MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That DON CHRISTMANN, a single man, mortgagor, of Sublette County, State of Wyoming, to secure the payment of SIXTY-NINE THOUSAND FIVE HUNDRED NINETY-THREE and 27/100 DOLLARS ($69,593.27), with interest from January 5, 1986, at the rate of TEN AND ONE-QUARTER PER CENT (10.25%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable January 5, 1987, DOES HEREBY MORTGAGE to HAROLD M. SNOW, JR., and MELITA L. SNOW, husband and wife, and to the survivor thereof, mortgagees, whose mailing address is P. O. Box 146, Boulder, Wyoming 82923, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Township 33 North, Range 108 West of the Sixth Principal Meridian

Section 15 - SE/4 SW/4
Section 22 - NE/4 NW/4

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN NONE DOLLARS ($ - 0 -) during the life of this mortgage, in favor of and payable to the mortgagees, and in case the mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

210145

RECORDED January 7 1986 2:00 P M
IN BOOK 45, Mtg PAGE 1
FEES $ 6.00 Dave J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClain

Release Mtg. - Book 13, Pg. 112
1-23-86

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

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

DATED this 7th day of January, 1986.

DON CHRISTMANN

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DON CHRISTMANN, a single man, this 7th day of January, 1986.

Witness my hand and official seal.

Taye Hammons
Notary Public

My commission expires: 11/22/87

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

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARK E. DELGADO, a single man,

mortgagor, of Box 66 Pinedale, Sublette County, State of Wyoming, to secure the payment of Twenty-Seven Thousand and N0/100 ($27,000.00) Dollars, due 12/20/2001 with interest from 12/10/85 at the rate of fourteen(14%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 180 equal monthly payments of $359.58 each, which include interest at the rate of 14% per annum; first said payment due 1/20/86 and payable on the 20th day of each month 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:

Lot Ten (10), Block Twenty-Seven (27), Cooley Fifth Subdivision to the Town of Pinedale as the same appears of record on the official map 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; water and water rights, ditches and ditch rights, used thereon or appurtenant thereto; SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights-of-way of record or in use; and to prior mineral reservations of record.

210152

RECORDED January 17 1986 4:31 P.M.
IN BOOK 45 Misc PAGE 3
FEES $6.00 Lora J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McAllister

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than 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 10 day of December A. D. 19 85.

In the presence of

Mark E. Delgado
MARK E. DELGADO

3 Misc Bk 13 pg 441

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Mark E. Delgado,

, ,

this 23rd day of December, 19 85.

Witness my hand and official seal.

Jan W. Dalton
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

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

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

This form is used in connection with mortgages insured under the one-to-four family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS. That Robert W. Maxam and Julie A. Maxam, husband and wife
herein designated as Mortgagor, of Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Seventy One Thousand Three Hundred Fifty and No/100 ---------- Dollars ($ 71,350.00), with interest at the rate of Nine and Three Quarters ------- per centum (9.750 %) per annum as evidenced by a promissory note of even date herewith to the order of Teton Mortgage Company, Inc.
P.O. Box 3904., Jackson, Wyoming 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 Six Hundred Thirty Five and 87/100 ---------- Dollars ($ 635.87), commencing on the first day of March, 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 February, 2011, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 1, Block 2, COOLEY EIGHTH ADDITION to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the plat thereof filed in the Office of County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

210161

RECORDED January 8 1986 11:00 AM
IN BOOK 45 Mtg 5
FEES $12.00 Lou J. Yake
SUBLETTE COUNTY PINEDALE, WYO.
by Dorothy McKenzie

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

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

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

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

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

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

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

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

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

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the case may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments to be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments made under the provisions of (*a*) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. That he will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in [redacted] all such proceedings, a reasonable a[redacted]'s fee. In case the Mortgagee shall la[redacted]ly 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 Julie A. Maxam wife of the said Robert W. Maxam upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 8th day of January , 19 86

In the presence of—

Robert W. Maxam

Julie A. Maxam

*Mortgage Riders Attached.

THE STATE OF WYOMING }
} ss:
COUNTY OF Sublette }

On this 8th day of January , 1986 , before me personally appeared Robert W. Maxam and Julie A. Maxam to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and official seal, this 8th day of January , A.D. 1986

[SEAL]

My commission expires Sept 20, 1986

Kathleen E. Williams
Notary Public

STATE OF WYOMING

COUNTY OF Sublette ss:

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

EXHIBIT C

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

UNIFORM MORTGAGE RIDER

As long as this mortgage is held by Wyoming Community Development Authority, Casper, Wyoming, the Mortgage 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 1-03A(J) 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 Mortgage Lender's prior written consent; or

(c) Borrower omits or misrepresnets a material fact in an applicaton 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 8th day of January, 1986.

Robert W. Maxam
Signature

Julie A. Maxam
Signature

Robert W. Maxam
Printed

Julie A. Maxam
Printed

WCDA MFP FORM 1-209A (5/84)

MORTGAGE RIDER

This Rider, dated the 8th day of January, 19 86, amends the Mortgage of even date by and between Robert W. Maxam and Julie A. Maxam, the Mortgagor, and Teton Mortgage Company, Inc., the Mortgagee, and NA, the NA, as follows:

1. Subsection (a) of Paragraph 2 is deleted.

2. Subsection (c)(1) of Paragraph 2 is deleted.

3. In the third sentence of Paragraph 3, the words "all payments made under the provisions of (a) of paragraph 2 hereof which the mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.

4. The fourth sentence of Paragraph 3 is amended by insertion of a period after ". . . then remaining unpaid under said Note" and deletion of the remainder of the sentence.

5. Paragraph 10 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

IN WITNESS WHEREOF, Robert W. Maxam and Julie A. Maxam have set their hand and seal the day and year first aforesaid.

Robert W. Maxam [SEAL]

Julie A. Maxam [SEAL]

Signed, sealed and delivered
in the presence of

Kathleen E. Williams

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

Robert W. Maxam and Julie A. Maxam, husband and wife

and appears recorded in book 145 of mortgages, beginning on page 5 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 1, Block 2, COOLEY EIGHTH ADDITION to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the plat thereof filed in the Office of County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

210162

RECORDED January 8 1986 11:09 AM
IN BOOK 145 MTG PAGE 10
FEES $4.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by 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 8th day of January, 1986.

By Dale E. Barlage
Dale E. Barlage, Board Chairman

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 8th day of January 1986.

Witness My hand and official seal.
My Commission expires: 11/10/87

Beverley A. Williams

Doing Business without a corporate seal.

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 120 W. Pearl St. Jackson, Wy 83001, 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 Seventy One Thousand Three Hundred Fifty and No/100 ---------- Dollars to it in hand paid by The Wyoming Community Development Authority, 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 8th day of January, in the year One Thousand Nine Hundred and Eighty Six, made by Robert W. Maxam and Julie A. Maxam, husband and wife in favor of Teton Mortgage Company, Inc. and conveying the following described property:

Lot 1, Block 2, COOLEY EIGHTH ADDITION to the Town of Pinedale, Sublette County, Wyoming, as the same appears of record on the plat thereof filed in the Office of County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

210163

RECORDED January 8 1986 11:00 A.M.
IN BOOK 45 Mtg PAGE 11
FEES $4.00 Lora J. Yade 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 XXXXX Sublette on the 8th day of January, in the year 19 86, in Book 45 of Mortgages, at Page 10, 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 8th day of January, 1986.

FIRST WYOMING BANK N.A. JACKSON CORPORATE SEAL

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 8th day of January, 19 86, 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 8th day of January, 19 86.

Jenny Curtan
Notary Public

My Commission Expires: June 25, 1989

JENNY CURTAN NOTARY PUBLIC
Teton County State of Wyoming
Commission expires June 25, 1989

REL - 101A (2-78)

Release - Book 13, Page 467

12

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, CHEYENNE 41302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

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

mortgagor S, of Box 25 Cora, Sublette County, State of Wyoming, to secure the payment of Eighteen Thousand and N0/100 ($18,000.00) Dollars, due 10/23/86 with interest from 10/23/85 at the rate of sixteen(16%) per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, payable in one principal payment of $18,000.00 together with interest thereon from 10/23/85 at the rate of 16% per annum; said payment due and payable in full on 10/23/86; do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P.O. Box 519

Pinedale, Wyoming 82941

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

TOWNSHIP 34 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING;

Section 10: SE¼SW¼, NE¼NW¼ EXCEPTING FROM SAID NE¼NE¼NW¼ A TRACT OF LAND DESCRIBED AS FOLLOWS: Beginning at the northeast corner of NE¼NE¼NW¼ of Section 10; thence S89°10'33"W., along the north line of the said NE¼NE¼NW¼ a distance of 416.00 feet; thence, S.00°01'34"W., parallel to the east line of said NE¼NE¼NW¼ a distance of 208.00 feet; thence, N89°10'33"E., parallel to the north line of said NE¼NE¼NW¼ a distance of 416.00 feet; thence, N00°01'34"E., along the east line of said NE¼NE¼NW¼ a distance of 208.00 feet to the point of beginning.

TOGETHER WITH all improvements and appurtenances thereunto appertaining; SUBJECT TO: reservations and restrictions contained in United States patents 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 homestead laws of said state.

Dated this day of December A. D. 19 85.

In the presence of

Richard R. Noble
RICHARD R. NOBLE

Helen Louise Noble
HELEN LOUISE NOBLE

RECORDED January 8th 1986 11:30 A.M.
IN BOOK 345 Misc. PAGE 12
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

210167

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Richard R. Noble and Helen Louise Noble, ,

this 30th day of December, 19 85.

Witness my hand and official seal.



Jan W Yates
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

MORTGAGE DEED

FROM

TO

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

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

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ... Fees, $...

14

Released BK 13 RLS. PG- 505

MÓRTGAGE DEED—FORM No. 4½

THE MILLS COMPANY, SHERIDAN 141 302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

EARL C. WRIGHT and JOLEEN M. WRIGHT, husband and wife & LEE J. WRIGHT, a single man,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Sixty-Two Thousand One Hundred Twenty-Six & 19/100------ Dollars, due 11/15/86 with interest from 11/15/85 at the rate of 16 per cent per annum, payable annually evidenced by one promissory note, of even date herewith, payable in one annual payment of principal in the amount of $62,126.19 and accrued interest at the rate of 16% per annum said annual payment due 11/15/86; do hereby mortgage to FIRST NATIONALBANK OF PINEDALE mortgagee, whose address is Box 519 Pinedale, Wy. 82941 the following described real estate, situated in the County of , in the State of Wyoming, to-wit:

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

210168

RECORDED January 8 1986 11:30 A M
IN BOOK 45 Mtg PAGE 14
FEES $5.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

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

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

Dated this 15th day of November A. D. 19 85

In the presence of

Earl C. Wright
EARL C. WRIGHT

Lee J. Wright
LEE J. WRIGHT

Joleen M. Wright
JOLEEN M. WRIGHT

[redacted] [redacted] [redacted]

State of Wyoming }
County of Sublette } ss.

The foregoing instrument was acknowledged before me by Earl C. Wright, joleen M. Wright, Lee J. Wright,

this 30 day of December, 19 85

Witness my hand and official seal.

John W. Dalton
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

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, $

EXHIBIT "A"

TRACT A

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

TRACT B

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

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

LEE J. WRIGHT

EARL C. WRIGHT

JOLEEN M. WRIGHT

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MORTGAGE DEED WITH RELEASE OF HOMESTEAD

William B. and Trudy S. Skinner
1329 Sorenson - Kemmerer, Wyoming
Mortgagor(s) Address

mortgagor(s), of Lincoln County, State of Wyoming, to secure the payment of Twenty thousand two Hundred (20,200.00) Dollars, due November 18,1991
Final Payment Due Date

with interest from ____ at the rate of 12.50 per cent per annum, payable monthly evidenced by a promissory note, do hereby mortgage to First Guaranty Savings &Loan
Date Funds Disbursed

mortgagee, whose address is 201 Canyon Road- Diamondville, WY the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 5, Block 9, C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming.

210224

$4.00 RECORDED Nov. 20, 1985 at 4P M. IN BOOK 233PR PAGE 356 SUBLETTE COUNTY, PINEDALE, WYO. NO. 646600 ELIZABETH C. WILDE, CLERK

RECORDED January 9 1986 3:00PM
IN BOOK 45 Mtg PAGE 17
FEES $6.00 Lacy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McShane

The mortgagor(s) agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than Twenty Thousand and 00/100---------- Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor(s) shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee or their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, and it shall be lawful for the mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the mortgagee and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the mortgagee on demand, to the mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the mortgagor binds himself personally to pay the unpaid balance, and the mortgagee will be entitled to a deficiency judgment.

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

Dated this 18th day of November A. D. 19 85

In the presence of
Marie Lebolo
MARIE LEBOLO - Notary Public
Witness

County of Lincoln State of Wyoming

My Commission Expires July 8, 1989

William B. Skinner
Mortgagor

Trudy S. Skinner
Mortgagor

11-491 (11-77)

Rel'd BK 20 Rel PG 240 2-16 00

17

State of Wyoming
County of Lincoln } ss.

The foregoing instrument was acknowledged before me by William R. Skinner and Trudy S. Skinner

this 13th day of November, 19 85

Witness my hand and official seal.

MARIE J EBOLO - Notary Public
County of Lincoln
State of Wyoming
My Commission Expires July 8, 1987

Marie Jebolo
Signature

Notary
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, $

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Ray Gordon Owsley

Box 1014 Big Piney, Wyoming 83113

Mortgagor(s)

Address

mortgagor(s), of Sublette County, State of Wyoming, to secure the payment of Sixty Seven Thousand Five Hundred Fifty and no/100 Dollars, due 1-2-86

Final Payment Due Date

with interest from 10-3-86 at the rate of 13% per cent per annum, payable monthly evidenced by a promissory note, do hereby mortgage to First Guaranty Savings and Loan P. O. Box 400 Diamondville, Wyoming

Date Funds Disbursed

mortgagee, whose address is P. O. Box 400 Diamondville, Wyoming 83116 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot 28 Meadow Canyon Estates Sublette County, Wyoming

210238

RECORDED January 10 1986 8:00 A M
IN BOOK 45 Misc PAGE 17
FEES $6.00 Laura Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee or their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, and it shall be lawful for the mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the mortgagee and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the mortgagee on demand, to the mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the mortgagor binds himself personally to pay the unpaid balance, and the mortgagee will be entitled to a deficiency judgment.

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

Dated this 3rd day of October A. D. 1985

In the presence of

Jolene J. Roppe
Witness

Ray Gordon Owsley
Mortgagor

Witness

Ray Gordon Owsley
Mortgagor

19-401 (12-77)

RLSE B 13, P. 264
6-2-86

19

State of Wyoming
County of Lincoln } ss.

The foregoing instrument was acknowledged before me by Ray Lerdon Quigley,

this 31st day of October, 19 85.

Witness my hand and official seal.

JOETTE J. PEPPER - Notary Public
County of Lincoln State of Wyoming
My Commission Expires July 8, 1989

My Commission Expires:

Joette J Pepper
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 DEED WITH RELEASE OF HOMESTEAD

DONNA J. SMITH, f/k/a DONNA J. KRAUSE, and JOHN A. SMITH, her husband,

mortgagor S , of Sublette County, State of Wyoming, to secure the payment of Eight Thousand and N0/100 ($8,000.00) - - - - - - - - - - - - - - - - - - Dollars, due 1-15-91 with interest from 1-6-86 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 $194.55 each, which include interest at the rate of 16% per annum; first said payment due 2-15-86 and on the 15th day of each month thereafter until paid in full; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette , in the State of Wyoming, to-wit:

A tract of land located in the E½E½ of Section 13, Township 37 North, Range 110 West of the 6th Principal Meridian, Sublette County, Wyoming, more particularly described as follows:

BEGINNING at a point on the East line of Section 13, said point being located Northerly a distance of 900 feet from the Southeast corner of Section 13;
Thence from said point of beginning, Westerly perpendicular to the East line of Section 13, approximately 950 feet to a point on the centerline of the Green River Lakes Road;
Thence Northeasterly along the centerline of said road to a point on the East line of Section 13;
Thence Southerly along the East line of Section 13 to the point of beginning.
EXCEPTING all of that portion of the above described tract of land conveyed by Warranty Deed to the State Highway Commission of Wyoming, dated September 20, 1976, recorded September 24, 1976 in Book 18 of Deeds, page 602.
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 homestead laws of said state.

Dated this 6 day of January A. D. 19 86 .

In the presence of

Donna J. Smith
DONNA J. SMITH, f/k/a DONNA J. KRAUSE

John A. Smith
JOHN A. SMITH

RECORDED January 13 1986 3:15 PM
IN BOOK 45 Misc PAGE 21
FEES $10.00 Jean Light COUNTY CLERK
SUBLETTE COUNTY CLERK

210255

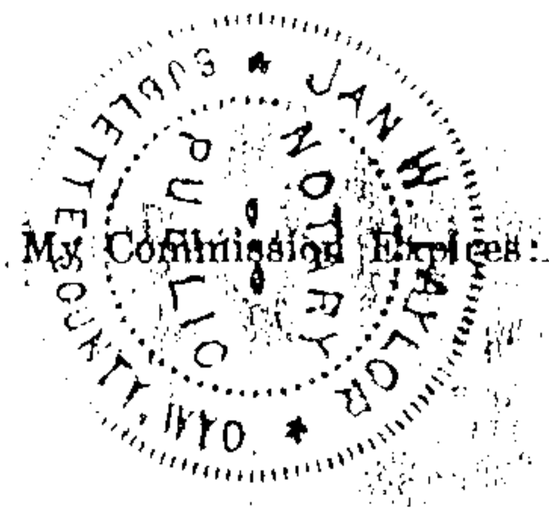
Released BK. 15 Rel. @ p. 382

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Donna J. Smith, f/k/a Donna J. Krause and John A. Smith,

this 13th day of January, 19 86.

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, $ ...

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
Book 15 Rel, Page 75.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That LARRY A. HEGG and JULIA D. HEGG, Husband and Wife herein designated as Mortgagor, of 134 MEADOW ROAD, PINEDALE, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of ----FIFTY FIVE THOUSAND SIX HUNDRED AND NO/100---------- Dollars ($ 55,600.00), with interest at the rate of NINE AND THREE FOURTHS per centum (9.750 %) per annum as evidenced by a promissory note of even date herewith to the order of TETON MORTGAGE COMPANY, INC. 140 SOUTH CACHE STREET, P.O. Box 3904, JACKSON, TETON COUNTY, WYOMING 83001 a corporation organized and existing under the laws of State of Wyoming hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of ----------FOUR HUNDRED NINETY FIVE AND 51/100---------- Dollars ($ 495.51), commending on the first day of MARCH, 1986, 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 FEBRUARY, 2011, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOTS 10, 11, and 12, BLOCK 5, TOWNSITE OF SHELTER PARK, SUBLETTE COUNTY, WYOMING.

210325

RECORDED January 20 1986 8:00 AM
IN BOOK 45 Misc PAGE 23
FEES $10.00 Lavina Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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. * [illegible] See below

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

Mortgagee is reserved to pay the debt, in whole or in part, on any installment due date/over

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(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 or 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 accepted for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within Sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 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 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. That the covenants hereto 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 JULIA D. HEGG wife of the said LARRY A. HEGG 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 15th day of January , 19 86

In the presence of—

A. RODGERS EVERETT

LARRY A. HEGG

JULIA D. HEGG

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 15TH day of January , 19 86 , before me personally appeared Julia D. Hegg and Larry A. Hegg to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and seal, this 15th day of January , A.D. 19 86

[SEAL]

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

My commission expires 7/28/88

Edwin R. Adams
Notary Public

NOTE: MORTGAGE RIDER ATTACHED

STATE OF WYOMING }
COUNTY OF } ss:

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

U.S. GOVERNMENT PRINTING OFFICE : 1980 682 321

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

EXHIBIT C

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

UNIFORM MORTGAGE RIDER

As long as this mortgage is held by Wyoming Community Development Authority, Casper, Wyoming, the Mortgage 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 1-03A(3) 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 Mortgage Lender's prior written consent; or

(c) Borrower omits or misrepresnets a material fact in an applicaton 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 15th day of January, 1986.

Signature

LARRY A. HEGG
Printed

Julia D. Hegg
Signature

JULIA D. HEGG
Printed

WCDA MFP FORM #209A (5/84)

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 A. Hegg and Julia D. Hegg, husband and wife

and appears recorded in book X 45 of mortgages, beginning on page X 23 in the office of the County Clerk of ~~XXXXXX~~ Sublette County, Wyoming, and which covers property described as follows:

Lots 10, 11 and 12, Block 5, Townsite of Shelter Park,
Sublette County, Wyoming.

210326

RECORDED January 20 1986 8:25 A.M.
IN BOOK 45 Misc PAGE 27
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Mathews

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 15th day of January, 19 86.

By _____
Dale E. Barlage, Board Chairman

By _____
Stephen M. Walsh, Vice President

Attest _____

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh
the 15th day of January 1986.

Witness My hand and official seal.

My Commission expires: 11-10-87

*Doing business without a corporate seal.

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 120 W. Pearl St. Jackson, Wy 83001, 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 Six Hundred and No/100 ---------- Dollars to it in hand paid by The Wyoming Community Development Authority, Party of the Second Part, the receipt whereof is hereby acknowledged, has sold and by these presents does sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 15th day of January, in the year One Thousand Nine Hundred and Eighty Six, made by Larry A. Hegg and Julia D. Hegg, husband and wife in favor of Teton Mortgage Company, Inc. and conveying the following described property:

Lots 10, 11 and 12, Block 5, Townsite of Shelter Park,
Sublette County, Wyoming.

210327

RECORDED January 20 1986 8:24 A.M.
IN BOOK X-5 Mtg PAGE 28
FEES $4.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

and which said Mortgage was recorded in the office of the County Clerk and Ex-officio Register of Deeds in Said County of ~~Teton~~ Sublette on the X20th day of X January, in the year 19 86, in Book X-5 of Mortgages, at Page X 23, 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 15th day of January, 19 86.

First Wyoming Bank N.A. - Jackson Hole

By: Ona Lee Kelley
Ona Lee Kelley, Senior Vice President

ATTEST:
John M. Beck, Executive Secretary

THE STATE OF WYOMING)
) ss
COUNTY OF Teton)

On this 15th day of January, 19 86, 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 15th day of January, 19 86.

Marcia E. Jurekovic NOTARY PUBLIC
Teton County, Wyoming
Commission expires June 23, 1988

Marcia E. Jurekovic
Notary Public

My Commission Expires: 6-23-88

MEL - 101A (2 75)

MORTGAGE DEED—FORM NO. 4-A

THE MILLS COMPANY, SHERIDAN 15412

Second

AMENDED

MORTGAGE

THIS MORTGAGE, made this 26th **day of** November, **19** 85, **between**

DAVID STEINER PETRIE and CAROLYN PETRIE, Husband and Wife

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

LOUIS F. BARTO and JENNIE C. BARTO, 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----------

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($ 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.

210345

210078

RECORDED January 22 1986 8:00AM
IN BOOK 45 Misc PAGE 29
FEES $8.00 Lois J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

RECORDED December 31 19 85 8:00 A M
IN BOOK 44 Mortgage PAGE 716
FEES $8.00 Lois J. Yahn 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. the Mortgagee

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

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----------

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($ 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, 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
DAVID S. PETRIE

Carolyn Petrie
CAROLYN PETRIE

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of SWEETWATER } ss.

On this 26th day of ~~November~~ December, 1985, 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: 2/2/87

Notary Public

My Commission Expires:

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of SWEETWATER } ss.

On this 26th day of ~~November~~ December, 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: 2/2/87

Notary Public

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:

32

Released 9/8/92
Book 16 Rel page 64

MORTGAGE DEED—FORM NO. 4½ THE MILLS COMPANY, SHERIDAN 141 102

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KEN A. KONICEK and JULIE R. KONICEK, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Sixty-seven Thousand Seven Hundred Thirty-four and 13/100---- Dollars, due with interest from January 15, 1986 at the rate of 10% per cent per annum, payable monthly ~~quarterly~~ evidenced by one promissory note, of even date herewith, KEN A. KONICEK and JULIE R. KONICEK do hereby mortgage to HAROLD REACH and LEDA I. REACH, husband and wife, mortgagee, whose address is Pinedale, Wyoming the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot One (1), Block Three (3), Hennick Second 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 for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States Patents and to easements and rights of way of record or in use.

