when the ineligibility for insurance under the National Housing Act is due to the Beneficiary's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or if 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 contary 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 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. [redacted] covenants herein contained shall [redacted] and the benefits and advantages sha[redacted] to, the respective heirs, executors, administrators, successors, and assigns hereto. Whenever used, the singular number shall include all genders.

[redacted] [redacted] [redacted]

And the said GINA M. ARMSTRONG wife of the said WALLACE D. ARMSTRONG upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

INN WITNESS WHEREOF, the Mortgagor(s) has hereunto set their hand(s) this TWENTY FOURTH day of DECEMBER ,19 85

In the presence of-

Wallace D. Armstrong
WALLACE D. ARMSTRONG

Gina M. Armstrong
GINA M. ARMSTRONG

THE STATE OF WYOMING

ss:

COUNTY OF LINCOLN

On this 24th day of DECEMBER ,19 85 , before me personally appeared WALLACE D. ARMSTRONG GINA M. ARMSTRONG to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notorial seal, this 24th day of DECEMBER ,A.D.19 85

Karlette A. Sedey
County of Lincoln
State of Wyoming
My Commission Expires Jan. 11, 1986

(SEAL)

Charlotte A. Sedley
Notary Public.

My commission expires Jan. 11, 1989

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 of Deeds

Fee: $ By
Deputy

USGPO: 1980-671-101/199 GPO: 1983--676-013/012

726

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, NORWEST BANK CASPER, N.A., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, WITH ITS PRINCIPAL OFFICE IN CASPER, WYOMING, THE MORTGAGEE NAMED IN THAT CERTAIN MORTGAGE HEREINAFTER DESCRIBED, DOES HEREBY TRANSFER, ASSIGN, SET OVER, AND CONVEY ALL ITS RIGHT, TITLE, AND INTEREST IN, UNDER AND TO SAID MORTGAGE, WHICH WAS GIVEN TO SAID MORTGAGEEE BY:

WALLACE D. ARMSTRONG AND GINA M. ARMSTRONG, HUSBAND AND WIFE

AND IS RECORDED IN BOOK 44 Mtg BEGINNING ON PAGE 723, IN THE OFFICE OF THE COUNTY CLERK OF SUBLETTE COUNTY, WYOMING, AND WHICH COVERS PROPERTY DESCRIBED AS FOLLOWS:

"ALL LANDS DESCRIBED IN SAID MORTGAGE"

TOGETHER WITH THE NOTE OR NOTES SECURED THEREBY, UNTO

KNUTSON MORTGAGE AND FINANCIAL CORPORATION

A CORPORATION, ITS SUCCESSORS AND ASSIGNS, SUBJECT, HOWEVER, TO ALL AGREEMENTS, CONDITIONS, COVENANTS AND STIPULATIONS THEREIN CONTAINED, AS WELL AS ALL RIGHTS OF REDEMPTION PROVIDED BY LAW.

IN WITNESS WHEREOF, SAID NORWEST BANK CASPER, N.A., HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS VICE PRESIDENT, DULY ATTESTED BY ITS LOAN OFFICER, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED, PURSUANT TO DUE AUTHORITY THEREUNTO GIVEN, THIS 24th DAY OF DECEMBER, 19 85.

NORWEST BANK CASPER, N.A.:

BY Richard C. Maves
RICHARD C. MAVES, VICE PRESIDENT

ATTEST Terry Howell
TERRY HOWELL, LOAN OFFICER

STATE OF WYOMING)
COUNTY OF) SS

ON THIS 24th DAY OF DECEMBER, 19 85, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, APPEARED:

RICHARD C. MAVES AS VICE PRESIDENT AND

TERRY HOWELL AS LOAN OFFICER OF NORWEST BANK CASPER, N.A., A NATIONAL BANKING CORPORATION, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT THEY ARE THE VICE PRESIDENT AND THE ASSISTANT VICE PRESIDENT, RESPECTIVELY, OF SAID NORWEST BANK CASPER, N.A., 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.

Nola J. Galloway
NOTARY PUBLIC

MY COMMISSION EXPIRES: October 14, 1988

NOLA J. GALLOWAY NOTARY PUBLIC MY COMMISSION EXPIRES [redacted] 14, 19[redacted] [redacted] County, Wyoming

210090

RECORDED December 31 1985 10:40 A.M.
IN BOOK 44 Mortgage PAGE 726
FEES 4.00 Dee Clarke COUNTY CLERK
SUBLETTE COUNTY CLERK

210115

RECORDED January 2 19 86 3:00 P M
IN BOOK 44 Misc PAGE 727
FEES $6.75 Janet Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

Requested By and
When Recorded Mail to:

The Travelers Insurance Company
Real Estate Investment Department
4 Orinda Way, Suite 200A
Orinda, California 94563

MEMORANDUM
MODIFICATION AGREEMENT

Loan Number 194993-2 Dec 19, 1985

1. The undersigned Borrower(s), hereinafter referred to as ("Borrowers"), and The Travelers Insurance Company, a Connecticut corporation, hereinafter referred to as ("Lender"), hereby refer to the following described promissory note hereinafter referred to as ("Note"), dated January 24, 1975 in the original principal amount of $350,000.00, secured by a Mortgage or Deed of Trust, recorded on January 31, 1975, in Book/Vol. 26, page 434 of the Official Records of Sublette County, State of Wyoming; and agree that such Note is modified upon the terms and conditions set forth in that certain Modification Agreement between the undersigned of even date.