210392

RECORDED January 24 1986 11:00 AM
IN BOOK 45 PR4 PAGE 32
FEES $ 6.00 Lois J. Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLaurie

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 may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any 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 14th day of January A. D. 19 86.

In the presence of

K A Konicek
KEN A. KONICEK

Julie R. Konicek
JULIE R. KONICEK

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Ken A. Konicek and Julie R. Konicek, ,

this 14th day of January, 1986.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires:

Trudy Remmich
County of
Sublette
My Commission Expires

Notary Public
State of
Wyoming
June 10, 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, $ ...

Release: Book 13, Page 347
8-12-86

33

MORTGAGE

THIS MORTGAGE is made this 24th day of September 19 85, between the Mortgagor, Janice I. Hughes, Trustee of the Janice I. Hughes Trust (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A.-Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue, Big Piney, Wyoming (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and no/100 ($40,000) Dollars, which indebtedness is evidenced by Borrower's note dated September 24, 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 22, 1986;

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

Lot 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.

210397

RECORDED January 24 1986 3:30PM
IN BOOK 45 mtg PAGE 33
FEES $10.00 Lois G. Jake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Trustee

which has the address of _____ [Street] Marbleton [City]
Wyoming 83113 [State and Zip Code] (herein "Property Address");

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

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

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

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

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

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

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

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

Michael R. Hughes
Michael R. Hughes

Janice I. Hughes
Janice I. Hughes, as Trustee of the Janice I. Hughes Trust - Borrower

Janice I. Hughes
Janice I. Hughes, As An Individual - Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this January 24, 1986 by
[date]

Michael R. Hughes and Janice I. Hughes
[person acknowledging]

My Commission expires: 9/28/87

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

37 Released RK 13 Rls Pg 604

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 on the first day of each month, 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 the 7th day of January, 1986, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette 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.

This Mortgage corrects the legal description filed with the county of Sublette, Book 44 of Mortgages, Page 128 recorded July 25, 1985.

210398

RECORDED January 24, 1986 4:00 P.M.
IN BOOK 45 Misc. PAGE 37
FEES $ 10.00 Fern J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy M. Williams

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. 38

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 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—

(X) Vincenzo Tomassi Father

(X) Anthony Tomassi Father

THE STATE OF WYOMING }
COUNTY OF LINCOLN } ss:

On this 17th day of January 19 86, before me personally appeared Vincenzo and Anthony Tomassi 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 17th day of January , A. D. 19 86.

(Seal)

My commission [redacted] 2-7-88

[redacted] Notary [redacted]

"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., 263.8 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.

Grantor

Grantor

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT J. BING, a married man dealing in his sole and separate property,

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Fifteen Thousand Four Hundred and N0/100 ($15,400.00) Dollars, due 1/23/96 with interest from 1/23/86 at the rate of ten (10%) per cent per annum, payable monthly evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of $203.51 each, which include interest at the rate of 10% per annum; first said payment shall be be due 2/23/86 and on the 23rd day of each month thereafter until paid in full; do es hereby mortgage to IVAN G. SHEFFY and HELEN V. SHEFFY, a/k/a IVAN G. SHEFFEY and HELEN V. SHEFFEY, husband and wife mortgagee, whose address is 3270 Hidden Valley Drive Lake Havasu City, Arizona 86403 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Twenty Five (25), Half Moon Mountain Subdivision, Third Filing, located in T33N, R108W, of the 6th P.M., Sublette County, Wyoming as the same appears of record in the office of the Sublette County Clerk;
TOGETHER WITH all improvements and appurtenances thereunto appertaining, and all water and water rights, ditch and ditch rights, reservoir and reservoir rights;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; prior mineral reservations; and,
SUBJECT TO: Reservations and Restrictions Governing Half Moon Mountain Subdivision recorded July 3, 1973, in Book 29 of Miscellaneous, page 69.

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

This Mortgage is not assumable without the written consent of the mortgagees hereof. In the event of the mortgagor selling, transferring or contracting to sell any of his interest in the property described above, this Mortgage and the Note it secures shall become immediately due and payable.

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

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any 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 23 day of January A. D. 19 86.

In the presence of

210706

ROBERT J. BING

RECORDED this 24 day of Jan 1986 at 4:30 P M
IN BOOK 111 PAGE 40
FEES $10.00 Fran Clark COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dorothy McAllister

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Robert J. Bing,

,

this 23 day of January, 19 86.

Witness my hand and official seal.

Joseph E. Sellyei Notary Public
County of Sublette State of Wyoming
My Commission Expires: May 31, 1988

My Commission Expires:

Joseph E Sellyei
Signature
Notary Public
Title of Officer

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No.

Fees, $

THIS INSTRUMENT WAS PREPARED BY AND
WHEN RECORDED AND/OR FILED
RETURN TO:

Mayer, Brown & Platt
600 17th Street, #2800S
Denver, Colorado 80202
Attention: Herman F. Greene, Esq.

ASSIGNMENT OF PROMISSORY NOTE AND COLLATERAL SECURITY DOCUMENTS

between

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

and

BANK OF MONTREAL

Dated as of December 31, 1985

"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."

210414

FILED January 27 1986 8:22 AM
IN BOOK 45 Misc PAGE 42
FEES $ 7.50 Lois L. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

ASSIGNMENT OF PROMISSORY NOTE AND COLLATERAL SECURITY DOCUMENTS

THIS ASSIGNMENT OF PROMISSORY NOTE AND COLLATERAL SECURITY DOCUMENTS, dated as of December 31, 1985 (herein called this "Assignment"), is between Continental Illinois National Bank and Trust Company of Chicago, a national banking association (herein called the "Assignor"), and Bank of Montreal, a Canadian Chartered Bank (herein called the "Assignee").

W I T N E S S E T H:

WHEREAS, Canadian Cheyenne Petroleum Corp., a Wyoming corporation (herein called the "Borrower") and the Assignor have entered into a Secured Revolving Credit Agreement, dated as of January 15, 1981, as amended as of March 1, 1984 (herein called the "Loan Agreement"), pursuant to which the Assignor agreed to lend to the Borrower amounts not to exceed $10,000,000 at any time outstanding and the Borrower, to evidence its indebtedness to the Assignor under the Loan Agreement, has executed and delivered to the Assignor its promissory note, dated January 15, 1981 (herein called the "Note"), in the original principal amount of $10,000,000, to mature on April 30, 1986, the Note being payable to the order of the Assignor, 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;

WHEREAS, the obligations of the Borrower under the Loan Agreement and the Note are secured by (i) a Security Agreement, Undertaking and Financing Statement dated as of January 15, 1981 (herein called the "Security Agreement"), between the Borrower and the Assignor, by which the Borrower granted to the Assignor a security interest in all of its right, title and interest in, to and under that certain Energetics Capital Joint Venture Two Agreement, dated June 16, 1979, between MM&S Partners and Canadian Cheyenne Petroleum Corp., and (ii) a Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of March 1, 1984 (herein called the "Mortgage" and collectively with the Security Agreement, the "Security Documents"), from the Borrower to the Assignor, by which the Borrower conveyed and mortgaged certain oil and gas properties and interests described in Exhibit A hereto;

WHEREAS, the Security Documents and financing statements in connection therewith have been filed and recorded as set forth in Schedule I hereto;

WHEREAS, the Assignor 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 Loan Agreement, the Security Documents, and all other instruments or documents executed and delivered pursuant to the Loan Agreement or the Security Documents, for the purchase price of $500,000,

NOW, THEREFORE, for a purchase price of $500,000 and other good and valuable consideration, the receipt of which is 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 and under the Loan Agreement, the Note, the Security Documents, the collateral heretofore assigned to the Assignor under the Security Documents, and any and all instruments or documents executed and delivered in connection with any of the foregoing, together with all other rights of the Assignor to payment of the indebtedness evidenced by the Note, the Loan Agreement and the Security Documents (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 recourse, representation or warranty, express or implied, except that the Assignor hereby represents and warrants to the Assignee: (i) that the Assignor is the owner and holder of the Note and the indebtedness evidenced thereby; (ii) that the Assignor has not assigned, mortgaged or hypothecated the Note, any of the indebtedness evidenced thereby nor any of the liens, privileges, claims, demands or equities given in connection therewith to any other party, nor are there any participations in any of them outstanding; (iii) that the Assignor has full right and authority to transfer the Note, the indebtedness evidenced thereby, and

the liens, privileges, claims, demands and security interests securing payment of the same, and to execute this instrument; (iv) that the Loan Agreement, the Note and the Security Documents are in full force and effect and have not been amended or modified except as may be referenced in this Assignment; (v) that, to the best of the Assignor's knowledge, the Assignor is delivering to the Assignee, contemporaneously herewith, original counterparts or certified copies of all of the Security Documents, the Loan Agreement and the Note, endorsed in the case of the Note to the order of the Assignee as set forth in Schedule II hereto; and (vi) that as of the date hereof, the unpaid principal balance of the Note is $930,000, accrued and unpaid interest on the Note as of December 20, 1985 is $5,204.18, and interest continues to accrue on said unpaid principal balance from and after December 20, 1985 at a per diem rate of $273.90.

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 Loan Agreement, the Note and the Security Documents, and (ii) that except as otherwise specifically provided in Section 1 of this Assignment, the Assignor makes no representation or warranty (A) as to the genuineness, legality, validity, perfection, priority or enforceability of the Loan Agreement, the Note or the Security Documents, 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 Loan 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 Loan Agreement, or as to any risk of loss with respect to this transaction.

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 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 Security Documents and shall relate back to the lien priority accorded the original indebtedness the

payment of which is secured by the 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 any of the Security Documents.

SECTION 4. Reference is hereby 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, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Assignment by signing one or more counterparts hereof.

SECTION 6. 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 only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

SECTION 7. 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 and amendments to the Security Documents and the Loan Agreement as the Assignee shall reasonably request to effectuate the transfer and assignment herein described.

SECTION 8. P.E. Lynch and Elaine Ramsey, as trustees for the Assignor under one or more of the Security Documents, hereby join in the execution of this Assignment to evidence their consent to this Assignment.

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

ASSIGNOR-ORIGINAL SECURED PARTY:

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By J. O'Keefe
Title Sr. V.P.

Attest:

Title Banking Officer

Name and Mailing Address of the Assignor:

231 South LaSalle Street
Chicago, Illinois 60690
Attention: Petroleum and Minerals Group

ORIGINAL SECURED PARTY:

P. E. Lynch
P.E. Lynch, Trustee

ORIGINAL SECURED PARTY:

Elaine Ramsey
Elaine Ramsey, Trustee

Names and Mailing Address of the Trustees:

231 South LaSalle Street
Chicago, Illinois 60690

ASSIGNEE-NEW SECURED PARTY:

BANK OF MONTREAL

By (SIGNED) H. A. DETHMERS
Title COMMERCIAL ACCOUNT MANAGER

Attest: Jean Laurie

M. S. BOWIE
Title BANK OFFICER

Name and Mailing Address
of the Assignee:

This instrument was prepared by:

Herman F. Greene, Esq.
Mayer, Brown & Platt
600 Seventeenth Street
Suite 2800S
Denver, Colorado 80202

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BE IT REMEMBERED that I, IDA L. RUBENS, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 13th day of January, 1986, 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:

P.E. Lynch, Trustee, and Elaine Ramsey, Trustee, whose addresses are 231 South LaSalle Street, Chicago, Illinois 60690; and

James M. O'Keane, Senior Vice President, and Susan J. Henrikson, Banking Officer of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, whose address is 231 South LaSalle Street, Chicago, Illinois 60690.

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).

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.

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.

L. L. Gubers

Notary Public

Residing at CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

My commission expires:

My Commission Expires April 24, 1989

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CBANK/397

ACKNOWLEDGMENT

PROVINCE OF)
ALBERTA) SS.
CITY OF CALGARY)

BE IT REMEMBERED that I, JAMES H. COURTRIGHT, a Notary Public duly qualified, commissioned, sworn and acting in and for the Province aforesaid, hereby certify that, on this 9th day of January, 1986, there appeared before me severally each of the following persons, each being the designated officer of the Bank of Montreal, said Bank of Montreal being a party to the foregoing instrument:

HENRY A. DETHMERS, Commercial Account Manager, and M. JEAN BOWIE, Bank Officer, of Bank of Montreal, a Canadian chartered bank, [which may cause documents to be executed without corporate seal] whose address is Commercial Banking Unit 3rd Floor, F.C.C. 340-7th Avenue S.W., Calgary, Alberta, Canada T2P 0X4.

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

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

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

MONTANA and NORTH DAKOTA — Before me personally appeared each such person, each of whom is known to me to be the officer of the bank described in and that executed the within instrument, and acknowledged to me that such bank 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 bank set opposite their names on behalf of said bank.

OKLAHOMA

Before me on this day personally appeared the aforementioned persons, to me known to be the identical persons who subscribed the name of the respective maker 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 bank set opposite his name for the uses and purposes therein set forth.

TEXAS

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

JAMES H. COURTRIGHT
Notary Public
Residing at Calgary, Alberta

My commission expires
at the pleasure of the
Lieutenant Govenor of
the Province of Alberta.

CONSENT OF THE BORROWER

By its signature hereon, the Borrower hereby (i) consents to the above-described transfer and assignment, (ii) represents and warrants to the Assignee that as of the date hereof the unpaid principal balance of the Note is $930,000, accrued and unpaid interest on the Note as of December 20, 1985 is $5,204.18, and interest continues to accrue on said unpaid principal balance from and after December 20, 1985 at a per diem rate of $273.90, and that the Loan Agreement, the Note and the Security Documents are in full force and effect as of the date hereof, (iii) confirms and ratifies the Loan Agreement, the Note and the Security Documents in each and every respect, (iv) agrees to execute and deliver to the Assignee upon its request all amendments and supplements to, and all renewals, extensions and replacements of, the Note, the Loan Agreement and the Security Documents and any and all other instruments and documents as the Assignee in its sole discretion shall deem necessary or appropriate to complete the transactions described herein, all such instruments and documents to be in form and substance satisfactory to the Assignee, and (v) agrees to pay to the Assignor on the date hereof all accrued and unpaid interest on the Note as of the date hereof.

CANADIAN CHEYENNE PETROLEUM CORP.

By _____

Title R.J. CAINE, PRESIDENT

CANADIAN CHEYENNE PETROLEUM CORP. CORPORATE SEAL CANADA

SCHEDULE I

A. Security Agreement, Undertaking and Financing Statement dated as of January 15, 1981

	JURISDICTION	DATE RECORDED	RECORDING & FILING DATA
1.	Morgan County, Colorado - UCC Records	5/3/82 8:30 A.M.	No. 45330
2.	Commanche County, Kansas - UCC Records	5/3/82 1:00 P.M.	No. 8456
3.	Covington County, Mississippi - UCC Records	5/18/82 11:45 A.M.	File #82-1687
4.	Simpson County, Mississippi - UCC Records	5/3/82 11:30 A.M.	File #82-444
5.	Cheyenne County, Nebraska - UCC Records	5/3/82 9:20 A.M.	No. 186-61
6.	Deuel County, Nebraska - UCC Records	5/3/82 2:15 P.M.	No. 13200
7.	Garden County, Nebraska - UCC Records	5/18/82 12:30 P.M.	No. 43992
8.	MacKenzie County, North Dakota - UCC Records	5/3/82 2:15 P.M.	No. 13773
9.	Williams County North Dakota - UCC Records	5/4/82 9:08 A.M.	No. 31847
10.	Custer County, Oklahoma - UCC Records	5/4/82 8:36 A.M.	No. 1370
11.	Fayette County, Texas - UCC Records	5/3/82 1:30 P.M.	No. 16067
12.	Gonzales County, Texas - UCC Records	5/5/82 10:00 A.M.	No. 14458
13.	Bastrop County, Texas - UCC Records	5/4/82 9:00 A.M.	No. 616
14.	Sublette County, Wyoming - UCC Records	5/4/82 8:00 A.M.	No. 190797 U 17783
15.	Weston County, Wyoming - UCC Records	5/4/82 10:35 A.M.	Reception No. 474734 No. 29954

B. Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of March 1, 1984

JURISDICTION	DATE/TIME	FILING DATA
Kansas Secretary of State - UCC Records	3-12-84 2:25 p.m.	No. 791934
Comanche County, Kansas: 1. UCC Records	3-21-84 9:00 a.m.	No. 9243
2. Real Estate Records	3-21-84 9:00 a.m.	Volume 67 Page 285
Nebraska Secretary of State - UCC Records	3-19-84 9:52 a.m.	No. 106608
Cheyenne County, Nebraska: 1. UCC Records	3-14-84 9:00 a.m.	No. 203 95
2. Real Estate Records	3-14-84 9:00 a.m.	Book 161 Page 499 No. 18363
North Dakota Secretary of State - UCC Records	3-13-84 4:45 p.m.	No. 134,605
McKenzie County, North Dakota: 1. UCC Records	3-15-84 3:35 p.m.	No: 15783
2. Real Estate Records	3-15-83 3:30 p.m.	Microfilm Document No. 260054
Williams County, North Dakota: 1. UCC Records	3-15-84 9:00 a.m.	No. 37553
2. Real Estate Records	3-15-84 8:59 a.m.	Microfilm Document No. 460696
Oklahoma County Clerk - UCC Records	3-12-84 10:52 a.m. (Re-recorded) 4-20-84 2:34 p.m.	No. N001676 No. N002624
Custer County, Oklahoma: 1. UCC Records	4-20-84 9:13 a.m.	No. 995
2. Real Estate Records	4-20-84 9:12 a.m.	Book 600 Page 658-699 No. 4622

JURISDICTION	DATE/TIME	FILING DATA
Texas Secretary of State - UCC Records	3-13-84 8:00 a.m.	No. 064101
Gonzales County, Texas: 1. UCC Records	3-14-84 2:20 p.m.	No. 016022
2. Deed of Trust Records	3-14-84 2:20 p.m.	Volume 166 Page 1 No. 138629
Fayette County, Texas: 1. UCC Records	3-14-84 11:30 a.m.	No. 18218
2. Deed of Trust Records	3-14-84 11:30 a.m.	Volume 654 Page 249
Wyoming Secretary of State - UCC Records	3-12-84 10:00 a.m.	No. 214632
Sublette County, Wyoming: 1. UCC Records	3-14-84 3:00 p.m.	No. U-19585 Reception Book No. 200336
2. Real Estate Records	3-14-84 3:00 p.m.	Book 41 Mtg. Page 337 Reception Book No. 200337
Sweetwater County, Wyoming: 1. UCC Records	3-16-84 9:00 a.m.	No. U129202 Reception Book No. 920757
2. Real Estate Records	3-16-84 9:00 a.m.	Book 749 Page 1021-65 Reception Book No. 920756

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
79-7-25	47	665	Clark. C. Yost, et ux	Richard A. Bassham	T31S, R17W 6PM Commanche County, KS Sec. 9: S/2	320	BPO=5.607 APO=5.607	BPO=4.37346 APO=4.37346	Yost #23-9 (KS-310)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-10-22	58	129	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T31S, R17W 6PM Commanche County, KS Sec. 9: S/2	320	5.607	4.37346	Yost #23-9 (KS-310) Lease #11196

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
79-7-26	47	663	Clark. C. Yost, et ux	Richard A. Bassham	T31S, R17W Commanche County, KS Sec. 15: NW/4 Sec. 16: NE/4	320	5.607	4.37346	Yost #31-16 (KS-310)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-10-22	58	129	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T31S, R17W 6PM Commanche County, KS Sec. 15: NW/4 Sec. 16: NE/4	320	5.607	4.37346	Yost #31-16 (KS-310) Lease #11195

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
79-12-17	193	80	Harold William Hyde, et ux	Energetics, Inc.	T16N, R47W Cheyenne/Brown County, NB Sec. 5: All	633.8	5.607	BPO=4.793985 APO=4.793985	Hyde #21-5 (NB-318)

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ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
81-9-30	205	743-749	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T16N, R47W Cheyenne County Sec. 5: Lots 1,2,3,4 S/2 NE/4, S/2 NW/4, S/2	?	5.607	4.793985	Hyde #21-5 (NB-318) Lease #11216

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE		LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
80-1-8	193	169	(A)	J-Con Inc. Lease #11217A	Energetics, Inc.	T15N, R48W Cheyenne County Sec. 3: SW/4	160	BPO=5.607 APO=5.607	BPO=4.793985 APO=4.793985	J-Con #24-3 (NB-319)
79-12-18	192	684	(B)	Fred Frerichs, et ux Lease #11217B	Energetics, Inc.	Sec. 3: SW/4	160			
79-12-19	193	378	(C)	Annette B. Jurgens Mitze Lease #11217C	Energetics, Inc.	Sec. 3: SW/4	160			

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-7-28	208	501	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T15N, R48W Cheyenne County Sec. 3: SW/4	160	BPO=5.607 APO=5.607	BPO=4.793985 APO=4.793985	J-Con #24-3 (NB-319) Lease #11217A 11217B 11217C

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
78-3-28	183	12	John E. Jurgens, et ux	Thomas H. Connelly	T16N, R48W Cheyenne County Sec. 33: S/2	320	APO = 5.607 BPO = 5.607	BPO=4.793985 APO=4.793985	Jurgens #24-33 (NB-316)
78-9-13	186	6	Thomas H. Connelly	Lynco Oil Corporation	Sec. 33: S/2	320			
78-9-15	(i) 13 (Oil & Gas Register) (ii) 48 (Miscellaneous)	288 107	Lynco Oil Corporation (50% of Lynco interest)	Energetics, Inc.	Sec. 33: S/2	320			
79-11-19	(i) 48 (Miscellaneous) (ii)22 (Oil & Gas Register) (iii)193	385 469 385	Lynco Oil Corporation (50% of Lynco interest)	Energetics, Inc.	Sec. 33: S/2	320			

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	ASSIGNMENT RECORDED PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
81-9-30	205	738	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T16N, R48W Cheyenne County Sec. 33: SE/4 (drillsite)	160	5.607	4.793985	Jurgens #24-33 (NB-316) Lease #11214
81-9-30	205	743	Energetics, Inc.	Darrel P. Eckstrom,	Sec. 33: SW/4				

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
78-9-18	229	371	George E. Tank, Jr. et ux	Petro-Lewis Funds, Inc.	T151N, R96W McKenzie County Sec. 22: NW/4, NW/4 SW/4	200	BPO=3.8548 APO=3.8548	BPO=3.08604 APO=3.08604	Tank #22-22 (ND-284)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
81-11-17 (a)	289	609	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T151N, R96W McKenzie County Sec. 22: NW/4, NW/4 SW/4	200	BPO=3.8548 APO=3.8548	BPO=3.08604 APO=3.08604	Tank #22-22 (ND-284) Lease #11245
(b)	289	611							

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Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
79-4-16	241	491	George T. Hove	Energetics, Inc. (Lang & Martin)	T158N, R95W Williams County Sec. 15: SE/4 SE/4	40	BPO=5.4493 APO=5.4318	BPO=4.6134251 APO=4.5959097	Hove #44-15 (ND-280)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	ASSIGNMENT RECORDED PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
81-1-517	443	181	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T158N, R95W Williams County Sec. 15: SE/4 SE/4	40	BPO=5.4493 APO=5.4318	BPO=4.6134251 APO=4.5959097	Hove #44-15 (ND-280)

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

[redacted]SE ED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
/3/81	453	483	Opal F. Jackson	Arnold Petroleum, Inc.	T14N-R17W Sec. 14: NW/4				Barquis/Rayner #14A (OIC-458)
2/3/80	451	101	Albert W. Wood, et ux	Arnold Petroleum, Inc.	T14N-R17W Sec. 14: NW/4 Custer County, OK				

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
80-8-26	470	212	Henry Christian et ux	Energetics, Inc.	ABSTRACT 25 Lot 1, Block 7 Range 3 Gonzales County Town of Gonzales Survey	195	BPO= 5.607 APO=4.9061	Well-BPO & APO 4.345178 *Lease - APO 3.775037	Christian #1 (TX-351)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-6-928	525	663	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	ABSTRACT 25 Lot 1, Block 7 Range 3 Gonzales County Town of Gonzales Survey	195	BPO=5.607 APO=4.9061	Well- BPO & APO 4.345178 *Lease - APO 3.775037	Christian #1 (TX-351) Lease #12511, #12637

* Lease has paid out therefore Canadian Cheyenne interest is now = APO (Lease) 3.775037 effective September 1, 1983.

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
80-8-26	470	212	Henry Christian et ux	Energetics, Inc.	ABSTRACT 25 Lot 1, Block 6 Gonzales County Town of Gonzales Survey	862	BPO=5.607 APO=4.906	Well-BPO & APO 4.3573 * Lease-APO 3.7871	Christian #4 (TX-351)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-7-6	527	297	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	ABSTRACT 25 Lot 1, Block 6 Gonzales County Town of Gonzales Survey	862	BPO=5.607 APO=4.906	Well-BPO & APO 4.3573 * Lease-APO 3.7871	Christian #4 (TX-351) Lease #12511, #12637

* Lease has paid out therefore Canadian Cheyenne interest is now = APO (Lease) 3.7871% effective September 1, 1983.

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
76-6-25	121	167	Jerry Jackson et ux	Hellen Reasoner	ABSTRACT 232 Fayette County J.P. McFarland League	20.10	BPO=5.607 APO=5.607	BPO=4.2638 APO=4.06800	C. L. Fleck #1 (TX-186)

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ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-6-12 (effective 80-4-1)	186	405	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	ABSTRACT 232 Fayette County J.P. McFarland League	20.10	BPO=5.607 APO=5.607	BPO=4.2638 APO=4.06800	C. L. Fleck #1 (TX-186) Lease #12258, #13214

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
76-7-23	121	593	Mary Lou Hitt	Hellen Reasoner	Reubin Fisher Survey A-181 Fayette County Reubin Fisher League	173.6	BPO=5.607 APO=5.607	BPO=4.31739 APO=4.31739	Hitt Shepard #1 (TX-186)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-6-12 (effective 80-4-1)	186	405	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	Reubin Fisher Survey A-181 Fayette County Reubin Fisher League	173.6	BPO=5.607 APO=5.607	BPO=4.31739 APO=4.31739	Hitt Shepard #1 (TX-186) Lease #12261

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Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
76-6-1	121	308	John L. Shepard et ux	Hellen Reasoner	ABSTRACT 140 Fayette County David Berry Survey	40	RPO=5.607 APO=5.607	RPO=4.31739 APO=4.31739	J. L. Shepard #1 (TX-186)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-6-12 (effective 80-4-1)	186	405	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	ABSTRACT 140 Fayette County David Berry Survey	40	RPO=5.607 APO=5.607	RPO=4.31739 APO=4.31739	J. L. Shepard #1 (TX-186) Lease #12261

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
76-6-1	121	308	John L. Shepard et ux	Hellen Reasoner	ABSTRACT 40 Fayette County David Berry Survey	280	BPO=5.607 APO=5.607	BPO=4.31739 APO=4.31739	J. L. Shepard #2 (TX-186)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-6-12 (effective 80-4-1)	186	405	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	ABSTRACT 40 Fayette County David Berry Survey	280	BPO=5.607 APO=5.607	BPO=4.31739 APO=4.31739	J. L. Shepard #2 (TX-186) Lease #12261

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
76-5-20	121	345	John Thornton Wilson et ux	Hellen Reasoner	ABSTRACT 115 Fayette County Montraville Woods League	87.03 (drillsite)	BPO=5.607 APO=5.607	BPO=4.31739 APO=4.31739	J. T. Wilson #1 (TX-186)

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ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-5-17	188	402	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	ABSTRACT 115 Fayette County Montraville Woods League	87.03 (drillsite)	BPO=5.607 APO=5.607	BPO=4.31739 APO=4.31739	J. T. Wilson #1 (TX-186) Lease #12253

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
74-6-5	121	316	Melba F. Young	Hellen Reasoner	ABSTRACT 317 Fayette County Christian Wertzner 1/3 League (Metes & Bounds)	75.13 (drillsite)	RPO=5.607 APO=5.607	RPO=4.31739 APO=4.31739	M. F. Young #1 (TX-186)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-5-17 (effective 80-7-25)	183	540	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	ABSTRACT 317 Fayette County Christian Wertzner 1/3 League (Metes & Bounds)	75.13 (drillsite)	BPO=5.607 APO=5.607	BPO=4.31739 APO=4.31739	M. F. Young #1 (TX-186) Lease #12264

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
(a) 81-10-21	173	113	Will C. Moore et ux	Energetics, Inc.	ABSTRACT 115 Fayette County Montraville Woods League (Metes & Bounds)	39.03	BPO=5.607 APO=5.607	BPO=4.093110 APO=4.093110	W. C. Moore #1 (TX-186)
(b) 81-11-30 (amendment to lease description was 36.7 acres amended to 39.03 acres)	175	354	Will C. Moore	Energetics, Inc.					

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-9-3	190	125	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	ABSTRACT 115 Fayette County Montraville Woods League (Metes & Bounds)	39.03	BPO=5.607 APO=5.607	BPO=4.093110 APO=4.093110	W. C. Moore #1 (TX-186) Lease #12958, #12856

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
79-7-1	708	1493	Federal (U.S.A.) W-68116	Frederick E. Fitzhugh	T26N, R111W Sweetwater County Sec. 4: SW/4	160	BPO=5.607 APO=5.607	BPO=4.513630 APO=4.513630	Federal #30-4 (WY-305)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
81-9-17 (effective 79-7-1)	746	822 - 826	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T26N, R111W Sweetwater County Sec. 4: SW/4	160	BPO=5.607 APO=5.607	BPO=4.513630 APO=4.513630	Federal #30-4 (WY-305) Lease #11186

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Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
79-7-1 (effective)	59 (Oil & Gas Records) (recorded 80-4-3)	7	Federal (U.S.A.) W-68117	Ole M. Hanson	T27N, R111W Sublette County Sec. 20: NW/4	160	BPO=5.607 APO=5.607	BPO=4.51363 APO=4.51363	Federal #10-20 (WY-293)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
81-9-17 (effective 79-7-1)	69	510	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T27N, R111W Sublette County Sec. 20: NW/4	160	BPO=5.607 APO=5.607	BPO=4.51363 APO=4.51363	Federal #10-20 (WY-293) Lease #11109

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
79-7-1 (effective)	59 (Oil & Gas Records) (recorded 80-4-3)	7	Federal (U.S.A.) W-68117	Ole M. Hanson	T27N, R111W Sublette County Sec. 20: SE/4	160	BPO=5.607 APO=4.48560	BPO=4.376654 APO=3.532410	Federal #40-20 (WY-293)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
81-9-17 (effective 79-7-1)	69	510	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T27N, R111W Sublette County Sec. 20: SE/4	160	BPO=5.607 APO=4.48560	BPO=4.376654 APO=3.532410	Federal #40-20 (WY-293) Lease #11109

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
78-5-1	68 (Oil & Gas Records)	347	Federal (U.S.A.) W-62791	Robert W. Myers	T28N, R111W Sublette County Sec. 31: SW/4	133.35	BPO=5.607 APO=5.607	BPO=4.513635 APO=4.513635	Federal #30-31 (WY-322)

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ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-10-28	68 (Oil & Gas Records)	232	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T28N, R111W Sublette County Sec. 31: SW/4	133.35	BPO=5.607 APO=5.607	BPO=4.513635 APO=4.513635	Federal #30-31 (WY-322) Lease #11221

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
76-06-05	121	312	F. Clyde Young et ux	Helen Reasoner	ABSTRACT 67 Joseph McAllister 1/4 League ABSTRACT 10 Jesse Bartlett League Fayette County, Texas	164.70	BPO= 5.607 APO= 5.607	BPO=4.31739 APO=4.31739	F. C. Young #1 (TX-186)

ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-05-12 (effective) 80-04-01	125	539	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	ARSTRCT 67 Joseph McAllister 1/4 League ARSTRACT 10 Jesse Bartlett League Fayette County, Texas	164.70	BPO=5.607 APO=5.607	BPO=4.31739 APO=4.31739	F. C. Young #1 (TX-186) Lease #12264

SUBORDINATION OF LIEN

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, ITR PETROLEUM (DELAWARE), INC., is the present owner of rights, title, and privileges under that certain Oil, Gas and Mineral Lease dated October 13, 1972, executed by the State of Wyoming, as Lessor, and recorded in Volume 69 at Page 226, of the Real Property Records of Sublette County, Wyoming, reference to said Lease and to the record thereof being here made for all purposes; and,

WHEREAS TERRA RESOURCES, INC. has obtained rights under that certain farmout agreement, dated September 27, 1985, as amended, covering the South one-half of Section 16, Township 27 North, Range 111 West, Sublette County, Wyoming; and,

WHEREAS said farmout allows TERRA RESOURCES, INC. to earn acreage as set forth therein; and,

WHEREAS the aforementioned lease covers acreage described in the farmout; and,

WHEREAS the undersigned is the legal and equitable owner and holder of certain indebtedness secured by a lien against the land described herein, or a portion of said land, which lien was created and exists by virtue of that certain Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated August 1, 1983. The instrument creating said lien is made a part hereof and is recorded in Volume 40, at Page 462, of the Deed of Trust Records of said Sublette County, Wyoming, to which reference is here made; and,

WHEREAS, the aforementioned Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement has been acquired through mesne conveyances by the undersigned; and

WHEREAS, the undersigned has agreed to subordinate the aforesaid indebtedness and lien to the above referenced Oil, Gas and Mineral Lease and rights thereunder;

NOW, THEREFORE, in pursuance of their agreement and for a valuable consideration in hand paid to the undersigned by TERRA RESOURCES, INC., the receipt whereof is hereby acknowledged, the undersigned, does hereby convenant, consent and agree with TERRA RESOURCES, INC., that the aforesaid indebtedness and lien held by the undersigned are and shall continue to be subject and subordinate to the Oil, Gas and Mineral Lease insofar as the SW/4 of Section 16, Township 27 North, Range 111 West, Sublette County, Wyoming and to the extent that TERRA RESOURCES, INC. earns acreage under the Farmout attached hereto. This agreement shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

This agreement and subordination shall in no way affect or impair the rights of the undersigned or its successors, legal representatives or assigns, to hold, foreclose or sell under said lien in any manner prescribed by contract or law, all of the lands, hereditaments and appurtenances and estates therein, save and except the rights, titles, estates and privileges of the said TERRA RESOURCES, INC. under the aforesaid Oil, Gas and Mineral Lease and any extensions therof; and any renewals or extensions of said lien and any foreclosures or sales of said lands or any part thereof under the aforesaid liens shall except and be subject to said Oil, Gas and Mineral Lease and rights thereunder.

EXECUTED this 11 day of October, 19 85.

210469

RECORDED January 30 1986 8:00 AM
IN BOOK 45 Misc PAGE 80
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

ITR PETROLEUM, INC.
a Nevada corporation

By: Alan B. Nicol
Alan B. Nicol, Vice President

This acknowledgement page is attached to and made a part of that certain Subordination of Lien dated October 11, 1985, by and between ITR PETROLEUM, INC., a Nevada corporation, and TERRA RESOURCES, INC.

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 11 day of October, 1985, by Alan B. Nicol, as Vice President, for ITR PETROLEUM, INC., a Nevada corporation.

Witness my hand and official seal.

My commission expires:

My Commission Expires Sept. 9, 1989
1600 Stout St., #800, Denver, CO 80202

Notary Public



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Cl'd Rc. 152 p. 82

MORTGAGE DEED—FORM NO. 4½ THE MILES COMPANY, SHERIDAN (4) 1105

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT E. PENTON and DARLENE R. PENTON, husband and wife,

mortgagor S, of Box 304, Pinedale Sublette County, State of Wyoming, to secure the payment of Fifty-Four Thousand and N0/100 ($54,000.00) Dollars, due 2/10/96 with interest from 1/27/86 at the rate of sixteen (16%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of $904.58 each; which include interest at the rate of 16% per annum; first said payment due on 3/10/86 and payable on the 10th day of each month thereafter until apid in full; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots One (1), Two (2), Three (3), Four (4) and Five (5), Block One (1), Jones Addition to the Town of Pinedale, 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 prior mineral reservations of record.

210477

RECORDED January 30 1986 2:00 P M
IN BOOK 145 Misc PAGE 82
FEES $ 6.00 Laura J. Gale 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 27 day of January A. D. 19 86.

In the presence of

Robert E. Penton
ROBERT E. PENTON

Darlene R. Penton
DARLENE R. PENTON

[redacted] [redacted] [redacted]

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Robert E. Penton and Darlene R. Penton,

this 30 day of January, 19 86.

Witness my hand and official seal.

Lynn Alexander
Signature

Notary Public
Title of Officer

My Commission Expires: 1/2/90

LYNN ALEXANDER 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, $

Sublette County Wyoming
Real Estate Records
BOOK 145 PAGE 52

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

FROM

CANADIAN CHEYENNE PETROLEUM CORP.

TO

MARTIN van den HAM, Trustee

AND

HENRY A. DETHMERS, Trustee

AND

BANK OF MONTREAL

Dated as of December 31, 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 WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDERS OF COMANCHE COUNTY, KANSAS; CHEYENNE AND BROWN COUNTIES, NEBRASKA; MCKENZIE AND WILLIAMS COUNTIES, NORTH DAKOTA; CUSTER COUNTY, OKLAHOMA; GONZALES AND FAYETTE COUNTIES, TEXAS; AND SUBLETTE COUNTY, WYOMING."

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

"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."

"THE SECURED PARTIES ARE NOT A SELLER OR PURCHASE MONEY LENDER OF THE COLLATERAL."

THIS INSTRUMENT WAS PREPARED BY AND
WHEN RECORDED AND/OR FILED
RETURN TO:

Herman F. Greene, Esq.
MAYER, BROWN & PLATT
600 17th Street, Suite 2800S
Denver, Colorado 80202

210490

RECORDED January 31 19 86 8:00 AM
IN BOOK 145 Misc PAGE 84
FEES $52.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

THIS AMENDMENT AND RESTATEMENT OF MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated as of December 31, 1985, is from CANADIAN CHEYENNE PETROLEUM CORP., a Wyoming corporation (herein called the "Mortgagor"), to MARTIN van den HAM and HENRY A. DETHMERS, of Calgary, Alberta, Canada, as Trustees (herein collectively called the "Trustees"), and BANK OF MONTREAL, a Canadian Chartered Bank (herein called the "Bank").

R E C I T A L S:

1. The Mortgagor and Continental Illinois National Bank and Trust Company of Chicago, a national banking association (the "Original Bank"), have entered into a Secured Revolving Credit Agreement, dated as of January 15, 1981, as amended as of March 1, 1984 (herein called the "Original Loan Agreement"), pursuant to which the Original Bank agreed to lend to the Mortgagor amounts not to exceed $10,000,000 at any time outstanding and the Mortgagor, to evidence its indebtedness to the Original Bank under the Original Loan Agreement, has executed and delivered to the Bank its promissory note, dated January 15, 1981 (herein called the "Original Note"), in the original principal amount of $10,000,000, to mature on April 30, 1986, the Original Note being payable to the order of the Original Bank, bearing interest at the rates provided for therein, and containing provisions for payment of attorneys fees and acceleration of maturity in the event of default, as therein set forth.

2. The obligations of the Mortgagor under the Original Loan Agreement and the Original Note were secured by, among other things, a Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of March 1, 1984 (herein called the "Original Mortgage"), from the Mortgagor to the Original Bank and P. E. Lynch and Elaine Ramsey as trustees for the Original Bank, by which the Mortgagor conveyed and mortgaged certain oil and gas properties and interests described in Exhibit A hereto.

3. The Original Mortgage has been filed and recorded as set forth in Schedule I hereto.

4. Pursuant to an Assignment of Promissory Note and Collateral Security Documents, dated as of December 31, 1985 (the "Assignment"), between the Original Bank and the Bank, the Original Bank has transferred, set over, delivered, assigned, granted, bargained, sold and conveyed to the Bank, and the Bank has purchased all of the Original Bank's right, title and interest in, to and under the Original Loan Agreement, the Original Note, the Original Mortgage and all other instruments or documents executed and delivered pursuant thereto or in connection therewith.

5. The Mortgagor has executed and delivered to the Bank its demand promissory note, dated as of December 31, 1985 (herein called the "Loan Note"), in the original principal amount of $500,000, the Loan Note being payable to the order of the Bank, bearing interest at the rate provided for therein, and containing provisions for payment of attorneys' fees as therein set forth. The Loan Note, is an amendment and restatement of, and a replacement for, the Original Loan Agreement and is an extension and renewal of the indebtedness evidenced by, and a replacement and substitution for, the Original Note.

6. The Mortgagor and the Bank desire to amend and restate the Original Mortgage in its entirety.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter contained, the parties hereto (i) agree that the Original Mortgage is hereby amended and restated in its entirety by this instrument and reaffirmed as of the date hereof, to the effect that the lien and security interest created by the Original Mortgage, as amended and restated hereby, shall continue against and in the properties and interests described in Exhibit A attached hereto and made a part hereof, without any release or termination whatsoever, as collateral security for the Indebtedness (as hereinafter defined), and (ii) further agree as follows:

ARTICLE I

Additional Definitions; Granting Provisions

1.1 Additional Definitions. For all purposes of this instrument, unless the context otherwise requires:

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

B. "Hydrocarbons" shall mean oil, gas and other liquid or gaseous hydrocarbons.

C. "Production Sale Contracts" shall mean contracts now in effect, or hereafter entered into by the Mortgagor, or the Mortgagor's predecessors in interest, for the sale, purchase, exchange or processing of Hydrocarbons produced from the lands described in Exhibit A attached hereto and made a part hereof.

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

E. "Operating Equipment" shall mean all surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature (excluding drilling rigs, trucks, automotive equipment or other property taken to the premises to drill a well or for other similar temporary uses) now or hereafter located on or under any of the lands described in Exhibit A which are useful for the production, treatment, storage or transportation of Hydrocarbons, including, but not by way of limitation, all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering, treating and compression), chemicals, solutions, water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading docks, loading racks and shipping facilities.

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

G. "Indebtedness", "Note" and "Notes" shall have the respective meanings set forth in Section 2.2 hereof.

1.2 Granting Provisions. The Mortgagor, for and in consideration of the premises and of the debts and trusts hereinafter mentioned, has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustees, in trust, with power of sale, for the use and benefit of the Bank, all the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to all of the hereinafter described properties, rights and interests; and, insofar as such properties, rights and interests consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (as in effect in the appropriate jurisdiction with respect to each of said properties, rights and interests), the Mortgagor hereby grants to said Trustees, for the use and benefit of the Bank, a security interest therein; namely:

(a) the lands described in Exhibit A, and the oil and gas leases, the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit A,

(b) the presently existing and (subject to the terms of Section 3.7 hereof) hereafter arising unitization and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A,

(c) the Hydrocarbons which are in, under, upon, produced or to be produced from the lands described in Exhibit A,

(d) the Production Sale Contracts, and

(e) the Operating Equipment,

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 accounts, contracts, contract rights, operating agreements, farmout agreements, title opinions, title abstracts, title materials and information, records, logs, maps, seismic and geophysical and geological data and information, computer hardware and software, rights-of-way, franchises, easements, surface leases, permits, licenses, tenements, hereditaments, appurtenances, general intangibles, rents, issues, profits, products and proceeds, whether now or hereafter existing or arising, relating to, or arising from or in connection with, any of the aforesaid in this granting clause referenced, and all other things of value and incident thereto which the Mortgagor might at any time have or be entitled to,

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

Subject, however, to (i) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific descriptions of such properties and interests in Exhibit A (including all presently existing royalties, payments out of production and other burdens which are referred to in Exhibit A and which are taken into consideration in computing the decimal or fractional interest as set forth in Exhibit A), (ii) the assignment of production contained in Article IV hereof, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 4.5 hereof, and (iii) the condition that neither the Trustees nor the Bank shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Mortgaged Property.

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

ARTICLE II

Indebtedness Secured

2.1 Items of Indebtedness Secured. The following items of indebtedness are secured hereby:

(a) The Loan Note;

(b) Any promissory notes evidencing additional loans which the Bank may from time to time make to the Mortgagor, the Bank not being obligated, however, to make such additional loans;

(c) Any sums advanced or expenses or costs incurred by the Trustees or the Bank (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms hereof, plus interest thereon at the rate herein specified or otherwise agreed upon, from the date of the advances or the incurring of such expenses or costs until reimbursed;

(d) Any and all other indebtedness of the Mortgagor to the Bank now or hereafter owing, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, regardless of how evidenced or arising; and

(e) Any extensions or renewals of all such indebtedness described in subparagraphs (a) through (d) above, whether or not the Mortgagor executes any extension agreements or renewal instruments.

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

ARTICLE III

Particular Covenants and Warranties
of the Mortgagor

3.1 Payment of the Indebtedness. The Mortgagor will duly and punctually pay the Indebtedness, including each and every obligation owing on account of the Notes and the Mortgagee acknowledges that the Loan Note is an amendment and restatement of, and a replacement for the Original Loan Agreement and is an extention and renewal of the indebtedness evidenced by, and a replacement and substitution for, the Original Note.

3.2 Warranties. The Mortgagor represents and warrants that (a) the oil and gas leases described in Exhibit A hereto are valid, subsisting leases, superior and paramount to all other oil and gas leases respecting the properties to which they pertain, (b) all producing wells located on the lands described in Exhibit A have been drilled, operated and produced in conformity with all applicable laws, rules and regulations of all authorities having jurisdiction, and are subject to no penalties on account of past production, and such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands described in Exhibit A, (c) the Mortgagor, to the extent of the interest specified in Exhibit A, has valid and indefeasible title to each property right or interest constituting the Mortgaged Property and has a good and legal right to grant and convey the same to the Trustees, it being understood that the Mortgagor's interest in each oil and gas lease shall exceed the Mortgagor's net interest in production from such lease to the extent of the Mortgagor's proportionate share of the burden of all royalties, overriding royalties and other such payments out of production, (d) 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 3.5(e) hereof, and (e) the Mortgagor is not obligated, by virtue of any prepayment under any contract providing for the sale by the Mortgagor of Hydrocarbons which contains a "take or pay" clause or under any similar arrangement, to deliver Hydrocarbons at some future time without then or thereafter receiving full payment therefor. The Mortgagor will warrant and forever defend the Mortgaged Property unto the Trustees against every person whomsoever lawfully claiming the same or any part thereof, and the Mortgagor will maintain and preserve the lien and security interest hereby created so long as any of the Indebtedness remains unpaid.

3.3 Further Assurances. The Mortgagor will execute and deliver such other and further instruments and will do such other and further acts as in the opinion of the Trustees may be necessary or desirable to carry out more effectually the purposes of this instrument, including, without limiting the generality of the foregoing, (a) prompt correction of any defect which may hereafter be discovered in the title to the Mortgaged Property or in the execution and acknowledgment of this instrument, any Note, or any other document executed in connection herewith, and (b) prompt execution and delivery of all notices to parties producing, purchasing or receiving proceeds of production from the Mortgaged Property, and all division orders or transfer orders, any of which, in the opinion of the Bank, is needed to transfer effectively to the Bank the assigned proceeds of production from the Mortgaged Property.

3.4 Taxes. Subject to the Mortgagor's right to contest the same, the Mortgagor will promptly pay all taxes, assessments and governmental charges legally imposed upon this instrument or upon the Mortgaged Property, or upon the interest of the Trustees or the Bank therein, or upon the income and profits thereof.