2. Said Modification Agreement is by this reference incorporated herein and made a part hereof.

3. In all other respects, said Note, Mortgage or Deed of Trust and all other instruments securing said Note remain in full force and effect and the modifications herein referred to are subject to all of the conditions and covenants expressed in said Note, Mortgage or Deed of Trust and other security instruments.

4. If the Modification Agreement affects the legal description of the property secured by the original mortgage or deed of trust, the legal description, as modified by that Agreement, will be shown on an Exhibit A-1 attached to this Memorandum.

5. If said Note is secured by a Mortgage or Deed of Trust in another county, the recording information that instrument is shown in Exhibit A-2, attached hereto, and an Original Counterpart of this Memorandum will be recorded in said county.

Lender:

THE TRAVELERS INSURANCE COMPANY,
a Connecticut corporation

By: Neil Hamilton
Its: Neil Hamilton
Regional Director

By: Marion Blackwood
Its: Marion Blackwood Jr.
Assistant Secretary

Borrowers:

Ronald W. Ball
RONALD W. BALL

Delores Joan Ball
DELORES JOAN BALL

<Notarials Attached>

JS/tt
9/6

STATE OF WYOMING
COUNTY OF SUBLETTE
Subscribed and Sworn before me this 21 day of December 1985 /by Ronald W. Ball and Delores Joan Ball

BONNIE BENNETT
Notary Public - State of Wyoming
Sublette County, Wyoming
Commission Expires June 4, 1989

My Commission Expires June 4, 1989

Bonnie Bennett
Notary Public

Loan# 194993-2

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF CONTRA COSTA)

FOR CORPORATE ACKNOWLEDGEMENT

On December 30th, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Neil Hamilton known to me to be the Regional Director of The Travelers Insurance Company, and Marion Blackwood Jr. the Assistant Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(seal)

Signature: Linda M. Wright

Notary Public in and for the
State of California,
County of Contra Costa

My Commission Expires: 1-5-88

001-5100150

MORTGAGE DEED

THIS INDENTURE, made this 2nd day of Jan, 19 86, between Marcia M. Dew and Richard B. Dew, husband and wife and Peyton H. Dew, as tenants in common and not as joint Tenants,

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 thousand six and no/100---------- 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: TOWNSHIP 37 NORTH, RANGE 110 WEST OF THE 6th P.M., SUBLETTE COUNTY, WYOMING. Section 3 : W½SE¼, W½E½SE¼, SW¼ Except that part of the S½SW¼ described as follows: Beginning at the southwest corner of said Section 3; Thence, N.00°09'E., 1056.00 Feet along the west line of said Section 3; thence, N.89°48'E., 1650.00 feet parallel with the south line of said Section 3; thence S.00°09'W., 1056.00 feet parallel with the west line of said Section 3 to the south line of said section 3; thence S.89°48'W., 1650.00 feet along the south line of said Section 3 to the point of beginning. EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF TRIBUTARIES OF THE GREEN RIVER.

PROPERTY AND FIXTURES MORTGAGED: Including all buildings and improvements thereon or that may hereafter be erected thereon; together with all hereditments 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 really 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 $ 1,155.94 each, the first such installment being due on the 15th day of January, 19 86, 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 B. Dew

Richard B. Dew

Marcia M. Dew

Marcia M. Dew

Peyton H. Dew

Peyton H. Dew, a single person

In the presence of

Delbert E. Brown

Release BK. 14 Rel. @ Pg. 478 729

THE STATE OF WYOMING }
COUNTY OF Sublette } ss.

On this 2nd day of January, 19 86, before me personally appeared
Richard B. Dew and Marcia M. Dew
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 2 day of JANUARY, 19.86

My commission expires May 28, 1986

Gloria Crotti
Notary Public

[illegible] PUBLIC
[illegible] OF WYOMING
[illegible] May 28, 1986

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF Sublette } ss.

On this 2 day of January, 19.86, before me personally appeared
Peyton H. Dew
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.

Given under my hand and notarial seal this 2 day of January, 19 86

Gloria Crotti
Notary Public

My commission expires on the 28th day of May, 1986

[illegible] PUBLIC
[illegible] OF WYOMING
MY COMMISSION EXPIRES MAY 28, 1986

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. [redacted]

MORTGAGE DEED

[redacted]

TO

Rocky Mountain Federal
Savings and Loan Association

THE STATE OF WYOMING } ss.
[redacted]
21036
was filed for record at 12:15 o'clock
on the 6th day of February,
and duly recorded in Book 44
of
Clerk and Ex-officio Register of Deeds.
Deputy.

[redacted]

ROCKY MOUNTAIN FEDERAL
SAVINGS AND LOAN ASSOCIATION