3.5 Operation of the Mortgaged Property. So long as the Indebtedness or any part thereof remains unpaid, and whether or not the Mortgagor is the operator of the Mortgaged Property, the Mortgagor shall, at the Mortgagor's own expense:

(a) Do all things necessary to keep unimpaired the Mortgagor's rights in the Mortgaged Property and not, except in the ordinary course of business, abandon any well or forfeit, surrender or release any oil and gas lease or any rights in the Mortgaged Property, or enter into any operating agreement with respect to the Mortgaged Property, without the prior written consent of the Trustees;

(b) Cause the lands described in Exhibit A to be maintained, developed, protected against drainage, and continuously operated for the production of Hydrocarbons in a good and workmanlike manner as would a prudent operator, and in accordance with generally accepted practices, applicable operating agreements, and all applicable federal, state and local laws, rules and regulations, excepting those being contested in good faith;

(c) Cause to be paid, promptly as and when due and payable, all rentals and royalties payable in respect of the Mortgaged Property, and all expenses incurred in or arising from the operation or development of the Mortgaged Property;

(d) Cause the Operating Equipment to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements thereof or thereto, needful to the production of Hydrocarbons from the lands described in Exhibit A, to be promptly made;

(e) Cause the Mortgaged Property to be kept free and clear of liens, charges and encumbrances of every character, other than (1) the lien and security interest hereof, (2) taxes constituting a lien but not due and payable, (3) defects or irregularities in title, and liens, charges or encumbrances, which are not such as to interfere materially with the development, operation or value of the Mortgaged Property and not such as to affect materially title thereto, (4) those set forth or referred to in Exhibit A, (5) those being contested by the Mortgagor in good faith in such manner as not to jeopardize the Trustees' and the Bank's rights in and to the Mortgaged Property, and (6) those consented to in writing by the Trustees; and

(f) Carry with financially sound and reputable insurance companies and in amounts satisfactory to the Trustees 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.

3.6 Recording, etc. The Mortgagor will promptly, and at the Mortgagor's expense; record, register, deposit and file

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

3.7 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 Trustees; and the Mortgagor will not enter into any arrangement with any gas pipeline company or other consumer of Hydrocarbons regarding the Mortgaged Property whereby said gas pipeline company or consumer may set off any claim against the Mortgagor by withholding payment for any Hydrocarbons actually delivered.

3.8 Records, Statements and Reports. The Mortgagor will keep proper books of record and account in which complete and correct entries will be made of the Mortgagor's transactions in accordance with generally accepted accounting principles and will furnish or cause to be furnished to the Bank (a) upon its request, but not more than once a year, reports prepared by an independent person or firm acceptable to the Bank concerning (1) the quantity of Hydrocarbons recoverable from the Mortgaged Property, (2) the projected income and expense attributable to the Mortgaged Property, and (3) the expediency of any change in methods of treatment or operation of all or any wells productive of Hydrocarbons, any new drilling or development, any method of secondary recovery by repressuring or otherwise, or any other action with respect to the Mortgaged Property, the decision as to which may increase or reduce the quantity of Hydrocarbons ultimately recoverable or the rate of production thereof, (b) monthly, a report showing the gross proceeds from the sale of Hydrocarbons produced from the lands described in Exhibit A (including any thereof taken by the Mortgagor for the Mortgagor's own use), the quantity of such Hydrocarbons sold, the severance, gross production, occupation, or gathering taxes deducted from or paid out of such proceeds, the number of wells operated, drilled or abandoned, and such other information as the Bank may reasonably request (upon request of the Bank, such reports referred to in clauses (a) and (b) above shall set forth such information on a lease or unit basis), and (c) such other information concerning the business, affairs and financial condition of the Mortgagor as the Trustees or the Bank may from time to time reasonably request.

3.9 No Governmental Approvals. The Mortgagor represents and 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.

3.10 Right of Entry. The Mortgagor will permit the Trustees or the Bank, or the agents of either of them, to enter upon the Mortgaged Property and all parts thereof, for the purpose of investigating and inspecting the condition and operation thereof.

ARTICLE IV

Assignment of Production

4.1 Assignment. As further security for the payment of the Indebtedness, the Mortgagor hereby transfers, assigns, warrants and conveys to the Bank, effective as of January 1, 1986, at 7:00 A.M., local time, all Hydrocarbons which are thereafter produced from and which accrue to the Mortgaged Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Bank by virtue of the provisions of this Article, are authorized and directed to treat and regard the Bank as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Bank and shall be under no obligation to see to the application by the Bank of any such proceeds or payments received by it.

4.2 Application of Proceeds. All payments received by the Bank pursuant to Section 4.1 hereof shall be placed in a cash collateral account at the Bank and on the first business day of each calendar month applied as follows:

First: To the payment and satisfaction of all costs and expenses incurred in connection with the collection of such proceeds, and to the payment of all items of the Indebtedness not evidenced by any Note.

Second: To the payment of the interest on the Notes accrued to the date of such payment.

Third: To the payment of the amounts of principal then due and owing on the Notes.

Fourth: The balance, if any, shall either be applied on the then unmatured principal amounts of the Notes, such application to be on such of the Notes and installments thereof as the Bank may select, or, at the option of the Bank, released to the Mortgagor.

4.3 No Liability of the Bank in Collecting. The Bank is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned (and no such failure shall be deemed to be a waiver of any right of the Bank under this Article) and from all other responsibility in connection therewith, except the responsibility to account to the Mortgagor for funds actually received.

4.4 Assignment Not a Restriction on the Bank's Rights. Nothing herein contained shall detract from or limit the absolute obligation of the Mortgagor to make payment of the Indebtedness regardless of whether the proceeds assigned by this Article are sufficient to pay the same, and the rights under this Article shall be in addition to all other security now or hereafter existing to secure the payment of the Indebtedness.

4.5 Status of Assignment. Notwithstanding the other provisions of this Article, the Trustees or any receiver

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appointed in judicial proceedings for the enforcement of this instrument shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after demand has been made on any Note and to apply all of said proceeds as provided in Section 4.2 hereof. Upon any sale of the Mortgaged Property or any part thereof pursuant to Article VI, 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.

4.6 Indemnity. The Mortgagor agrees to indemnify the Trustees and the Bank against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature (all hereinafter in this Section 4.6 called "claims") made against or incurred by them or either of them as a consequence of the assertion, either before or after the payment in full of the Indebtedness, that they or either of them received Hydrocarbons herein assigned or the proceeds thereof claimed by third persons, and the Trustees and the Bank shall have the right to defend against any such claims, employing attorneys therefor, and unless furnished with reasonable indemnity, they or any of them shall have the right to pay or compromise and adjust all such claims. The Mortgagor will indemnify and pay to the Trustees or the Bank any and all such amounts as may be paid in respect thereof or as may be successfully adjudged against the Bank and the Trustees or any of them. The obligations of the Mortgagor as hereinabove set forth in this Section 4.6 shall survive the release of this instrument.

ARTICLE V

Events of Default

5.1 Events of Default Hereunder. In case an event of default shall occur and shall not have been remedied namely, demand shall have been made by the Bank on any Note, or in the payment of any other Indebtedness secured hereby and payment shall not have been made forthwith, then and in any such event the Bank, at its option, may declare the entire unpaid principal of and the interest accrued on the Notes and all other Indebtedness secured hereby to be forthwith due and payable, without any notice or demand of any kind, both of which are hereby expressly waived.

ARTICLE VI

Enforcement of the Security

6.1 Power of Sale of Real Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default and if such event shall be continuing, the Trustees shall have the right and power to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as they may elect, the real property constituting a part of the Mortgaged Property, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustees may deem appropriate, and to make conveyance to the purchaser or purchasers; and the Mortgagor shall warrant title to such real property to such purchaser or purchasers. The Trustees may postpone the sale of all or any portion of such real property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by

public announcement made at the time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and the Trustees may make other and successive sales until all of the trust estate be legally sold. With respect to that portion, if any, of the Mortgaged Property situated in the State of Wyoming, this instrument may be foreclosed by advertisement and sale as provided by applicable Wyoming statutes.

6.2 Rights of the Trustees with Respect to Personal Property Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default and if such event shall be continuing, the Trustees will have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property, and for this purpose the Trustees may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Trustees may require the Mortgagor to assemble such personal property and make it available to the Trustees at a place to be designated by the Trustees which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Trustees will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagor at the address shown below the signatures at the end of this instrument at least five (5) days before the time of the sale or disposition. In the event of a postal strike or disruption or threatened postal strike or disruption, either in the United States or Canada, such notices shall be delivered by hand.

6.3 Rights of the Trustees with Respect to Fixtures Constituting a Part of the Mortgaged Property. Upon the occurrence of an event of default and if such event shall be continuing, the Trustees may elect to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and then proceed to exercise such rights as apply to such type of collateral.

6.4 Judicial Proceedings. Upon occurrence of an event of default and if such event shall be continuing, the Trustees, in lieu of or in addition to exercising any power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy.

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

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

6.7 Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Trustees, or of the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, or his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustees or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

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

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

First: To the payment and satisfaction of all costs and expenses incurred by the Trustees in the performance of their duties including, without limiting the generality of the foregoing, a commission of five percent (5%) to the Trustees and costs 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 interest on the Notes accrued to the date of such payment.

Third: To the payment of the amounts of principal of the Notes and of the other items of Indebtedness due and owing at the time of such payment.

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

6.10 The Mortgagor's Waiver of Appraisement, Marshalling and Other Rights. The Mortgagor agrees, to the full extent that the Mortgagor may lawfully so agree, that the Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisment, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, so far as the Mortgagor or those claiming through or under the Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws; provided, however, that appraisment of any of the Mortgaged Property located in the State of Oklahoma is hereby expressly waived or not, at the option of the Trustees, such option to be exercised prior to or at the time the judgment is rendered in any foreclosure hereof. The Mortgagor, for the Mortgagor and all who may claim through or under the Mortgagor, waives, to the extent that the Mortgagor may lawfully do so, any and all right to have the Mortgaged Property marshalled upon any foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that the Trustees or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety. If any law in this paragraph referred to and now in force, of which the Mortgagor or the Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph. Pursuant to Section 39-5-19, New Mexico Statutes, Annotated, 1978 Comp., as amended, the Mortgagor agrees that as to the Mortgaged Property situated in the State of New Mexico, the redemption period shall be shortened to one (1) month.

6.11 Costs and Expenses. All costs and expenses (including attorneys' fees) incurred by the Trustees or the Bank in protecting and enforcing their rights hereunder, shall constitute a demand obligation owing by the Mortgagor to the party incurring such costs and expenses and shall draw interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%) until paid, all of which shall constitute a portion of the Indebtedness.

6.12 Sale of the Mortgaged Property in Texas. If any Note is not paid when due, whether by acceleration or otherwise, the Trustees are hereby authorized and empowered to sell any part of the Mortgaged Property located in the State of Texas at public sale to the highest bidder for cash at the door of the county courthouse of the county in Texas in which the Texas portion of the Mortgaged Property or any part thereof is situated, as herein described, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after advertising the time, place, and terms of said sale, and the portion of the Mortgaged Property to be sold, by (i) posting (or by having some person or persons acting for the Trustees post) for at least twenty-one (21) days preceding the date of the sale, written or printed notice of the proposed sale at the courthouse door of said county in which the sale is to be made; and if such portion of the Mortgaged Property lies in more than one county, one such notice of sale shall be posted at the courthouse door of each county in which such part of the Mortgaged Property is situated and such part of the Mortgaged Property may be sold at the courthouse door of any one of such

counties, and the notice so posted shall designate in which county such property shall be sold, and (ii) filing in the office of the county clerk of each county in which any part of the Texas portion of the Mortgaged Property is situated a copy of the notice posted in accordance with the preceding clause (i). In addition to such posting and filing of notice, the Bank or other holder of the Indebtedness shall, at least twenty-one (21) days preceding the date of sale, serve or cause to be served written notice of the proposed sale by certified mail on the Mortgagor and on each other debtor, if any, obligated to pay the Indebtedness according to the records of the Bank or other holder of the Indebtedness. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper properly addressed to the Mortgagor and such other debtors at their most recent address or addresses as shown by the records of the Bank or other holder of the Indebtedness in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such a service was completed shall be prima facie evidence of the fact of service. The Mortgagor agrees that no notice of any sale, other than as set out in this paragraph, need be given by the Trustees, the Bank or any other person. The Mortgagor hereby designates as its address for the purpose of such notice the address set out on the signature page hereof; and agrees that such address shall be changed only by depositing notice of such change enclosed in a postpaid wrapper in a post office or official depository under the care and custody of the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the Bank or other holder of the Indebtedness at the address for the Bank set out herein (or to such other address as the Bank or other holder of the Indebtedness may have designated by notice given as above provided to the Mortgagor and such other debtors). Any such notice of change of address of the Mortgagor or other debtors or of the Bank or of other holder of the Indebtedness shall be effective three (3) business days after such deposit if such post office or official depository is located in the State of Texas, otherwise to be effective upon receipt. The Mortgagor authorizes and empowers the Trustees to sell the Texas portion of the Mortgaged Property in lots or parcels or in its entirety as the Trustees shall deem expedient; and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto by fee simple title, with evidence of general warranty by the Mortgagor, and the title of such purchaser or purchasers when so made by the Trustees, the Mortgagor binds itself to warrant and forever defend. Where portions of the Mortgaged Property lie in different counties, sales in such counties may be conducted in any order that the Trustees may deem expedient; and one or more such sales may be conducted in the same month, or in successive or different months as the Trustees may deem expedient.

6.13 Operation of the Mortgaged Property by the Trustees. Upon the occurrence of an event of default and in addition to all other rights herein conferred on the Trustees, the Trustees (or any person, firm or corporation designated by the Trustees) shall have the right and power, but shall not be obligated, to enter upon and take possession of any of the Mortgaged Property, and to exclude the Mortgagor, and the Mortgagor's agents or servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that the Mortgagor shall be at the time entitled and in its place and stead. The Trustees, or any person, firm or corporation designated by the Trustees, may operate the same without any liability to the Mortgagor in connection with such operations, except to use ordinary care in the operation of such proper

ties, and the Trustees or any person, firm or corporation designated by the Trustees, shall have the right to collect, receive and receipt for all Hydrocarbons produced and sold from said properties, to make repairs, purchase machinery and equipment, conduct work-over operations, drill additional wells and to exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property. When and if the expenses of such operation and development (including costs of unsuccessful work-over operations or additional wells) have been paid and the Indebtedness paid, said properties shall, if there has been no sale or foreclosure, be returned to the Mortgagor.

ARTICLE VII

Miscellaneous Provisions

7.1 Successor Trustees. Any Trustee may resign in writing addressed to the Bank or may be removed at any time with or without cause by an instrument in writing duly executed by the Bank. In case of the death, resignation or removal of a Trustee, a successor Trustee may be appointed by the Bank by instrument of substitution complying with any applicable requirements of law, and in the absence of any such requirement without formality other than appointment and designation in writing. Such appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and upon the making of any such appointment and designation this conveyance shall vest in the named successor Trustee all the estate and title of the prior Trustee in all of the Mortgaged Property, and he shall thereupon succeed to all the rights, powers, privileges, immunities and duties hereby conferred upon the prior Trustee. All references herein to the Trustees shall be deemed to refer to the Trustees from time to time acting hereunder.

7.2 Actions or Advances by the Bank or the Trustees. Each and every covenant herein contained shall be performed and kept by the Mortgagor solely at the Mortgagor's expense. If the Mortgagor shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this instrument, the Bank, or the Trustees or any receiver appointed hereunder, may, but shall not be obligated to, take action and/or make advances to perform the same in the Mortgagor's behalf, and the Mortgagor hereby agrees to repay the expense of such action and such advances upon demand plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%) until paid or, in the event any promissory note evidences such indebtedness, upon the terms and conditions thereof. No such advance or action by the Bank, the Trustees or any receiver appointed hereunder shall be deemed to relieve the Mortgagor from any default hereunder.

7.3 Defense of Claims. The Mortgagor will notify the Trustees, in writing, promptly of the commencement of any legal proceedings affecting the lien hereof or the Mortgaged Property, or any part thereof, and will take such action, employing attorneys agreeable to the Trustees, as may be necessary or appropriate to preserve the Mortgagor's, the Trustees' and the Bank's rights affected thereby and/or to hold harmless the Trustees and the Bank in respect of such proceedings; and should the Mortgagor fail or refuse to take any such action, the Trustees or the Bank may, upon giving prior written notice thereof to the Mortgagor, take such action in behalf and in the name of the Mortgagor and at the Mortgagor's expense. Moreover, the Bank or the Trustees on behalf of the Bank, may take such independent action in connection therewith as they may in their discretion deem

proper, the Mortgagor hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at an annual rate equal to the highest rate of interest from time to time accruing on the Loan Note plus one percent (1%), will, on demand, be reimbursed, as appropriate, to the Bank, the Trustees or any receiver appointed hereunder. The obligations of the Mortgagor as hereinabove set forth in this Section 7.3 shall survive the release of this instrument.

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

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

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

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

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

7.9 Rights Cumulative. Each and every right, power and remedy herein given to the Trustees or the Bank shall be cumulative and not exclusive; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustees or the Bank, as the case may be, and the exercise, or the beginning of

the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustees or by the Bank in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

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

7.11 Action by Individual Trustee. Any Trustee from time to time serving hereunder shall have the absolute right, acting individually, to take any action and to give any consent and to exercise any right, remedy, power, privilege or authority conferred upon the Trustees, and any action taken by either Trustee from time to time serving hereunder shall be binding upon the other Trustee and no person dealing with either Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of the other Trustee. In this instrument, the term "Trustee" shall mean the Trustees hereinabove named, or either of them, as the context requires, and any successor Trustee.

7.12 Successors and Assigns. This instrument is binding upon the Mortgagor, the Mortgagor's successors and assigns, and shall inure to the benefit of the Trustees, their successors, and the Bank, its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

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

7.14 Execution in Counterparts. This instrument may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which are identical, except that, to facilitate recordation or filing, in any particular counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded or filed may have been omitted.

7.15 Special Filing as Financing Statement. This Mortgage and Deed of Trust shall likewise be a Security Agreement and a Financing Statement. This Mortgage and Deed of Trust shall be filed for record, among other places, in the real estate records of each county in which any portion of the real property covered by the oil and gas leases described in Exhibit A hereto is situated, and, when filed in such counties shall be effective as a financing statement covering fixtures located on oil and gas properties, which oil and gas properties (and accounts arising therefrom, are to be financed at the wellheads of the wells located on the real property described in Exhibit A hereto. At the option of the Bank, a carbon, photographic or other reproduction of this instrument or of any financing statement covering the Mortgaged Property or any portion thereof shall be sufficient as a financing statement and may be filed as such.

7.16 Notices. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the Mortgagor shall be sufficiently given when mailed by first-class mail, addressed to the Mortgagor at the

[redacted] [redacted] [redacted]

instrument or to such different address as the Mortgagor shall have designated by written notice received by the Bank or the Trustees, or by personal delivery by hand. If mailed, it shall be deemed to be received five (5) days after the mailing thereof. In the event of a postal strike or disruption, or threatened postal strike or disruption, either in the United States or Canada, such notices shall be given by hand delivery only.

IN WITNESS WHEREOF, the Mortgagor has executed or caused to be executed this Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement as of the day, month and year first above written.

MORTGAGOR AND DEBTOR

CANADIAN CHEYENNE PETROLEUM CORP.

By _____

Title _____

ATTEST:

_____
Secretary

The name and mailing address of the Mortgagor is:

c/o CT Corporation System
1720 Carey Avenue
Cheyenne, Wyoming 82001

with a copy to:

Cheyenne Petroleum Corporation
800 Lancaster Building
304 Eighth Avenue S.W.
Calgary, Alberta T2P 1C2

SECURED PARTIES

_____
MARTIN van den HAM, Trustee

_____
HENRY A. DETHMERS, Trustee

BANK OF MONTREAL

By _____

Title Commercial Account Manager

ATTEST: _____

Title Bank Officer

The mailing address of the Secured Parties is:

Bank of Montreal
Commercial Banking Unit
3rd Floor First Canadian Centre
340 - 7th Avenue S.W.
Calgary, Alberta T2P 0X4 Canada

This Instrument Was Prepared By:

Herman F. Greene, Esq.
MAYER, BROWN & PLATT
600 17th Street, Suite 2800S
Denver, Colorado 80202

CBANK/399

PROVINCE OF ALBERTA)
) SS.
CITY OF CALGARY)

BE IT REMEMBERED that I, JAMES H. COURTRIGHT, a Notary Public duly qualified, commissioned, sworn and acting in and for the Province aforesaid, hereby certify that on this 16th day of January, 1986, there appeared before me severally each of the following persons, each being either a Trustee or else the designated officer of the corporation or chartered bank set opposite his name, and each such Trustee, corporation and chartered bank being a party to the foregoing instrument:

Hoye J. Caine, the President, and J. P. Piffer, Vice President of Finance of Canadian Cheyenne Petroleum Corp., a Wyoming corporation, whose address is c/o CT Corporation System, 1720 Carey Avenue, Cheyenne, Wyoming 82001, or c/o Cheyenne Petroleum Corporation, 800 Lancaster Building, 304 Eighth Avenue S.W., Calgary, Alberta T2P 1C2;

Henry A. Dethmers, a Commercial Account Manager, of Bank of Montreal, a Canadian Chartered Bank, [which may cause documents to be executed without corporate seal]1/ whose address is Commercial Banking Unit 3rd Floor, First Canadian Centre 340 - 7th Avenue S.W., Calgary, Alberta Canada T2P 0X4; and

Martin van den Ham and Henry A. Dethmers whose addresses are Commercial Banking Unit 3rd Floor, First Canadian Centre, 340 - 7th Avenue S.W. Calgary, Alberta Canada T2P 0X4, as Trustees.

KANSAS

This instrument was acknowledged to me on this day by each such person as the designated officer of the corporation or bank set opposite his name (or a Trustee, as the case may be), on behalf of said corporation or bank (or of himself, as a Trustee, as the case may be).

NEBRASKA

The foregoing instrument was acknowledged before me this day by each such person as the designated officers of the corporation or bank set opposite their names (or as Trustees, as the case may be) on behalf of said corporation or bank, or himself as a Trustee, as the case may be.

NORTH DAKOTA

Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation or bank described in and that executed the within instrument (or a Trustee, as the case may be), and acknowledged to me that such corporation or bank (or Trustee, as the case may be) executed the same.

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

1/ New Mexico and Wyoming requirement, if applicable.

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 or bank set opposite his name (or of himself as Trustee, as the case may be) for the uses and purposes therein set forth.

TEXAS

This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation or bank set opposite his name (or a Trustee, as the case may be) on behalf of said corporation or bank 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.

JAMES H. COURTRIGHT
Notary Public

Residing at CALGARY, ALBERTA

My commission expires
at the pleasure of the
Lieutenant Governor of
the Province of Alberta.

SCHEDULE I

SCHEDULE OF RECORDING AND FILING INFORMATION

The Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of March 1, 1984, from Canadian Cheyenne Petroleum Corp. to Continental Illinois National Bank and Trust Company of Chicago , was recorded and filed as follows:

JURISDICTION	DATE/TIME	FILING DATA
Kansas Secretary of State - UCC Records	3-12-84 2:25 p.m.	No. 791934
Comanche County, Kansas: 1. UCC Records	3-21-84 9:00 a.m.	No. 9243
2. Real Estate Records	3-21-84 9:00 a.m.	Volume 67 Page 285
Nebraska Secretary of State - UCC Records	3-19-84 9:52 a.m.	No. 106608
Cheyenne County, Nebraska: 1. UCC Records	3-14-84 9:00 a.m.	No. 203 95
2. Real Estate Records	3-14-84 9:00 a.m.	Book 161 Page 499 No. 18363
North Dakota Secretary of State - UCC Records	3-13-84 4:45 p.m.	No. 134,605
McKenzie County, North Dakota: 1. UCC Records	3-15-84 3:35 p.m.	No. 15783
2. Real Estate Records	3-15-83 3:30 p.m.	Microfilm Document No. 260054
Williams County, North Dakota: 1. UCC Records	3-15-84 9:00 a.m.	No. 37553
2. Real Estate Records	3-15-84 8:59 a.m.	Microfilm Document No. 460696
Oklahoma County Clerk - UCC Records	3-12-84 10:52 a.m. (Re-recorded)	No. N001676
	4-20-84 2:34 p.m.	No. N002624
Custer County, Oklahoma: 1. UCC Records	4-20-84 9:13 a.m.	No. 995
2. Real Estate Records	4-20-84 9:12 a.m.	Book 600 Page 658-699 No. 4622

JURISDICTION	DATE/TIME	FILING DATA
Texas Secretary of State - UCC Records	3-13-84 8:00 a.m.	No. 064101
Gonzales County, Texas:		
1. UCC Records	3-14-84 2:20 p.m.	No. 016022
2. Deed of Trust Records	3-14-84 2:20 p.m.	Volume 166 Page 1 No. 138629
Fayette County, Texas:		
1. UCC Records	3-14-84 11:30 a.m.	No. 18218
2. Deed of Trust Records	3-14-84 11:30 a.m.	Volume 654 Page 249
Wyoming Secretary of State - UCC Records	3-12-84 10:00 a.m.	No. 214632
Sublette County, Wyoming:		
1. UCC Records	3-14-84 3:00 p.m.	No. U-19585 Reception Book No. 200336
2. Real Estate Records	3-14-84 3:00 p.m.	Book 41 Mtg. Page 337 Reception Book No. 200337
Sweetwater County, Wyoming:		
1. UCC Records	3-16-84 9:00 a.m.	No. U129202 Reception Book No. 920757
2. Real Estate Records	3-16-84 9:00 a.m.	Book 749 Page 1021-65 Reception Book No. 920756

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
79-7-1 (effective)	59 (Oil & Gas Records) (recorded 80-4-3)	7	Federal (U.S.A.) W-68117	Ole M. Hanson	T27N, R111W Sublette County Sec. 20: NW/4	160	BPO=5.607 APO=5.607	BPO=4.51363 APO=4.51363	Federal #10-20 (WY-293)

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ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
81-9-17 (effective 79-7-1)	69	510	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T27N, R111W Sublette County Sec. 20: NW/4	160	RPO=5.607 APO=5.607	RPO=4.51363 APO=4.51363	Federal #10-20 (WY-293) Lease #11109

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

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CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
79-7-1 (effective)	59 (Oil & Gas Records) (recorded 80-4-3)	7	Federal (U.S.A.) W-68117	Ole M. Hanson	T27N, R111W Sublette County Sec. 20: SE/4	160	BPO=5.607 APO=4.48560	BPO=4.376654 APO=3.532410	Federal #40-20 (WY-293)

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ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
81-9-17 (effective 79-7-1)	69	510	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T27N, R111W Sublette County Sec. 20: SE/4	160	BPO=5.607 APO=4.48560	BPO=4.376654 APO=3.532410	Federal #40-20 (WY-293) Lease #11109

Effective Date:
June 15, 1983

OIL & GAS MORTGAGE

EXHIBIT "A"

CANADIAN CHEYENNE PETROLEUM CORP.

LEASE DATED	LEASE BOOK	RECORDED PAGE	LESSOR	LESSEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
78-5-1	68 (Oil & Gas Records)	347	Federal (U.S.A.) W-62791	Robert W. Myers	T28N, R111W Sublette County Sec. 31: SW/4	133.35	BPO=5.607 APO=5.607	BPO=4.513635 APO=4.513635	Federal #30-31 (WY-322)

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ASSIGNMENT DATE	ASSIGNMENT RECORDED BOOK	PAGE	ASSIGNOR	ASSIGNEE	LANDS DESCRIBED	ACREAGE	OPERATING INTEREST(%)	NET REVENUE INTEREST(%)	WELL NAME PROSPECT NO.
82-10-28	68 (Oil & Gas Records)	232	Energetics, Inc.	Canadian Cheyenne Petroleum Corp.	T28N, R111W Sublette County Sec. 31: SW/4	133.35	BPO=5.607 APO=5.607	BPO=4.513635 APO=4.513635	Federal #30-31 (WY-322) Lease #11221

[redacted] [redacted] [redacted]

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 28, 19 86. 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, Wy. 83101 ("Lender"). Borrower owes Lender the principal sum of --------Sixteen Thousand Three Hundred and no/100 ---------- Dollars (U.S. $ 16,300.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 1991. 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.

210522

RECORDED February 4 1986 10:30 AM
IN BOOK 45 Misc PAGE 109
FILED No. 210522 Karen Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 in-

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successsor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or tranferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, 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.

X Richard W. Maas (Seal)
RICHARD W. MAAS Borrower

X Jean A. Maas (Seal)
JEAN A. MAAS Borrower

ACKNOWLEDGMENT

State of Wyoming, Lincoln County ss:

The foregoing instrument was acknowledged before me this January 28, 1986 (date) by Richard W. Maas and Jean A. Maas (person acknowledging)

My Commission expires: June 29, 1988

Bobbie J. Wetzel
Notary Public

Bobbie J. Wetzel Notary Public
County of Lincoln State of Wyoming
My Commission Expires June 29, 1988

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

THIRD

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HERMAN A. GENETTI and IMOGENE GENETTI, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eight Thousand Five Hundred and N0/100 ($8,500.00) - - - - - - - - - Dollars, due 1/11/87 with interest from 1-11-86 at the rate of sixteen(16%) per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, payable in One (1) annual payment in the Principal Amount of $8,500.00 together with interest thereon at the rate of 16% per annum; said principal and interest payment due on 1-11-1987; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tract Thirty-Three (33) of the Tyler Subdivision, Sublette County, Wyoming, as the same appears of record on the official plat thereof, filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and
SUBJECT TO: prior mineral reservations of record.

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PUBLIC SEWAGE DISPOSAL SYSTEM.

This mortgage is a **third mortgage** and is junior and subsequent to two prior mortgages granted to and held by the First National Bank of Pinedale.

210533

RECORDED January 4 1986 3:00 PM
IN BOOK 45 Misc PAGE 113
FEES 10.00 Lois J Wade COUNTY CLERK
SUBLETTE COUNTY CLERK by Dottie Lee

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 11th day of January A. D. 19 86.

In the presence of

/s/ Herman A. Genetti
HERMAN A. GENETTI

/s/ Imogene Genetti
IMOGENE GENETTI

Released Bk 13 Rls - pg 545

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Herman A. Genetti and Imogene Genetti,

this 11th day of January, 19 86.

Witness my hand and official seal.

Jan W. Taylor
Signature
Notary Public
Title of Officer

My Commission Expires: 1/5/87

JAN W. TAYLOR NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } 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, $ ...

Acceptable to Federal National
Mortgage Association

MASTER FORM MORTGAGE

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

KNOW ALL MEN BY THESE PRESENTS, That on this 29th day of January

19 86 , Thomas A. Curry and Pamela J. Curry, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is
P.O. Box 1002
Pinedale, Wy 82941

hereby MORTGAGES

to MORTGAGEE, namely: Teton Mortgage Company, Inc.

whose address is 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 11, Pine Creek Subdivision, Sublette County, Wyoming

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 Sixty Nine Thousand Eight Hundred and No/100 --------- DOLLARS ($ 69,800.00) with interest at the rate of Ten and One Half per centum (10.500 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest being payable in monthly installments of Six Hundred Thirty Eight and 49/100-- DOLLARS ($ 638.49), commencing on the 1st day of April , 19 86 , 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 March

2016 . 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.

210541

Released BK 17 Rels pg 19 115

RECORDED February 5 1986 4:45 PM
IN BOOK 45 Mtg. PAGE 115
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

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

Thomas A. Curry — Mortgagor

Pamela J. Curry — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 29th day of January, 19 86, before me personally appeared Thomas A. Curry and Pamela J. Curry, 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.

Jan Riley — Notary Public

My commission expires on the 2nd day of October, 19 89.

Jan Riley
Notary Public
County of Sublette
State of Wyoming
My Commission Expires Oct. 2, 1989

Return to:

TETON MORTGAGE COMPANY, INC.

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

Thomas A. Curry and Pamela J. Curry

and appears recorded in book X 45 of mortgages, beginning on page X 115 in the office of the County Clerk of Teton County, Wyoming, and which covers property described as follows:

Lot 11, Pine Creek Subdivision, Sublette County, Wyoming

210542

RECORDED February 5 1986 4:45 PM
IN BOOK 45 mtg PAGE 117
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

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 30th day of January, 1986.

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh
the 30th day of January 1986.
Witness my hand and official seal.
My Commission expires: April 15 1989

**Doing business without a corporate seal.

RECORDED February 6 1986 8:00 A M
IN BOOK 45 Mtg PAGE 118
FEES $4.00 Lois D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

210549

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the UNITED SAVINGS BANK OF WYOMING, F.S.B. as successor in interest of and formerly known as UNITED SAVINGS AND LOAN ASSOCIATION OF WYOMING and CAPITAL SAVINGS AND LOAN ASSOCIATION and CAPITOL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Wyoming, the mortgagee named in those certain mortgages hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgages, which were given to said mortgagee by the mortgagors hereinafter listed, and which mortgages appear recorded in the office of the County Clerk and Recorder of Sublette County, Wyoming at the book, page, number hereinafter cited, and which cover property described hereinafter, together with the notes secured thereby to the FEDERAL HOME LOAN 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.

RECORDING:		MORTGAGOR	PROPERTY
BOOK	PAGE		
43	674	ROBERTS, Lynn W. ROBERTS, Shirley N.	All land in said described mortgage

DATED THIS 28th DAY OF January , 1986

UNITED SAVINGS BANK OF WYOMING, F.S.B.

Ronald B. Kalkofen, VP

UNITED SAVINGS BANK OF WYOMING CORPORATE SEAL 1983 WYOMING

ATTEST: Connie R. Thompson

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Ronald B. Kalkofen, this 28th day of January , 1986.

Witness my hand and official seal.

Joan M. Kunkel

My Commission Expires:

JOAN M. KUNKEL - NOTARY PUBLIC
COUNTY OF LAR[redacted] STATE OF WYOMING

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MELVIN M. DAVID, a single man

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Fifty one thousand - six hundred and NO/100 (51,600.00)----- Dollars, due Oct. 1, 1986 at maturity with interest from Oct. 1, 1985 at the rate of sixteen(16%) per cent per annum, payable ~~annually~~ evidenced by one promissory note, of even date herewith, payable in one year, in one payment of $59,856.00 including interest at the rate of sixteen (16%) per cent annum, said payment due on 10/1/86 do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

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

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

Township 35 North, Range 113 West of the 6th P.M.

Section 14-W½NW¼, NW¼SW¼
Section 15-E½E½

Together With all buildings, fences and improvements situate thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or appurtenant thereto; SUBJECT TO all reservations and restrictions of record or in use.

210551

RECORDED February 6 1986 11:30 A.M.
IN BOOK 45 Misc PAGE 119
FEES $6.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

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

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

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

Dated this 1st day of October A. D. 19 85.

In the presence of

Melvin M. David
MELVIN M. DAVID

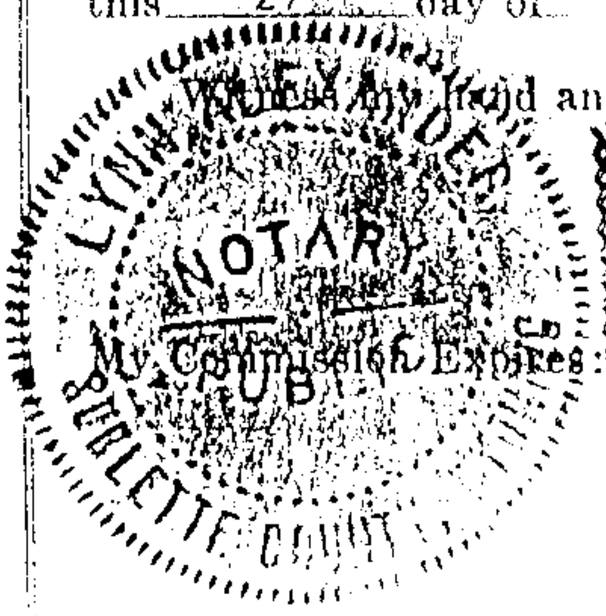
Release - Book 13, Page 469 119

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Melvin M. David, a Single Man,

this 27 day of January, 19 86

Witness my hand and official seal.



My Commission Expires:

Lynn Alexander
County of Sublette
Notary Public
State of Wyoming
My Commission Expires Jan. 2, 1990

Lynn Alexander
Signature
Notary Public
Title of Officer

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

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

County Clerk and Ex-Officio Register of Deeds.

By ... / Deputy Clerk

No. ... Fees, $ ...

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 DENNIS WAGSTAFF and SHARON WAGSTAFF, husband and wife herein designated as Mortgagor, of 521 MAIN STREET, MARBLETON, County of SUBLETTE, State of WYOMING 83113, to secure the payment of the principal sum of -----THIRTY THOUSAND AND NO/100---------- Dollars ($ 30,000.00), with interest at the rate of ---NINE AND THREE FOURTHS---- per centum (9.750 %) per annum as evidenced by a promissory note of even date herewith to the order of TETON MORTGAGE COMPANY, INC., P.O. Box 3904, 140 South Cache Street Jackson, Wyoming 83001 a corporation organized and existing under the laws of state of Wyoming hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of ----TWO HUNDRED SIXTY SEVEN AND 36/100----- Dollars ($ 267.36), commencing on the first day of APRIL, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MARCH, 2011, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOTS 13 and 14, BLOCK 23, MARBLETON TOWNSITE,

SUBLETTE COUNTY, WYOMING

210559

RECORDED February 7, 1986 4:00 P.M.
IN BOOK 45 Misc. PAGE 121
FEES $ 10.00 Sandy Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

Rlsd. Bk 23 Rel. Pg 525 3/22/04

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. * [illegible] See below

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

121

on any installment due date [illegible]

(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 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 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 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 or 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 for 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 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 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 singular, and the use of any gender shall include all genders.

And the said SHARON WAGSTAFF wife of the said DENNIS WAGSTAFF 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 7th day of February, 19 86

In the presence of—

Dennis Wagstaff
DENNIS WAGSTAFF

Sharon Wagstaff
SHARON WAGSTAFF

THE STATE OF WYOMING }
} ss:
COUNTY OF SUBLETTE }

On this 7th day of February, 19 86, before me personally appeared Dennis and Sharon Wagstaff 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 seal, this 7th day of February, A.D. 19 86

[SEAL] Brian A. Sawyer, Notary Public, County of Sublette, Wyoming, My Commission Expires Mar. 1, 1988

Brian A. Sawyer
Notary Public

My commission expires MARCH 1, 1988

NOTE: MORTGAGE RIDER ATTACHED

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 - 1900 -82 321

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

EXHIBIT C

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

UNIFORM MORTGAGE RIDER

As long as this mortgage is held by Wyoming Community Development Authority, Casper, Wyoming, the Mortgage 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 1-03A(3) 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 Mortgage Lender's prior written consent; or

(c) Borrower omits or misrepresnets a material fact in an applicaton 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 th Mortgage and Note which are contained in the Rider.

Dated this 7th day of February, 1986.

Dennis Wagstaff
Signature

DENNIS WAGSTAFF
Printed

Sharon Wagstaff
Signature

SHARON WAGSTAFF
Printed

WCDA MPP FORM #209A (5/84)

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 _____

~~Dennis Wagstaff and Sharon Wagstaff~~ _____

and appears recorded in book * 45 of mortgages, beginning on page * 121 in the office of the County Clerk of ~~XXXXX~~ Sublette County, Wyoming, and which covers property described as follows:

Lots 13 and 14, Block 23, Marbleton Townsite, Sublette County, Wyoming

210560

RECORDED February 7, 1986 4:00 P M
IN BOOK 45 Mtg PAGE 125
FEES $ 4.00 Lacy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McKeever

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 7th day of February, 1986.

By x Dale E Barlage
Dale E. Barlage, Board Chairman

By Stephen M. Walsh
Stephen M. Walsh, Vice President

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by _____
the 7th day of February 19 86.

Witness My hand and official seal.
My Commission expires: 11-10-87

Lindley A. Williams

**Doing business without a corporate seal.

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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 120 W. Pearl St. Jackson, Wy 83001, 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 Thirty Thousand and No/100 -- Dollars to it in hand paid by Wyoming Community Development Authority, 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 7th day of February, in the year One Thousand Nine Hundred and Eighty Six, made by Dennis Wagstaff and Sharon Wagstaff, in favor of Teton Mortgage Company, Inc., and conveying the following described property:

Lots 13 and 14, Block 23, Marbleton Townsite, Sublette County, Wyoming

210561

Filed for record this February 7 1986 4:20 PM
in 45 Mtg PAGE 126
FEES $4.00 Lou J 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 ~~Teton~~ Sublette on the 7th day of February, in the year 19 86, in Book 45 of Mortgages, at Page 121, 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 7th day of February, 19 86.

First Wyoming Bank N.A. - Jackson Hole

By: Ona Lee Kelley
Ona Lee Kelley, Senior Vice President

FIRST WYOMING BANK, N.A. - JACKSON HOLE CORPORATE SEAL

ATTEST:
Joan N. Beck, Executive Secretary

THE STATE OF WYOMING)
) ss
COUNTY OF Teton)

On this 7th day of February, 19 86, 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 7th day of February, 19 86.

Marcia E. Jurekovic NOTARY PUBLIC
Teton County State of Wyoming
Commission expires June 23, 1988

Marcia E. Jurekovic
Notary Public

My Commission Expires: 6-23-88

REL - 101A (2-78)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Green River Valley Realty, Inc.,
A Wyoming Corporation

a corporation, herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Thirty Eight Thousand Two Hundred Eighty Three & 44/100 Dollars ($ 38,283.44 with interest as evidenced by a promissory note dated January 9, 1986 herewith to the order of

First Wyoming Bank, N.A.-Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

principal and interest payable as follows:

in 40 monthly payments of $1,157.00 beginning February 10, 1986
Maturity date May 10, 1989.

210567

February 10 1986 8:00 A.M.
45 Mtg BOOK 127
FEES $8.00 Lois J. 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:

The West 67.5 feet of the W½S½ of Block 1, Cooley Addition to the Town of Pinedale, Sublette County, Wyoming.

Mortgagor expressly covenants that its obligation to the Mortgagee shall not be assumed by any other party and the Mortgagors shall remain the sole obligor until said obligation is paid in full.

This Mortgage is given in consideration of the cancellation of that certain promissory dated April 2, 1979, in the original amount of $87,500.00, executed by David R. Calvert in favor of First Wyoming Bank, N.A.-Big Piney (formerly known as State Bank of Big Piney). Green River Valley Realty, Inc. Assumed said promissory note at some later date (after 4-2-79). The purpose of the renewal of this promissory note is to allow Green River Valley Realty, Inc. to legally assume the indebtedness to First Wyoming Bank, N.A.-Big Piney, in that a Warranty Deed has already been filed in the office of Sublette County conveying ownership to Green River Valley Realty, Inc.

The renewal note of even date and like amount will pay off the David R. Calvert indebtedness and places the financial resposibility for repayment of the promissory note solely on Green River Valley Realty, Inc. and James A. Greenwood and Tharon L. Greenwood, individually.

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:

127 Released Bk. 13 RLs. Pg. 740

1. That it will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on any interest paying date prior to maturity.

2. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same, and all sums so paid shall be added to and considered a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

3. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

4. That it will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss it will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 3 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

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

Calling of a meeting of creditors; application for, or appointment of, a receiver of any of them or their property; filing of a voluntary or involuntary petition under any of the provisions of the Bankruptcy Act or amendments thereto; issuance of a warrant or attachment; entry of a judgment; failure to pay, collect or remit any tax or tax deficiency, Federal, State or local, when assessed or due; death dissolution; making, or sending notice of an intended bulk sale; mortgage or pledge of any property; suspension or liquidation of their usual business; failure, after demand, to furnish financial information or to permit inspection of any books or records; default in payment or performance of this note or any other obligation to, or acquired in any manner by payee, or if the condition or affairs of any of them shall change as in the opinion of the Mortgagee or other legal holder thereof, shall increase its credit risk—this note and all other obligations, direct or contingent, of any maker or endorser hereof to payee shall become due and payable immediately without notice or demand.

That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall be come immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 5 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

8. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of 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 9th day of January,

A. D. 1986.

(SEAL) ALLEY REALTY, INC. CORPORATE SEAL WYOMING

Green River Valley Realty, Inc.
A Wyoming Corporation
By James A. Greenwood
James A. Greenwood-President

Tharon J. Greenwood Secretary.

THE STATE OF WYOMING,
County of Sublette } ss.

On this 9th day of January, 1986, before me personally appeared James A. Greenwood to me personally known, who, being by me duly sworn, did say that he is the President of Green River Valley Realty, Inc., a Wyoming 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 Tharon J. Greenwood acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 9th day of January, A. D. 1986.

Notary Public.

My Commission expires on the 1st day of September, A. D. 1989.

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Released BK. 13 Rls. Pg 518

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Bar Flying V Ranch Company, A Wyoming Corporation

a corporation, herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of One hundred twenty five thousand and no/100---- Dollars ($ 125,000.00 with interest as evidenced by a promissory note dated December 31, 1985 herewith to the order of

First Wyoming Bank,N.A.-Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

principal and interest payable as follows: Principal plus interest payable in full on or before December 31, 1986.

210568

February 10 1986 8:00 A.M.
RECORDED IN BOOK 45 MTG PAGE 130
FEE $13.00 Jane J. Glick COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy M. Lucie

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

Refer to Exhibit A attached hereto and incorporated herein by this reference.

Morgagor expressly covenants that its obligation to the Mortagee shall not be assumed by any other party and that Mortgagors shall remain the sole obligor until said obligation is paid in full.

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

The Mortgagor hereby covenants and agrees that it is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

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

[redacted] [redacted] [redacted]

1. That it will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on any interest paying date prior to maturity.

2. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same, and all sums so paid shall be added to and considered a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

3. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

4. That it will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss it will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 3 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

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

Calling of a meeting of creditors; application for, or appointment of, a receiver of any of them or their property; filing of a voluntary or involuntary petition under any of the provisions of the Bankruptcy Act or amendments thereto; issuance of a warrant or attachment; entry of a judgment; failure to pay, collect or remit any tax or tax deficiency, Federal, State or local, when assessed or due; death dissolution; making, or sending notice of an intended bulk sale; mortgage or pledge of any property; suspension or liquidation of their usual business; failure, after demand, to furnish financial information or to permit inspection of any books or records; default in payment or performance of this note or any other obligation to, or acquired in any manner by payee, or if the condition or affairs of any of them shall change as in the opinion of the Mortgagee or other legal holder thereof, shall increase its credit risk—this note and all other obligations, direct or contingent, of any maker or endorser hereof to payee shall become due and payable immediately without notice or demand.

That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall be come immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 5 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

8. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of 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 31st day of December, A. D. 1986.

(SEAL)

Bar Flying V Ranch Company, A Wyoming Corporation

By James A. Greenwood-President

Sharon L. Greenwood Secretary

THE STATE OF WYOMING,

County of Sublette } ss.

On this 31st day of December, 1986, before me personally appeared James A. Greenwood

to me personally known, who, being by me duly sworn, did say that he is the President of Bar Flying V Ranch Company, A Wyoming 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 Sharon L. Greenwood acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 31st day of December, A. D. 1985.

Notary Public.

My Commission expires on the 1st day of Sseptember, A. D. 19 89.

EXHIBIT A

TOWNSHIP 31 NORTH, RANGE 111 WEST OF THE 6th P.M.; SUBLETTE COUNTY, WY

Section 23 : E½SE¼;
Section 26 : N½NE¼, SW¼NE¼, NW¼, W½SW¼;
Section 27 : All of Section;
Section 34 : NE¼, E½NW¼, N½SE¼, NE¼SW¼;
Section 35 : W½NW¼, NW¼SW¼;
EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF MUDDY CREEK:

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

Section 3 : Lots 3 and 4, NW¼SW¼, SW¼NW¼;
Section 4 : Lots 1 and 2, S½NE¼;
Section 11: S½NW¼, N½SW¼;

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M.; SUBLETTE COUNTY, WY

Section 17 : E½;
Section 20 : N½NE¼, SE¼NE¼, E½SE¼;
Section 21 : All of Section:
Section 22 : W½;
Section 27 : W½;
Section 28 : All of Section;
Section 29 : E½E½;
Section 33 : N½, SE¼;
Section 34 : W½;
EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF SOUTH HORSE CREEK:

(X) James A. Greenwood

(X) Elaine L. Greenwood

Release BK 13 RL Pg 601 134

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Russell L. Imeson and Dawn Imeson herein designated as Mortgagor, of Afton, County of Lincoln, State of Wyoming, to secure the payment of the principal sum of --------FIVE THOUSAND TWENTY ONE AND 37/100---------- Dollars ($5,021.37--), with interest as evidenced by a promissory note dated January 31, 1986 herewith to the order of

AMERICAN NATIONAL BANK OF AFTON
302 Washington, Afton, Wyoming 83110

hereinafter designated Mortgagee, ~~principal and~~ interest payable in monthly installments ~~of~~ each on the 28th day of each month, beginning on the 28th day of February, 1986, 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 6, 1986 (principal & interest) hereby mortgages to said Mortgagee, the following described real estate, situated in Sublette County, State of Wyoming, to wit:

N½ of Lot 4 (N½NW¼NW¼) of Section 3, T30N, R111W, 6th P.M., Sublette County, Wyoming.

210569

FILED February 10 1986 8:00 A.M.
BOOK 45 Mtg PAGE 134
Fee $5.00 Lou J. Yoke 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]

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 31st day of January , 19 86

In the presence of—

Steven E. Walters

x Russell L. Imeson

/s/Russell L. Imeson

x Dawn Imeson

/s/Dawn Imeson

STATE OF WYOMING)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was ackowledged before me this 31st day of January , 1986 .

BY: Russell L. Imeson and Dawn 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)
) ss.
COUNTY OF ...)

The foregoing instrument was ackowledged before me this day of , 19.....

Witness my hand and official seal.

Notary Public

My Commission Expires: .....

[redacted] [redacted] [redacted]

ME 1552

MORTGAGE

EXECUTED the 1st day of Sept, 1985 by ROBERT L. WILKES and JOAN CHARLENE WILKES, husband and wife, of 1618 Willow Creek, Casper, Wyoming 82604, hereinafter called the MORTGAGOR, to DOYLE F. CHILD and ELAINE C. CHILD, husband and wife, of P. O. Box 248, Afton, Wyoming, hereinafter called the MORTGAGEE: (Whenever used herein, the term "MORTGAGOR" and MORTGAGEE" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations; and the term "NOTE" includes all the notes herein described if more than one.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, hereinafter described, the MORTGAGOR hereby mortgages unto the MORTGAGEE, all the certain land of which the MORTGAGOR is now seized and in possession, situate in Sublette County, Wyoming, to-wit:

> The North One-half (N½) of Tract Seven (7) of Sheet Ten (10) of the Hoback Ranches Subdivision as platted and filed in Sublette County, Wyoming; also, including a share and hook-up in the Picnic Ridge culinary Water System.

INCLUDING all buildings and improvements thereon, together with the tenements, hereditaments, and appurtenances thereto belonging, and the rents, issues, and profits thereof.

AND THE MORTGAGOR covenants and agrees with the MORTGAGEE that MORTGAGOR will pay unto MORTGAGEE, the certain Promissory Note in the amount of Forty-two Thousand One Hundred Eleven Dollars and Fourteen ($42,111.14) Cents of even date, attached hereto as SCHEDULE "A", and shall perform, comply with, and abide by each and every the agrements, stipulations, conditions, and covenants thereof, and of this Mortgage.

210625

RECORDED February 12 1986 10:00 A.M
IN BOOK 45 Misc PAGE 137
FEES $ 8.00 Faun J Yake COUNTY CLERK
Dorothy M Devine DEPUTY

Released BK. 13 RLS. 646 pg. 20
137

AND THE MORTGAGOR hereby further covenants and agrees as follows:

1. To pay promptly, when due, the principal and interest and other sums of money provided for in said Note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property.

2. To permit, commit, or suffer no waste, impairment, or deterioration of said land or the improvements thereon at any time.

3. To pay all costs, charges, and expenses including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with, and abide by each and every the agreements, stipulations, conditions, and covenants set forth in said Note and this Mortgage, or either.

4. To perform, comply with, and abide by each and every the agreements, stipualtions, conditions, and covenants set forth in said Note and this Mortgage or either.

5. That in the event the MORTGAGOR fails to pay, when due, any tax, assessment, or other sum of money payable by virtue of said Note and this Mortgage, or either, the MORTGAGEE may pay the same without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall be secured by this Mortgage, and shall bear interest from date thereof at the highest lawful rate allowed by law.

6. That if any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions, and covenants of said Note and this Mortgage, or either, are not fully performed, complied with, and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid theron, shall forthwith and thereafter, at the option of the MORTGAGEE, become and be due and payable, anything in said Note or herewith to the contrary notwithstanding.

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

8. That MORTGAGOR hereby grants to MORTGAGEE, his heirs, and assigns, a Power of Sale over the property described above which may be exercised by MORTGAGEE, his heirs and assigns in case of such default as described above, and pursuant to such Power of Sale, MORTGAGEE, his heirs and assigns may foreclose on said property and sell and dispose of or cause to be sold or disposed of the above property and all rights, title, benefit, and equity of redemption of the MORTGAGOR, his heirs or assigns, therein, at public auction, for cash, according to Title 34, Chapter 4, Wyoming Statutes as the same presently exists or may hereafter be amended.

Failure by the MORTGAGEE to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said Note or the Mortgage accrued or thereafter accruing.

IN WITNESS WHEREOF, the MORTGAGOR has set his hand and seal the day and year first above written.

Robert L. Wilkes
ROBERT L. WILKES

Joan Charlene Wilkes
JOAN CHARLENE WILKES

STATE OF WYOMING)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by ROBERT L. WILKES and JOAN CHARLENE WILKES, husband and wife, this 3rd day of Sept, 1985. Witness my hand and official seal.

(S E A L)

Linda Jordan
NOTARY PUBLIC

My commission expires: 5-18-86

LINDA JORDAN NOTARY PUBLIC MY COMMISSION EXPIRES May 18, 1986 Natrona County, Wyoming

140

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 13th day of February ,

19 86 . Charles S. Murrell and Jeanette E. Murrell, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is
P.O. Box 58., Cora, Wyoming 82925

hereby MORTGAGES

to MORTGAGEE, namely: Teton Mortgage Company, Inc.

whose address is P.O. Box 3904 (140 S. Cache St.), Jackson, Wyoming 83001

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

Lot 1, Block 1, K & M 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 -- Seventy Three Thousand Two Hundred and No/100 -- DOLLARS

($ 73,200.00) with interest at the rate of Ten and ½ per centum (10.500 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of --Six Hundred Sixty Nine and 59/100 -- DOLLARS

($ 669.59), commencing on the 1st day of April , 19 86 , 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 March ,

2016 . By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

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

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

[redacted]

210640

RECORDED February 13 1986 4:45 PM
IN BOOK 45 Mtg PAGE 140
[redacted] Lois J. Yake [redacted] CLERK
COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

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

Charles S. Murrell
Charles S. Murrell Mortgagor

Jeanette E. Murrell
Jeanette E. Murrell Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

On this 13th day of February , 19 86 , before me personally appeared Charles S. Murrell and Jeanette E. Murrell , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that t hey executed the same as th eir free act and deed.

Joseph E. Selfyei Notary Public
County of State of
Sublette Wyoming
My Commission Expires May 31, 1988

Joseph E. Selfyei
Notary Public

My commission expires on the day of , 19

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

Charles S. Murrell and Jeanette E. Murrell

and appears recorded in book X 45 of mortgages, beginning on page X 140 in the office of the County Clerk of ~~XXXXX~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 1, Block 1, K & M Addition to the Town of Pinedale, Sublette County, Wyoming

210642

RECORDED February 13 1986 4:45 PM
IN BOOK 45 mtg PAGE 142
FEES $4.00 Lois J Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

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 13th day of February, 1986.

By Dale E. Barlage, Board Chairman

By Stephen M. Walsh, Vice President

Attest

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 13th day of February 1986.

Witness My hand and official seal.
My Commission expires: 11-10-87

Lindsey A. Williams

**Doing business without a corporate seal

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 120 W. Pearl St. Jackson, Wy 83001, 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 Seventy Three Thousand Two Hundred 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 13th day of February, in the year One Thousand Nine Hundred and Eighty Six, made by Charles S. Murrell and Jeanette E. Murrell in favor of Teton Mortgage Company, Inc. and conveying the following described property:

Lot 1, Block 1, K & M Addition to the Town of Pinedale, Sublette County, Wyoming

210643

RECORDED February 13 1986 4:45 PM
IN BOOK 45 mtg PAGE 143
FEES $4.00 Lois D. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheeney, Deputy

and which said Mortgage was recorded in the office of the County Clerk and Ex-officio Register of Deeds in Said County of ~~Teton~~ Sublette on the ~~13th~~ 13th day of February, in the year 19 86, in Book ~~45~~ 45 of Mortgages, at Page ~~140~~ 140, 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 13th day of February, 19 86.

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 13th day of February, 19 86, 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 13th day of February, 19 86.

Jenny Curran
Notary Public

My Commission Expires: June 25, 1989

JENNY CURRAN NOTARY PUBLIC
Teton County State of Wyoming
Commission expires June 25, 1989

AEL - 161A (2-78)

143

144

Rem Bk 68 pg 80 5/1/97
Rlsd. Bk 19 Rel. pg 597 4/2/99

This form is used in connection with mortgages insured under the one-to-four family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robert A. Springman, Jr. and Terrie A. Springman, 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 Eight Thousand Seven Hundred Fifty and No/100 -- Dollars ($ 68,750.00), with interest at the rate of --TEN-- per centum (10.000 %) per annum as evidenced by a promissory note of even date herewith to the order of

Teton Mortgage Company, 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 Seven Hundred Thirty Eight and 79/100-- Dollars ($ 738.79), commencing on the first day of April, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 2001, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 13, 14, 15 and 16, Block 1, Marbleton Townsite, Sublette County, Wyoming,

210645

RECORDED February 13 1986 4:45PM
IN BOOK 45 mtg PAGE 144
FEES $10.00 Lois G. Yuke 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 the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises.

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed 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 he will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said Terrie A. Springman wife of the said Robert A. Springman, Jr. 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 7th day of February , 1986

In the presence of—

Robert A. Springman, Jr.

Terrie A. Springman

THE STATE OF WYOMING }
} ss
COUNTY OF SUBLETTE }

On this 7th day of February , 1986 , before me personally appeared Robert A. Springman, Jr. and Terrie A. Springman to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Witness my hand and official seal, this 7th day of February A.D. 1986

(SEAL)

My commission expires 9-13-86

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

MORTGAGE RIDER

This Rider, dated the 7th day of February, 1986, amends the Mortgage of even date by and between Robert A. Springman and Terrie A. Springman, the Mortgagor, and Teton Mortgage Company, Inc., the Mortgagee, and NA, the NA, as follows:

1. Subsection (a) of Paragraph 2 is deleted.

2. Subsection (c)(I) of Paragraph 2 is deleted.

3. In the third sentence of Paragraph 3, the words "all payments made under the provisions of (a) of paragraph 2 hereof which the mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.

4. The fourth sentence of Paragraph 3 is amended by insertion of a period after ". . . then remaining unpaid under said Note" and deletion of the remainder of the sentence.

5. Paragraph 10 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

IN WITNESS WHEREOF, Robert A. Springman and Terrie A. Springman has set his hand and seal the day and year first aforesaid.

Robert A. Springman Jr. [SEAL]

Terrie A. Springman [SEAL]

Signed, sealed and delivered
in the presence of

Notary Public

LAUREN H. EARLES NOTARY PUBLIC SWEETWATER COUNTY WYOMING

My commission Expires: 5-13-86

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 _____

Robert A. Springman, Jr. and Terrie A. Springman, husband and wife

and appears recorded in book # 45 of mortgages, beginning on page # 144 in the office of the County Clerk of ~~XXXXX~~ Sublette County, Wyoming, and which covers property described as follows:

Lots 13, 14, 15 and 16, Block 1, Marbleton Townsite, Sublette County, Wyoming

210646

RECORDED February 13 1986 4:45PM
IN BOOK 45 mtg PAGE 148
FEES $4.00 Lois J. Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 7th day of February, 19 86.

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest: Rodgers

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 7th day of February 19 86.

Witness My hand and official seal.
My Commission expires: 11-10-87

Beverley A. Williamson

**Doing business without a corporate seal.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

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

Box 359, Pinedale 82941

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

Nine Thousand Five Hundred and N0/100 ($9,500.00) - - - - - - - - - Dollars, due 2/10/91

with interest from 1/17/86 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 $231.03; which include interest at the rate of 16% per annum; first said payment due 3/10/86 and on the 10th day of each month thereafter until paid in full: do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE
P.O. Box 519
Pinedale, Wyoming 82941

mortgagee, whose address is

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

Lot Two (2) of the Highland View Estates, 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.
FURTHER SUBJECT TO: Restrictions Governing Highland View Estates as filed in the office of the Sublette County Clerk on 12/3/73 in Book 29 of Miscellaneous, page 309.

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

This is a **Second Mortgage** and is secondary to that certain mortgage recorded in the office of the Sublette County Clerk on 11/14/79, Book 32 of Mortgages, page 201, between Barney G. Snyder, a single man, Mortgagor, and First National Bank of Pinedale, as Mortgagee, in the principal amount of $20,000.00.

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 31 day of January A. D. 1986

In the presence of

Darrell G. Snyder
DARRELL G. SNYDER a/k/a BARNEY G. SNYDER

Christy A. Snyder
CHRISTY A. SNYDER

210654

RECORDED February 14 1986 11:05 AM
IN BOOK 45 Mtg PAGE 149
FEES 6.00 Lois Mills COUNTY CLERK
SUBLETTE COUNTY CLERK

149 Rel. in REAL Property

State of WYOMING
County of SUBLETTE } ss.

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

this 3rd day of January, 19 86.

Witness my hand and official seal.

Lynn Alexander
Signature
Notary Public
Title of Officer

Lynn Alexander
Notary Public
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 1990

My Commission Expires:

MORTGAGE DEED

FROM

TO

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

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

County Clerk and Ex-Officio Register of Deeds

By ..... Deputy Clerk

No. ..... Fees, $.....

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JAMES N. PERCY and LENORE M. PERCY, husband and wife,

mortgagor S, of Box 585 Pinedale, Sublette County, State of Wyoming, to secure the payment of Six Thousand Seven Hundred Fifty and N0/100 ($6,750.00) - - - - - - Dollars, due 12/15/94 with interest from 12-10-85 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 96 equal monthly payments of $125.08 each, which include interest at the rate of 16% per annum; first said payment due 1/15/86 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:

A tract of land located in the N½ of Section 19, Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

BEGINNING at a point which is located on the North line of Section 19, 100.00 feet N.89°-14'-00"W., of the North quarter corner of Section 19;
Thence from said point of beginning N.89°-14'-00"W., a distance of 1650.03 feet along the North section line;
Thence S.00°-26'-00"W., a distance of 532.35 feet;
Thence S.89°-38'-00"E., a distance of 1650.00 feet;
Thence N.00°-26'-00"E., a distance of 521.00 feet to point of beginning, said tract contains 19.95 acres.

TOGETHER WITH all improvements and appurtenances thereunto appertaining; all water and water rights, ditch and ditch rights and mineral rights not previously reserved of record; but,
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 reservaitons of record.

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

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

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

Dated this day of December A. D. 19 85.

In the presence of

James N. Percy
JAMES N. PERCY

Lenore M. Percy
LENORE M. PERCY

210656
RECORDED February 14 1986 11:15AM
IN BOOK 45 Mtg PAGE 151
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Sheeley Deputy

151 Released BK. 14 Rel. @ Pg. 183

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by James N. Percy and Lenore M. Percy

this 16th day of December, 19 85.

Witness my hand and official seal.

Lynn Alexander
Notary Public
State of Wyoming
My Commission Expires Jan. 2, 1990

My Commission Expires

Lynn Alexander
Signature
Notary Public
Title of Officer

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By

Deputy Clerk

No.

Fees, $

MORTGAGE DEED—FORM NO. 5

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GRANT BECK and ABIGAIL BECK, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty-Two Thousand Five Hundred (32,500.00) Dollars, due 10/1/86 with interest from 10/1/85 at the rate of 16 per cent per annum, payable once annually evidenced by one promissory note, of even date herewith, payable in one annual payment of $32,500.00 together with interest at the rate of 16% per annum said payment due on 10/1/86 and payable in full. 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:

RECORDED February 19, 1986 at 9:30 A.M.
IN BOOK 145 Mortgages PAGE 153
FEES $6.00 Cindy Lee COUNTY CLERK
SUBLETTE COUNTY CLERK

A tract of land described as follows:
TOWNSHIP 33 NORTH, RANGE 108 WEST OF THE 6th P.M., SUBLETTE COUNTY, WYOMING;
Section 19: Lots 1 and 2 ($W\frac{1}{2}NW\frac{1}{4}$), EXCEPTING those parcels of land conveyed to various grantees in Warranty Deeds recorded: August 15, 1974, in Book 17 of Deeds, page 199; December 21, 1976, in Book 19 of Deeds, page 10; March 19, 1979, in Book 20 of Deeds, page 603; May 25, 1979, in Book 20 of Deeds, page 699; and April 24, 1980, in Book 21 of Deeds, page 553;

TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6th P.M., SUBLETTE COUNTY, WYOMING;
Section 24: $E\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}W\frac{1}{2}NE\frac{1}{4}$:
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and easements and rights-of-way of record or in use; and
SUBJECT TO: prior mineral reservations of record.

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

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

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

Dated this 1 day of October A. D. 19 85.

In the presence of

GRANT BECK Grant Beck

ABIGAIL BECK Abigail Beck

153 Book 136 13 pg 442

State of MISSOURI }
County of PUTNAM } ss.

The foregoing instrument was acknowledged before me by Grant Beck and Abigail Beck, this 18th day of December, 19 85.

Witness my hand and official seal.

Marsha L. Boeschen
Signature

Marsha L. Boeschen
Notary Public
Title of Officer

My Commission Expires: Feb. 25, 1986

MARSHA L. BOESCHEN
Notary Public, State of Missouri
My Commission Expires Feb. 25, 1986

MARSHA L. BOESCHEN NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

RECORDED

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 ... of ... Page ...

By ... Deputy Clerk and Ex-Officio Register of Deeds.

Fee $ ...

CORRECTIVE **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, Wyoming 83113

, hereinafter designated Mortgagee, principal and interest payable in 120 installments of $ 1,486.25 each on the ~~1st~~ 16XXX day of each month, beginning on the ~~first~~ 16XXX day of October, 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 16, 1995, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Refer to Exhibit I 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.

This Mortgage corrects the legal description filed with the county of Sublette, Book 44 of Mortgages, Page 441 recorded September 25, 1985.

Released on Year 15, Page 127.

210717

RECORDED February 24 1986 8:00 AM
IN BOOK 45 Mtg PAGE 155
FEES $10.00 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:

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 fol wing:

Calling of a m ting 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 the[redacted]gage as in the opinion of the M[redacted]e or other legal holder thereof, sh[redacted]ase its credit r[redacted] note and all other obligations,[redacted] or contingent, of any maker or e[redacted] hereof

of any [redacted]nt thereof, or any part thereof, or [redacted]e of breach of any covenant or a[redacted] 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 12th day of February , 19 86

In the presence of—

John D. Amos

Bobbie L. Amos

THE STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

On this 12th day of February 1986, before me personally appeared John D. Amos Bobbie L. Amos to me known to be the person[s] described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal, this 12th day of February , A. D. 19 86 .

(Seal)

My commission expires

September 1, 1989

Betty J. Nelson
Notary Public.

Frontier Printing & Mailing Co.
—Cheyenne—

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 Mortgage herein, which Mortgage and Security Agreement covers the following described real and personal property.

Real Property:

A tract of land situated in the S/2 NW/4 NW/4 of Section 29, Township 38 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming, described as follows:

Beginning at a point where the Westerly line of the right of way of U.S. Highway No. 187 intersects the North line of the S/2 NW/4 NW/4 of Section 29, Township 38 North, Range 113 West of the 6th Principal Meridian,

Thence South 43° 02' East for 219.4 feet to Station No. 2;

Thence South 89° 52' West for 100.0 feet to Station No. 3;

Thence South 75° 36' West for 600.0 feet to Station No. 4;

Thence North 43° 28' West for 421.0 feet to Station No. 5;

Thence North 89° 52' East for approximately 821 feet to point of beginning;

together with all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situated thereon or appurtenant thereto; and together with all buildings, fences and improvements situated 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 of 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 Brocery, 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 Bla

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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 February, 19 86, Stanley W. Peters and Nancy Joy Peters, husband and wife who, whether one person or more, are herein called MORTGAGOR whose address is P. O. Box 460 Big Piney, Wyoming 83113 hereby MORTGAGES to MORTGAGEE, namely: First Wyoming Bank, N.A. Jackson Hole whose address is 120 West Pearl Street, P. O. Box 528, Jackson, Wyoming 83001 with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit:

Lot 18, Friendly Creek Subidvision, 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 ONE HUNDRED THIRTEEN THOUSAND AND NO/100---------- DOLLARS ($ 113,000.00) with interest at the rate of Ten&One Half per centum (10.50 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest being payable in monthly installments of One Thousand Thirty Three and 66/100 DOLLARS ($ 1033.66), commencing on the 1st day of April, 19 86, 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 March, 2016. By executing and delivering this Mortgage, and the Note secured hereby, the parties agree that all provisions of that portion of the Master Form Mortgage hereinafter referred to commencing with paragraph 1 and ending with paragraph 15 thereof are hereby incorporated herein and made an integral part hereof for all purposes the same as if set forth herein at length. The Master Form Mortgage above referred to was recorded on July 18, 1969 in the Official Records in the offices of the County Clerks and Ex-Officio Register of Deeds of the following counties in Wyoming in the book, and at the page designated after the name of each county, to wit:

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

and recorded July 22, 1969 in Laramie County

And a copy thereof was delivered to Mortgagor.

[redacted] 210718

RECORDED February 24 1986 8:00A M
IN BOOK 45 Mtg PAGE 160
FEES [redacted] Lou J. Yde COUNTY CLERK
SUBLETTE COUNTY CLERK [redacted]

[redacted] [redacted] [redacted]

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

Stanley W. Peters — Mortgagor

Nancy Joy Peters — Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF TETON)

On this 14th day of February, 19 86, before me personally appeared Stanley W. Peters and Nancy Joy Peters, 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.

JENNY CURRAN NOTARY PUBLIC
County Wyoming
Commission expires June 25, 1989

Jenny Curran — Notary Public

My commission expires on the 25th day of June, 1989.

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H.B. Group
3740 Crossmede Dr. N
St Petersburg, Fla 33710

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 120 West Pearl Street, P.O. Box 528, Jackson, Wy 83001, in said State, Party of the First Part, in pursuance of a resolution of the directors of said company, and in consideration of the sum of One Hundred Thirteen Thousand and No/100---------- Dollars to it in hand paid by The Florida Group, Inc.and/or The Veterans Administration, Their Respective Sucessons and/or Assigns as their interest may appear, 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 February, in the year One Thousand Nine Hundred and Eighty Six, made by Stanley W. Peters and Nancy Joy Peters, husband and wife, in favor of First Wyoming Bank, N.A. Jackson Hole and conveying the following described property:

Lot 18, Friendly Creek Subdivision, Sublette County, Wyoming

210719

February 24 1986 8:00 A M
Book 45 Mtg PAGE 162
FEES $4.00 Lavon 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 24th day of February, in the year 19 86, in Book 45 of Mortgages, at Page 160, 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 Assistant Vice President, and sealed with its corporate seal, attested by its Executive Secretary, this 14th day of February, 19 86.

First Wyoming Bank, N.A. Jackson Hole

By: _____
Lenny E. Roehrkasse, AVP

FIRST WYOMING BANK, N.A. - JACKSON HOLE CORPORATE SEAL WYOMING

ATTEST:

_____
Joan M. Beck, Executive Secretary

THE STATE OF WYOMING)
) ss
COUNTY OF Teton)

On this 14th day of February, 19 86, before me appeared Lenny E. Roehrkasse, to me personally known, who, being by me duly sworn, did say that he is the Assistant 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 14th day of February, 19 86.

_____
Jenny Curran Notary Public

My Commission Expires: June 25, 1989

JENNY CURRAN NOTARY PUBLIC Teton County State of Wyoming Commission expires June 25, 1989

REL - 101A (2-79)

THIRD MORTGAGE

ROBERT SPRINGMAN and TERRIE SPRINGMAN, husband and wife, of Big Piney, Wyoming, Mortgagors, to secure the payment of $440,000.00 due at the times and in the amounts set out in that certain promissory note of even date herewith, which said note evidences the obligation secured hereby, do hereby mortgage to NUGGET PARTNERSHIP, a Wyoming partnership, of Big Piney, Wyoming the following described real property, situated in the County of Sublette, State of Wyoming, to-wit:

> Lots One (1), Two (2) and Three (3), Block Forty-Nine (49), Townsite of Marbleton, 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.

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

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

In the event that this mortgage shall become in default and suit shall be filed for foreclosure, the mortgagee shall have the right to immediate and exclusive possession of the mortgaged property and to all rents and profits therefrom. Said rents and profits, after costs of upkeep, shall be applied first to the interest due hereunder and then to principal. Said right of possession shall last for so long as the foreclosure is pending and throughout any redemption period if mortgagee is the purchaser at a foreclosure sale.

This is a third mortgage deed and is subject to two prior mortgages on said property.

DATED this 20 day of February, 1986.

Robert Springman — ROBERT SPRINGMAN

Terrie Springman — TERRIE SPRINGMAN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Robert Springman and Terrie Springman this 20 day of February, 1986.

Witness my hand and official seal.

Diane E. Neal
Notary Public

Diane E. Neal — Notary Public — County of Sublette — State of Wyoming — My Commission Expires: June 17, 1986

My Commission Expires

6/17/86

RECORDED February 24 1986 3:45PM
IN BOOK 45 Mtg PAGE 163
FEES $ 4.00 Lois J. Yarkee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Carol A. Cheney, Deputy

210746

163 Released BK. 14 Rel. Pg. 175

164

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles D. Mahoney and JoAnn Mahoney husband and wife, a/k/a Charles D. Mahoney and Jo Ann Mahoney herein designated as Mortgagor, of , County of Sublette , State of Wyoming , to secure the payment of the principal sum of Fifty Thousand and no/100- - - - - - - - - - - - - Dollars ($ 50,000.), with interest as evidenced by a promissory note dated January 17, 1986 herewith to the order of

FIRST WYOMING BANK, N.A.-BIG PINEY

, hereinafter designated Mortgagee, principal and interest payable in one (1) installments of $ each on the first day of each month, beginning on the first day of March 18 , 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
hereby mortgages to said Mortgagee, the following-described real estate situated in County, State of Wyoming, to wit:

The S½ of Lot 15 and all of Lots 16, 17, 18,19, 20, 21, 22, 23, and 24 all in Block 26, Town of Marbleton, Sublette County Wyoming.

210768

RECORDED February 27 1986 3:00 P M
IN BOOK 45 Mtg PAGE 164
FEES $ 8.00 Lora J. Yike COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Mc Lucio

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.

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 JoAnn Mahoney wife of the said Charles D. Mahoney upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 17th day of January, 1986.

In the presence of—

Charles D. Mahoney

JoAnn Mahoney

THE STATE OF WYOMING
} ss:
COUNTY OF SUBLETTE

On this 17th day of January 1986, before me personally appeared Charles D. Mahoney and JoAnn Mahoney to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notary seal, this 17th day of January, A. D. 1986.

(Seal)

My commission expires

September 1, 1989

[redacted] Public.

Frontier Printing & Mailing Co.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That RICHARD R. NOBLE and HELEN LOUISE NOBLE, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of EIGHTEEN THOUSAND SEVEN HUNDRED TEN DOLLARS ($18,710), with interest from date hereof at the rate of NINE PER CENT (9%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable on or before January 15, 1987, DO HEREBY MORTGAGE to CARROLL L. NOBLE and RUTH A. NOBLE, husband and wife, and to the survivor thereof, mortgagees, whose mailing address is Cora, Wyoming 82925, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

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

Section 11 - W/2 NE/4, W/2, W/2 SE/4

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

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

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN EIGHTEEN THOUSAND SEVEN HUNDRED TEN DOLLARS ($18,710) 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

210827

RECORDED March 5th 1986 4:00 P.M.
IN BOOK 45 Mtg PAGE 167
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

Rlsd. Bk 20 Rel. pg 556 10-25-00 167

premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

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

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

DATED this 15th day of January, 1986.

RICHARD R. NOBLE

HELEN LOUISE NOBLE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by RICHARD R. NOBLE and HELEN LOUISE NOBLE, husband and wife, this 15th day of January, 1986.

Witness my hand and official seal.

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

faye Hammons
Notary Public

My commission expires: 11/22/87

170 Rlsd. Bk 18 pg 110

RECORDED March 5 1986 8:00A.M
BOOK 45 Misc PAGE 170
FEE $8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy MacLaurie

210833

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS:

That C. J. HUNT and JACKLIN HUNT, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of ONE HUNDRED TWO THOUSAND FIVE HUNDRED EIGHTY-SEVEN and 23/100 DOLLARS ($102,587.23), with interest from the date hereof at the rate of TEN PER CENT (10%) PER ANNUM, evidenced by one promissory note, of even date herewith, payable in monthly installments of $1,127.73 each, commencing on the 1st day of April, 1986, and continuing on the 1st day of each and every month thereafter succeeding until the entire principal sum and all interest is fully paid, DO HEREBY MORTGAGE to JOEL DUSTIN and ELIZABETH S. DUSTIN, husband and wife, and the survivor thereof, mortgagees, whose mailing address is Daniel, Wyoming 83115, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land described as follows:

Commencing at the quarter section corner in the north boundary of Section 2, Township 33 North, Range 111 West, Sixth Principal Meridian, and running thence S48° 20'W 1200.1 feet to a point, which said point is the initial or descriptive of the real estate hereinafter specifically described;

thence from said initial point south 141 feet to a point;

thence west 300 feet to a point;

thence north 141 feet to a point;

thence east 300 feet to said initial point, the place of beginning;

TOGETHER WITH the frame building situate thereon and known as the "Daniel Store" or the "Daniel Trading Co.";

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO easements and rights of way of record or in actual use for telephone transmission lines, electric transmission lines,

irrigation ditches and canals, and roads and ways, AND SUBJECT FURTHER TO all outstanding mineral interests;

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum NOT LESS THAN THIRTY THOUSAND DOLLARS ($30,000) during the life of this mortgage, in favor of and payable to the mortgagees, and make proof of said insurance as required by mortgagees, and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate;

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagees, their legal representatives or assigns may proceed to foreclose this mortgage by court action, pursuant to law, and sell the above-described real estate, or may proceed to foreclose this mortgage by advertisement and sale of the above-described real estate at public vendue, for cash, according

to Wyoming statutes and the laws governing foreclosure of real estate mortgages by advertisement and sale, and out the proceeds of any such sale shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum, as attorney fees;

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

DATED this 1st day of March, 1986.

C. J. HUNT

JACKLIN HUNT

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by C. J. HUNT and JACKLIN HUNT, husband and wife, this 4th day of March, 1986.

Witness my hand and official seal.

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

Notary Public

My commission expires: 11/22/87

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harry E. aka H.E. Cameron Cameron and Lillian I. Cameron, 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 Four Thousand Eight Hundred Fifty Seven & 18/100 Dollars ($24,857.18), with interest as evidenced by a promissory note dated January 6, 1986 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 57 installments of $ 574.24 each on the ~~first~~ 5th day of each month, beginning on the first day of 5th day of February, 1986, 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 5, 1990, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lots 22, 23, and 24, Block 2, 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.

210834

RECORDED March 5 1986 8:00 AM
IN BOOK 45 Mtg PAGE 173
FEES $8.00 Lois J. Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

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

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

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

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on any interest paying date prior to maturity.

2. That the Mortgagor will 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. 14 Rel @ Pg 566

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 Mo[redacted] or other legal holder thereof, sha[redacted]se its credit ris[redacted]note and all other obligations, d[redacted]r contingent, of any maker or en[redacted]hereof to payee shall become due and payable immediately without notice or demand.

of any ins[redacted] thereof, or any part thereof, or i[redacted]of breach of any covenant or agr[redacted]erein 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 Lillian I. Cameron wife of the said Harry E. Cameron 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 6 th day of January , 1986.

In the presence of—

H E Cameron

Lillian I. Cameron

THE STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

On this 6TH day of January 1986, before me personally appeared H.E. Cameron Lillian I. Cameron 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 6th day of January , A. D. 1986.

(Seal)

My commission expires
September 1, 1989

Notary Public.

Frontier Printing & Mailing Co.
—Cheyenne—

Released Book 15, Page 172 176

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ivan M. James, Jr. and Emma L. James, Husband and Wife, aka Ivan James, and Emma James herein designated as Mortgagor, of Marbleton E. L. J. , County of Sublette , State of Wyoming , to secure the payment of the principal sum of Eighteen Thousand One Hundred and no/100---------- Dollars ($ 18,100.00) with interest as evidenced by a promissory note dated February 18, 1986 herewith to the order of

First Wyoming Bank N.A.-Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

, hereinafter designated Mortgagee, principal and interest payable in 72 installments of $ 387.66 each on the 18th day of each month, beginning on the first day of March , 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 February 18, 1992 , hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

All of the West 50 feet of Lots 16, 17, and 18, Block 27, Marbleton Townsite, Sublette County, Wyoming.

210835

RECORDED March 5 1986 8:00 AM
IN BOOK 45 Mtg PAGE 176
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:

REL-063 (1-[redacted]

[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; mailing, 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 Emma L. James wife of the said Ivan M. James, 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 18th day of February, 19 86

In the presence of—

x Ivan M. James, Jr.

x Emma L. James

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 18th day of February 19 86, before me personally appeared Ivan M. James, Jr. and Emma L. James 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 18th day of February, A. D. 19 86.

(Seal)

My commission expires
Sept [redacted], 1989

Notary Public.

[redacted]

[redacted]

Frontier Printing
—Cheyenne

[redacted] [redacted] [redacted]

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 11, 19 86. The mortgagor is David LeRoy Harshbarger and Sally Jo Harshbarger Husband and Wife ("Borrower"). This Security Instrument is given on First Wyoming Bank, NA Cheyenne, which is organized and existing under the laws of the United States of America, and whose address is 18th and Carey Avenue Cheyenne, Wy 82001 ("Lender"). Borrower owes Lender the principal sum of Seventy Four Thousand and no/100ths---------- Dollars (U.S. $ 74,000.00). 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 April 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:

Lot 34 of the Meadow Canyon Estates, Sublette County, Wyoming

210923

RECORDED March 12 1986 10:30AM
IN BOOK 45 Mtg. PAGE 179
FEES $ 10.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

which has the address of 138 First North Road [Street], Marbleton [City]
Wyoming 83113 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an 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 [redacted] of disbursement at the Note rate and [redacted] payable, with interest, upon notice [redacted] Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successsor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or tranferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, 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 judical sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all right of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider

☐ Graduated Payment Rider ☐ Planned Unit Development Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

David LeRoy Harshbarger (Seal)
DAVID LEROY HARSHBARGER
Borrower

Sally Jo Harshbarger (Seal)
SALLY JO HARSHBARGER
Borrower

ACKNOWLEDGMENT

State of Wyoming, Sublette County ss:

The foregoing instrument was acknowledged before me this March 11, 1986 by
(date)

David LeRoy Harshbarger and Sally Jo Harshbarger, Husband and Wife
(person acknowledging)

My Commission expires: 7/28/88

Edwin R. Adams
Notary Public

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

[redacted] [redacted] [redacted]

JAN 30 '86 SCI

'86 SCI

MORTGAGE

THIS MORTGAGE is made this 17th day of January, 19.86., between the Mortgagor, Lynne Fech and Andrew Fech husband and wife (herein "Borrower"), and the Mortgagee, Western Farm Bureau Service Company, Inc., a corporation organized and existing under the laws of Wyoming, whose address is 406 So. 21st Laramie, Wyoming 82070 (herein "Lender").

WHEREAS, BORROWER is indebted to Lender in the principal sum of 9500.00 Dollars, which indebtedness is evidenced by Borrower's note dated January 17, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 20, 1989;

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

22 East Washington , Hagentstein edition East 1/2 lots, 1,2,3,4, Block 1, Pinedale Wyoming 82941.

210941

RECORDED March 14 1986 8:00 A M
BK 45 MTG PAGE 183
FEE $10.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Shive

which has the address of 22 East Washington (Street), Pinedale (City), Wyoming 82941 (State and Zip Code) (herein "Property Address");

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

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

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

1. **Payment and Principal and Interest.** Borrower shall promptly pay when due the principal of and interest of 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, 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 of 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

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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. NOV 30 '86 SG

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, 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 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 the 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 acquisitions shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acqulsition.

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 condominum 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 condonimum 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 which materially affects Lenders' 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 agreements 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 theron, 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 oustanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

[redacted] [redacted] [redacted]

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

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conection 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 settled 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 or mortgage combines uniform convenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

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

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

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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 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 of 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 Mortgagee; 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 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 this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including but not limited to, reasonable attoney'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 became 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 bond 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 or recordation, if any.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Lynne Fech --Borrower

--Borrower

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

The foregoing instrument was acknowledged before me this January 28, 1986
(date)

Lynne Fech
(person acknowledging)

My Commission expires: April 15, 1988

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

[redacted] CORRI[redacted]E [redacted]

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 (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.

This mortgage is being filed to correct the date of signing and the date of notary of that mortgage dated the day of August 1985 in the amount of $300,000 filed in Book 44 mtg., at page 431, County Clerk's Office, Sublette County, Wyoming on September 23, 1985. The date of signing and notary should read the 14th day of August, 1985.

210946

RECORDED March 14 1986 10:00 A.M.
IN BOOK 45 Mtg PAGE 187
FEES $8.00 Lacy 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:

Rlse - B. 13, P. 288

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 [redacted] come due and payable immedi[redacted] thout notice or demand. [redacted]

[redacted]ole of the then indebtedness secure[redacted], 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 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 24th day of February, 1986

In the presence of—

D & S PARTNERS, a Wyoming General Partnership,

By John I. Dolinar

John I. Dolinar, general partner

THE STATE OF WYOMING
COUNTY OF SWEETWATER } ss:

On this 24th day of February 1986, before me personally appeared John I. Dolinar, general partner, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that D & S Partners executed the same as its 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 24th day of February A. D. 1986.

(Seal)

Susan L. Reed
Notary Public.

My commission expires
October 9, 1988

Frontier Printing & Mailing Co.
—Cheyenne—

190 Released Bk. 14 Pg. 64

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles Porter and Elfreda Porter Husband and Wife herein designated as Mortgagor, of Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Four Thousand Seven Hundred Five & 52/100-------- Dollars ($4,705.52), with interest as evidenced by a promissory note dated February 26, 1986 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 18 installments of $ 294.66 each on the ~~first~~ 26 day of each month, beginning on the ~~first~~ 26 day of March, 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 August 26, 1987, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lot 4, Block 14, Marbleton Townsite, Sublette County, Wyoming

210965

RECORDED March 17 19 86 8:00 AM
IN BOOK 45 Misc PAGE 190
FEES $8.00 Lora 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, 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 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 Elfreda Porter wife of the said Charles Porter 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 February , 19 86

In the presence of—

Charles B. Porter

Elfreda H. Porter

THE STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

On this 26th day of February 1986, before me personally appeared Charles B. Porter and Elfreda H. Porter 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 26th day of February , A. D. 1986 .

(Seal)

My commission expires
September 1, 1989

Notary Public.

Frontier Pr[redacted] Co.

SECOND

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RAY PAPE and MILDRED PAPE, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Six Thousand and N0/100 ($6,000.00) Dollars, due 9/30/86 with interest from 3/6/86 at the rate of sixteen(16%) per cent per annum, payable 9/30/86 ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in one payment of principal together with accrued interest at the rate of 16% per annum; said payment is due and payable in full on 9/30/86; 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 One (1) Anderson Subdivision, Sublette County, Wyoming as the same appears of record on the official map or plat thereof as filed in the Office of the Sublette County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBEJCT 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.

This is a **Second Mortgage** and is secondary and subject to that certain mortgage as signed by the same parties and recorded in the office of the Sublette County Clerk on January 14, 1985 in Book 43 of Mortgages on page 185.

210970
RECORDED March 17, 1986 2:00 P M
IN BOOK 45 Misc PAGE 193
FEES $ 6.00 Lucy Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than 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 6 day of March A. D. 1986.

In the presence of

Ray Pape
RAY PAPE

Mildred Pape
MILDRED PAPE

Release - Book 13, Page 400
9-18-86

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State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Ray Pape and Mildred Pape,

, ,

this 17 day of March, 19 86.

Witness my hand and official seal.

Lynn Alexander
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires
Jan. 2, 1990

Lynn Alexander
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, $

36111
Assignment of Mortgage (Corporation)
****

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC., a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE, in said State, in pursuance of a resolution of the directors of said company, passed on the 2nd day of September, 19 85, of the first part, in consideration of the sum of SEVENTY FIVE THOUSAND AND NO/100---------- Dollars to its in hand paid by Victor Federal Savings & Loan Association whose address is P. O. Box 6031, Gaithersburg, MD 20877 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 16th day of February, in the year One Thousand Nine Hundred and Eighty Four made by Gregory D. Ptasnik, A Single Person in favor of WALLICK AND VOLK, INC. and conveying the

FOLLOWING LEGAL DESCRIPTION

Lot 36, Halfmoon Mountain Subdivision, Fourth Filing, Sublette County, Wyoming

211016

March 20 1986 $1.00
45 Mtg 195
400 Laura J. Yake
[illegible] WYOMING

and which said Mortgage was recorded in the office of THE COUNTY CLERK in the said County of Sublette on the 16th day of February, in the year 1984, in Book 41 of Mortgages, at page 233 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 30th day of November, 19 85.

WALLICK AND VOLK, INC.

Attest: Mavis Erickson

By James D. Volk
JAMES D. VOLK President.

MAVIS ERICKSON Assistant Secretary.

Witness

THE STATE OF WYOMING,
]
] ss.
]

****

State of WYOMING]
] ss.
County of LARAMIE]

The foregoing instrument was acknowledged before me by JAMES D. VOLK, PRESIDENT, WALLICK AND VOLK, INC., this 30th day of NOVEMBER, 19 85.

Witness my hand and official seal.

CYNDY L TATE - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
My Commission Expires 8/26/87

Cyndy L Tate
Signature

NOTARY PUBLIC
Title of Officer

LOIMF Assignment of Mortgage
Rev.(9/85)

195

196

32102
Assignment of Mortgage (Corporation)
****

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC., a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE, in said State, in pursuance of a resolution of the directors of said company, passed on the 2nd day of September, 19 85, of the first part, in consideration of the sum of FIFTY THOUSAND AND NO/100---------- Dollars to its in hand paid by Victor Federal Savings & Loan Association whose address is P. O. Box 6031, Gaithersburg, MD 20877 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 31st day of May, in the year One Thousand Nine Hundred and Eighty Three made by Michael Ray Hughes and Janice I. Hughes, husband and wife in favor of WALLICK AND VOLK, INC. and conveying the

FOLLOWING LEGAL DESCRIPTION

Lots 1, 2, and 3, Block 17, Marbleton Townsite, Sublette County, Wyoming

211017

March 20 1986 8:00 A
45 Fee
4.00 Sara J. Clyde
196

and which said Mortgage was recorded in the office of THE COUNTY CLERK in the said County of Sublette on the Sixth day of June, in the year 1983, in Book 39 mtg of Mortgages, at page 689 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 30th day of November, 19 85.

WALLICK AND VOLK, INC.

Attest: Mavis Erickson

By James D. Volk
JAMES D. VOLK President.

MAVIS ERICKSON Assistant Secretary.

Witness

THE STATE OF WYOMING,
] ss.
]

****

State of WYOMING]
] ss.
County of LARAMIE]

The foregoing instrument was acknowledged before me by JAMES D. VOLK, PRESIDENT, WALLICK AND VOLK, INC., this 30th day of NOVEMBER, 19 85.

Witness my hand and official seal.

M. Kathleen Brown
Signature
7-10-87
NOTARY PUBLIC
Title of Officer

LOIMF Assignment of Mortgage
Rev. (9/85)

33258 [redacted] [redacted] [redacted]
Assignment of Mortgage (Corporation)
****

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC., a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE, in said State, in pursuance of a resolution of the directors of said company, passed on the 2nd day of September, 19 85, of the first part, in consideration of the sum of FIFTY FIVE THOUSAND AND NO/100---------- Dollars to its in hand paid by Victor Federal Savings & Loan Association whose address is P. O. Box 6031, Gaithersburg, MD 20877 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the First day of August, in the year One Thousand Nine Hundred and Eighty Three made by GLENN A. THOMAS AND RITA G. THOMAS, Husband and wife in favor of WALLICK AND VOLK, INC. and conveying the FOLLOWING LEGAL DESCRIPTION

Lots 13, 14, 15, and 16, Block 45, Marbleton Townsite, Sublette County, Wyoming and Transportable Home Known as:
1982 Bainbridge Mobile Home, Vin Kbid Snab 21-3260

21 1018

FILED: March 20 1986 8:00A.M.
IN BOOK 45 Misc. PAGE 197
FEES $ 4.00 Lois A. Tyler COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

and which said Mortgage was recorded in the office of THE COUNTY CLERK in the said County of Sublette on the Fifth day of August, in the year 1983, in Book 40 of Mortgages, at page 202 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 30th day of November, 19 85.

WALLICK AND VOLK, INC.

Attest: Mavis Erickson

By James D. Volk
JAMES D. VOLK President.

MAVIS ERICKSON Assistant Secretary.

Witness

THE STATE OF WYOMING,]
] ss.
]

****

State of WYOMING]
] ss.
County of LARAMIE]

The foregoing instrument was acknowledged before me by JAMES D. VOLK, PRESIDENT, WALLICK AND VOLK, INC., this 30th day of NOVEMBER, 19 85.

Witness my hand and official seal.

CYNDY L. TATE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires 8/26/89

Cyndy L Tate
Signature

NOTARY PUBLIC
Title of Officer

LOIMF Assignment of Mortgage
Rev.(9/85)

197

198

33555

Assignment of Mortgage (Corporation)

****

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC., a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE, in said State, in pursuance of a resolution of the directors of said company, passed on the 2nd day of September, 19 85, of the first part, in consideration of the sum of FORTY THOUSAND AND NO/100---------- Dollars to its in hand paid by Victor Federal Savings & Loan Association whose address is P. O. Box 6031, Gaithersburg, MD 20877 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the First day of September, in the year One Thousand Nine Hundred and Eighty Three made by GALEN EIDEN AND AMY EIDEN, Husband and Wife in favor of WALLICK AND VOLK, INC. and conveying the

FOLLOWING LEGAL DESCRIPTION

SEE EXHIBIT "A"

211019

March 20 1986 8:00 A
45 Mtg
198
6.00 Sara Jo Clark

and which said Mortgage was recorded in the office of THE COUNTY CLERK in the said County of Sublette on the First day of September, in the year 1983, in Book 40 of Mortgages, at page 330 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 30th day of November, 19 85.

WALLICK AND VOLK, INC.

Attest: Mavis Erickson

By James D. Volk
JAMES D. VOLK President.

MAVIS ERICKSON Assistant Secretary.

Witness

THE STATE OF WYOMING,
]
] ss.
]

****

State of WYOMING]
] ss.
County of LARAMIE]

The foregoing instrument was acknowledged before me by JAMES D. VOLK, PRESIDENT, WALLICK AND VOLK, INC., this 30th day of NOVEMBER, 19 85.

Witness my hand and official seal.

CYNDY L. TATE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires 8/20/89

Cyndy L Tate
Signature

NOTARY PUBLIC
Title of Officer

LOIMF Assignment of Mortgage
Rev.(9/85)

[redacted] [redacted] [redacted]

That part of Lot 1 of the Milleg Heights Addition to the Town of Big Piney of record in the office of the Clerk of Sublette County in Book 16 of Misc., on page 386 lying and being situate in the westerly portion of said Lot 1 and part of the SW¼NW¼ of Section 36, T.30N., R.112W., Sublette County, Wyoming described as follows:

Beginning at the northwest corner of said Lot 1 on the southerly right-of-way line of State Highway 350 and identical with a corner of Milleg Lane;
thence N.87°57'E., 76.8 feet along said right-of-way line identical with the north line of said Lot 1 to a corner;
thence S.01°49'E., 200.0 feet to a corner on the south line of said Lot 1 and on the northerly right-of-way line of said Milleg Lane;
thence S.87°57'W., 76.0 feet along said south line and northerly right-of-way line to the southwest corner of said Lot 1;
thence N.02°03'W., 200.0 feet along the west line of said Lot 1 identical to the easterly right-of-way line of said Milleg Lane to the corner of beginning.

200

37267

Assignment of Mortgage (Corporation)

****

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC., a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE, in said State, in pursuance of a resolution of the directors of said company, passed on the 2nd day of September, 19 85, of the first part, in consideration of the sum of SEVENTY FIVE THOUSAND AND NO/100---------- Dollars to its in hand paid by Victor Federal Savings & Loan Association whose address is P. O. Box 6031, Gaithersburg, MD 20877 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 8th day of June, in the year One Thousand Nine Hundred and Eighty four made by William H. Twichell and Lois C. Twichell, Husband and Wife in favor of WALLICK AND VOLK, INC. and conveying the

FOLLOWING LEGAL DESCRIPTION

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

211020

FILED: March 20 1986 8:10 AM
45 Mtg 200
FEES: 4.00 Lucy L. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and which said Mortgage was recorded in the office of THE COUNTY CLERK in the said County of Sublette on the 8th day of June, in the year 1984, in Book 42 of Mortgages, at page 62 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 30th day of November, 19 85.

WALLICK AND VOLK, INC.

Attest: Mavis Erickson

By James D Volk
JAMES D. VOLK President.

MAVIS ERICKSON Assistant Secretary.

Witness

THE STATE OF WYOMING,
] ss.
]

****

State of WYOMING]
] ss.
County of LARAMIE]

The foregoing instrument was acknowledged before me by JAMES D. VOLK, PRESIDENT, WALLICK AND VOLK, INC., this 30th day of NOVEMBER, 19 85.

Witness my hand and official seal.

JONE W. HARVEY - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Dec. 15, 1988

June W Harvey
Signature

NOTARY PUBLIC
Title of Officer

LOIMF Assignment of Mortgage
Rev.(9/85)

37176
Assignment of Mortgage (Corporation)
****

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC., a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE, in said State, in pursuance of a resolution of the directors of said company, passed on the 2nd day of September, 19 85, of the first part, in consideration of the sum of FIFTY THREE THOUSAND AND NO/100---------- Dollars to its in hand paid by Victor Federal Savings & Loan Association whose address is P. O. Box 6031, Gaithersburg, MD 20877 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the Fourth day of June, in the year One Thousand Nine Hundred and Eighty Four made by Michael J. Valent and Barbara B. Valent, Husband and wife in favor of WALLICK AND VOLK, INC. and conveying the

FOLLOWING LEGAL DESCRIPTION

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

211021

RECORDED March 20 1986 8:00 A...
45 Mtg 201
FEES $4.00 Dana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and which said Mortgage was recorded in the office of THE COUNTY CLERK in the said County of Sublette on the Seventh day of June, in the year 1984, in Book 42 of Mortgages, at page 55 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 30th day of November, 19 85.

WALLICK AND VOLK, INC.

Attest: Mavis Erickson
MAVIS ERICKSON Assistant Secretary.

By James D. Volk
JAMES D. VOLK President.

Witness

THE STATE OF WYOMING,
] ss.
]

****

State of WYOMING]
] ss.
County of LARAMIE]

The foregoing instrument was acknowledged before me by JAMES D. VOLK, PRESIDENT, WALLICK AND VOLK, INC., this 30th day of NOVEMBER, 19 85.

Witness my hand and official seal.

CYNDY L. TATE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires 8/26/89

Cyndy L Tate
Signature

NOTARY PUBLIC
Title of Officer

LOIMF Assignment of Mortgage
Rev.(9/85)

201

202

31914
Assignment of Mortgage (Corporation)
****

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC., a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE, in said State, in pursuance of a resolution of the directors of said company, passed on the 2nd day of September, 19 85, of the first part, in consideration of the sum of FORTY EIGHT THOUSAND AND NO/100---------- Dollars to its in hand paid by Victor Federal Savings & Loan Association whose address is P. O. Box 6031, Gaithersburg, MD 20877 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 25th day of May, in the year One Thousand Nine Hundred and Eighty Three made by Samuel J. Pearce and Dianne L. Pearce, husband and wife in favor of WALLICK AND VOLK, INC. and conveying the FOLLOWING LEGAL DESCRIPTION

SEE EXHIBIT "A"

211022

RECORDED March 20 1986 8:44 a.m.
IN BOOK 45 Mtg PAGE 202
FEES $6.00 Dora D. Zbornik COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and which said Mortgage was recorded in the office of THE COUNTY CLERK in the said County of Sublette on the 25th day of May, in the year 1983, in Book 39 mtg of Mortgages, at page 608 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 30th day of November, 19 85.

WALLICK AND VOLK, INC.

Attest: Mavis Erickson

By James D. Volk
JAMES D. VOLK President.

MAVIS ERICKSON Assistant Secretary.

Witness

THE STATE OF WYOMING,
] ss.
County of LARAMIE]

The foregoing instrument was acknowledged before me by JAMES D. VOLK, PRESIDENT, WALLICK AND VOLK, INC., this 30th day of NOVEMBER, 19 85.

Witness my hand and official seal.

Kathleen A. Brown
Signature
7-10-87
NOTARY PUBLIC
Title of Officer

KATHLEEN L. BROWN NOTARY PUBLIC ALBANY COUNTY, WYOMING

LOIMF Assignment of Mortgage
Rev.(9/85)

That part of the NE¼SW¼ of Section 29, Township 34 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming, being and situate northeasterly of the east right of way line of the Pinedale-Cora County Road; and may be secondarily described as:

Beginning at the center one-quarter corner of said Section 29 where is found a flintstone 6" x 6" x 5" above ground marked CEN 29 on N, ℬ on S, in mound of stones;
thence N.89°48'W., 308.5 feet along the east west mid-section line to a point on the east right of way line of said county road;
thence southerly 786.8 feet along the said east right of way line being an arc of a curve with radius of 1597.1 feet to a point;
thence N.00°32'E., 717.5 feet along the north-south mid-section line to the place of beginning.

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertain-

"RE-RECORDED TO CORRECT SPELLING OF ONE WORD IN LEGAL DESCRIPTION" 204

RECORDED March 20 1986 1:30 P M
IN BOOK 45 Mtg PAGE 204
FEES 6.00 Lan J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy Dorothy McClure

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

WYOMING

211025

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 February ,

1986 , Stanley W. Peters and Nancy Joy Peters, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is P. O. Box 460

Big Piney, Wyoming 83113 hereby MORTGAGES

to MORTGAGEE, namely: First Wyoming Bank, N.A. Jackson Hole

whose address is 120 West Pearl Street, P. O. Box 528, Jackson, Wyoming 83001

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

Lot 18, Friendly Creek Subdivision, Sublette County, Wyoming

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

sum of ONE HUNDRED THIRTEEN THOUSAND AND NO/100---------- DOLLARS

($ 113,000.00) with interest at the rate of Ten&One Half per centum (10.50 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of One Thousand Thirty Three and 66/100 DOLLARS

($ 1033.66), commencing on the 1st day of April , 19 86 , 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 March , 2016 . 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.

210718

RECORDED February 24 1986 8:00 A M
IN BOOK 45 Mtg PAGE 160
FEES 6.00 Lan J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy Dorothy McClure

IN WITNESS WHEREOF, the Mortgagor(s) ha ve hereunt[redacted]h e i r hand(s) the day and year [redacted] written.

Stanley W. Peters Mortgagor

Nancy Joy Peters Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF TETON)

On this 14th day of February , 19 86 , before me personally appeared Stanley W. Peters and Nancy Joy Peters, husband and wife , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that th ey executed the same as th e i r free act and deed.

JENNY CURRAN NOTARY PUBLIC
County Wyoming
Commission expires June 25, 1989

Jenny Curran Notary Public

My commission expi[redacted]es on the 29th day of June , 1989 .

206 Released BK 13 Rel. Pg. 559

FOR LENDER USE ONLY

Account Number	Loan Number	Date of Note	Due Date	Principal Amount
		03-17-86	02-28-1991	17,668.08

References above to any particular loan or item do not limit the applicability of this mortgage

MORTGAGE

Borrower: Lester Anderson
Grace B. Anderson
Box 88
Pinedale, WY 82941

Lender: First Interstate Bank of Riverton, N.A.
P. O. Box 233
Riverton, WY 82501

Borrower is the owner of the following-described real property located in the County of Sublette and the State of Wyoming (the "Real Property"):

A tract of land in the NW¼SE¼ of Section 34, Township 34 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming, more particularly described as follows:

Beginning at the Southwest corner of the NW¼SE¼ of Section 34; thence N.00°02'W., along the West side of the NW¼SE¼ a distance of 143.26 feet; thence N.88°48'20"E., a distance of 155.85 feet; thence S.35°07'54"E., a distance of 153.45 feet; thence S.03°59'05"E., a distance of 22.81 feet to a point on the South side of the NW¼SE¼; thence N.89°35'38"W., along the South line of the NW¼SE¼ a distance of 245.63 feet to the point of beginning.

Borrower has agreed to offer the Real Property in support of an obligation of ☐ Borrower ☒ ("Obligor") in the principal amount of $ 17,668.08 on certain terms and conditions. The indebtedness will be evidenced by a promissory note or notes or other credit agreement which, with any notes or other agreement given in renewal of or substitution for the notes originally issued, are called "the Notes." The Notes will mature not later than 02-28-1991.

The term "Indebtedness" as used in this Mortgage shall mean all principal and interest payable under the Notes and any amounts expended or advanced by Lender to discharge obligations of Borrower and expenses incurred by Lender to enforce obligations of Borrower hereunder, as permitted under this Mortgage, together with interest thereon as provided herein.

The "Related Documents", which are executed in connection with this Mortgage, shall mean that certain (check which applies)

- ☐ loan agreement dated
- ☐ security agreement(s) dated
- ☐ other: (specify)

To secure payment of the Indebtedness with interest thereon in strict accordance with the terms of the Notes, or any other agreements evidencing part of the Indebtedness, and to secure performance by Borrower of the covenants contained in this Mortgage and Related Documents, Borrower mortgages and conveys to Lender the Real Property with all appurtenances, all existing or future improvements, all rights relating to the Real Property (including minerals, oil, gas, water, and the like), and all ditch rights (including stock in entities with ditch or irrigation rights). Borrower presently assigns to Lender all of Borrower's right, title, and interest in and to all rents, revenue, income, issues, and profits ("Income") from the Real Property described above. Borrower grants Lender a Uniform Commercial Code security interest in the Income and in all equipment, fixtures, furnishings, and other articles of personal property owned by Borrower, now or subsequently attached or affixed to the Real Property described above, together with all accessions, parts, or additions to, or replacements of, and all substitutions for any such property, and together with all proceeds (including insurance proceeds and refunds of premiums) from any sale or other disposition, (the "Personal Property"). The Real Property and Personal Property are collectively referred to as the "Mortgaged Property."

(Check if applicable): ☐ There is a mobile home on the Real Property, which is covered by this security instrument, and which is and shall remain (check one): ☐ Personal Property. ☐ Real Property.

The term "Borrower" is used in this Mortgage for convenience of the parties, and use of that term shall not affect the liability of any such Borrower on the Note. Any Borrower who co-signs this Mortgage, but does not execute the Note:

(a) is co-signing this Mortgage only to grant and convey that Borrower's interest in the Real Property to Lender under the terms of this Mortgage;
(b) is not personally liable under the Note except as otherwise provided by law or contract; and
(c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Real Property.
(d) acknowledges that Lender would not have entered into the lending relationship relating to the Indebtedness except for reliance upon all of the obligations of all of the Borrowers under this Mortgage.

(Check if applicable): ☐ This Mortgage supports a revolving line of credit, which obligates Lender to make advances to Borrower (or Obligor) so long as Borrower (or Obligor) complies with the terms of the credit agreement.
☒ Indebtedness, as defined above, includes, in addition to the principal amount specified above, any future amounts that Lender may in its discretion loan to Borrower (or Obligor), together with interest thereon.

This Mortgage, including the assignment of Income and the security interest, is given to secure payment of the Indebtedness and performance of all obligations of Borrowers under this Mortgage and is given and accepted on the following terms and conditions:

TERMS AND CONDITIONS

1. **Payment and Performance.** Except as provided above, Borrower will pay to Lender promptly when due all amounts secured by this Mortgage and will strictly perform all obligations imposed upon Borrower by this Mortgage.

2. **Possession and Maintenance of Property.**
2.1 **Possession.** Until in default, Borrower may remain in possession and control of and operate and manage the Mortgaged Property and collect the rents, revenues, income, issues, and profits.
2.2 **Duty to Maintain.** Borrower shall maintain the Mortgaged Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.
2.3 **Waste; Nuisance.** Borrower shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on the Mortgaged Property or any portion thereof, including without limitation, removal or alienation by Borrower of the right to remove any timber, minerals (including oil and gas), or gravel or rock products.
2.4 **Removal of Improvements.** Borrower shall not demolish or remove any Improvements from the Mortgaged Property without the prior written consent of Lender, which will not be withheld if Borrower makes arrangements satisfactory to Lender to replace any Improvement which Borrower proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures, and parking facilities.
2.5 **Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Mortgaged Property at all reasonable times to attend to Lender's interest and inspect the Mortgaged Property.
2.6 **Compliance With Governmental Regulations.** Borrower shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Mortgaged Property. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and Lender's interest in the Mortgaged Property is not jeopardized. Lender may require Borrower to post adequate security (reasonably satisfactory to Lender) to protect Lender's interest.
2.7 **Duty to Protect.** Borrower shall do all other acts, in addition to those set forth in this section, that from the character and the use of the Mortgaged Property are reasonably necessary to protect and preserve the security.

3. **Taxes and** [redacted]

3.1 **Payment.** Borrower shall pay when due all taxes and assessments against the Mortgaged Property and all claims and demands arising from Borrower's use or occupancy of the Mortgaged Property. Borrower shall pay when due before they become delinquent, all taxes and assessments levied against or on account of the Mortgaged Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Mortgaged Property.

3.2 **Protection of the Mortgaged Property.** Borrower shall not permit any lien prior or equal to the lien of this Mortgage to be imposed upon the Mortgaged Property, except for the lien of taxes and assessments not due, except for the prior indebtedness referred to in Section 12 and except as otherwise provided in Section 3.3.

3.3 **Borrower's Right To Contest.** Borrower may withhold payment of any taxes, assessments, claims, or demands, or may elect to contest any lien if Borrower is in good faith conducting appropriate proceedings to contest the obligation to pay and so long as Lender's interest in the Mortgaged Property is not jeopardized. If the Mortgaged Property is subject to a lien which is not discharged within 15 days after the lien arises or, if a lien is filed, within 15 days after Borrower has notice of the filing, Borrower shall deposit with Lender cash, a sufficient corporate surety bond, or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, or attorneys' fees or other charges that could accrue as a result of foreclosure or sale. In any contest Borrower shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Mortgaged Property. Borrower shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

3.4 **Evidence of Payments of Taxes or Assessments.** Borrower shall upon demand furnish to Lender evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Lender at any time a written statement of the taxes and assessments against the Mortgaged Property.

3.5 **Tax Reserves.** Subject to any limitations set by applicable law, Lender may require Borrower to maintain with Lender reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit from Borrower and shall constitute a noninterest-bearing debt from Lender to Borrower, which Lender may satisfy by payment of the taxes and assessments required to be paid by Borrower as they become due. Lender does not hold the reserve funds in trust for Borrower, and Lender is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower.

3.6 **Notice to Lender.** Borrower shall notify Lender at least 15 days before the commencement of any work, the furnishing of any services, or the supplying of any materials to the Mortgaged Property, the cost of which is to exceed $5,000 (if the Real Property is used for nonresidential or commercial purposes or $1,000 if the Real Property is used as a residence), and the nature of which is such that a construction lien might be asserted on account of the work, services, or materials. Borrower will on request furnish to Lender advance assurances satisfactory to Lender that it can and will pay the costs of such Improvements.

4. **Warranties of Borrower.**

4.1 **Title.** Borrower warrants that Borrower holds merchantable title to the Mortgaged Property in fee simple, free of all encumbrances other than those enumerated in the title policy or report, if any, issued for the benefit of the Lender in connection with this transaction and accepted by the Lender or as set forth in Section 12.

4.2 **Defense of Title.** Subject to the exceptions in the paragraph above, Borrower warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Borrower's title or the interest of the Lender under this Mortgage, Borrower shall defend the action at Borrower's expense.

4.3 **Compliance with Laws.** Borrower warrants that its use of the Mortgaged Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

5. **Casualty Insurance.**

5.1 **Maintenance of Casualty Insurance.** Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurance value basis covering all Improvements on the Mortgaged Property in an amount sufficient to avoid application of any coinsurance clause and with Borrower's loss payable clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Borrower shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days' prior written notice to Lender.

5.2 **Borrower's Report on Insurance.** If the Mortgaged Property is not used as Borrower's residence, Borrower shall furnish to Lender within 60 days after the close of its fiscal year, a report on each existing policy of insurance showing:

(a) the name of the insurer;
(b) the risks insured;
(c) the amount of the policy;
(d) the property insured, the then current replacement value of the property, and the manner of determining that cost; and
(e) the expiration date of the policy.

Borrower shall upon request have an independent appraiser satisfactory to Lender determine the replacement value of the Mortgaged Property at Borrower's expense.

5.3 **Application of Proceeds.** Borrower shall promptly notify Lender of any loss or damage to the Mortgaged Property. Lender may make proof of loss if Borrower fails to do so within 15 days of the casualty. Lender may, at its election, apply the proceeds to the reduction of the Indebtedness or the restoration and repair of the Mortgaged Property. If Lender elects to apply the proceeds to restoration and repair, Borrower shall repair and/or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration if Borrower is not in default hereunder. Any proceeds which have not been paid within 180 days after their receipt and which Borrower has not committed to the repair or restoration of the Mortgaged Property shall be used to prepay first accrued interest and then principal of Borrower's Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to the Borrower.

5.4 **Insurance Reserves.** Subject to any limitations set by applicable law, Lender may require Borrower to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments of a sum estimated by Lender to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit from Borrower and shall constitute a noninterest-bearing debt from Lender to Borrower, which Lender may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Lender does not hold the reserve funds in trust for Borrower, and Lender is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

6. **Imposition of Tax by State.**

6.1 **State Taxes Covered.** This section shall apply to the following state taxes:

(a) A specific tax on mortgages or any part of the indebtedness secured by a mortgage or security agreement.
(b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments on the mortgage.
(c) A tax on mortgaged property chargeable against the mortgagee or holder of the note secured by the mortgage.
(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by mortgagors.

6.2 **Effect of Taxes.** If any state tax to which this section applies is enacted after the date of this Mortgage, this shall constitute an event of default unless the following conditions are met:

(a) Borrower may lawfully pay the tax or charge imposed by the state tax, and
(b) Borrower pays or offers to pay the tax or charge within 30 days after notice from Lender that the tax law has been enacted.

7. **Construction Loan.** If some or all of the proceeds of the loan creating the Indebtedness is to be used to construct or complete construction of any Improvements on the Mortgaged Property, the Improvements shall be completed within six (6) months from the date of this Mortgage and security agreement and Borrower shall pay all costs and expenses in connection with the work. Lender, at its option, may disburse loan proceeds under such terms and conditions as Lender may deem necessary to insure that the lien of this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

8. **Due on Sale. Consent by Lender.** Lender may, at its option declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer of all or any part of the Real Property without the Lender's prior written consent. A "sale or transfer" means the conveyance of the Real Property or any right, title, or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, instalment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease option contract, or any other method of conveyance of real property interests. If Borrower is a corporation, "transfer" also includes any change in ownership of more than 25 percent of the voting stock of Borrower. If Borrower or any prospective transferee applies to Lender for consent to a transfer, Lender may require such information concerning the prospective transferee as would normally be required from the new loan applicant. Consent by lender to one transfer shall not constitute consent to other transfers or a waiver of this section.

9. **Events of Default.** The following shall constitute events of default:

(a) Failure of Borrower or Obligor to make any payment required under the Notes when due.
(b) Failure of Borrower to make any payment required under this Mortgage when due.
(c) Failure of Borrower to perform any other obligation contained in this Mortgage if:
    (1) Lender has sent to Borrower a written notice of the failure and the failure has not been cured within 15 days of the notice, or if the default cannot be cured within 15 days, Borrower has not commenced curative action or is not diligently pursuing such curative action; or
    (2) Borrower has given notice of a breach of the same provisions of this Mortgage within the preceding 12 months.
(d) Failure of Borrower within the time required by this Mortgage to make any payment for taxes, insurance, or for any other payment necessary to prevent filing of or to effect discharge of any lien.
(e) Dissolution or termination of existence (if Borrower is a corporation), insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditor by, the commencement of any proceeding under any bankruptcy or insolvency laws by or against, or failure to obtain dismissal or deny the contents of any petition filed under any bankruptcy or insolvency laws within the time required to answer by, Borrower or any of the individuals or entities who are herein collectively referred to as "Borrower."

any prior lien. 208

(g) If the Real Property has been submitted to unit ownership pursuant to a unit ownership law or any similar law, failure of Borrower to perform any of the obligations imposed on Borrower by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder. If Borrower's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure of Borrower to perform any of the obligations imposed on him by the lease of the Real Property from its owner, any default from such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Borrower, as a member of an association of unit owners, to take any reasonable action within Borrower's power to prevent a default under such lease by the association of unit owners or by any member of the association.

(h) If the interest of Borrower in the Real Property is a leasehold interest, and a default by Borrower under the terms of the lease, or any other event (whether or not the fault of Borrower) results in the termination of Borrower's leasehold rights.

(i) Any breach by Borrower under the terms of any other agreement between Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness of Borrower to Lender, whether made now or later.

(j) If Lender reasonably deems itself insecure.

10. **Rights and Remedies on Default.**

10.1 **Remedies.** Upon the occurrence of any event of default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies in addition to any other remedy which may be available at law, in equity, or otherwise:

(a) Lender may declare the entire amount owed by Borrower and/or Obligor, including any prepayment penalty which is required to be paid, immediately due and payable.

(b) Lender may have a receiver appointed as a matter of right or may exercise all rights of a receiver as a lender-in-possession.

(c) Lender may, either through a receiver or as a lender-in-possession, take possession of all or any part of the Mortgaged Property, which shall be peaceably surrendered by Borrower.

(d) Lender shall have the right without notice to Borrower, to take possession of the Mortgaged Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user to make payments of rent or use fees directly to Lender. If Income is collected by Lender, then Borrower irrevocably designates Lender as Borrower's attorney in fact to endorse instruments received in payment thereof in the name of Borrower and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either personally, by agent, or through a receiver.

(e) Lender may obtain a decree foreclosing Borrower's interest in all or any part of the Mortgaged Property.

(f) If permitted by applicable law, Lender may foreclose Borrower's interest in all or any part of the Mortgaged Property by nonjudicial sale.

(g) If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

(h) With respect to any part of the Mortgaged Property that is Personal Property, Lender may exercise the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Personal Property is located.

10.2 **Receiver.** Lender shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Mortgaged Property exceeds the amount of the Indebtedness, and any receiver appointed may serve without bond. Employment by Lender shall not disqualify a person from serving as receiver.

10.3 **Rights of Receiver or Lender-in-Possession.** Upon taking possession of all or any part of the Mortgaged Property the receiver or Lender may:

(a) Use, operate, manage, control, and conduct business on the Mortgaged Property and make expenditures for all maintenance and improvements as in its judgment are proper;

(b) Collect all rents, revenues, income, issues, and profits from the Mortgaged Property and apply such sums to the expenses of use, operation, and management;

(c) At Lender's option, complete any construction in progress on the Mortgaged Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Lender deems appropriate.

If the revenues produced by the Mortgaged Property are insufficient to pay expenses, the receiver may borrow, from Lender or otherwise, or Lender may borrow or advance such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Mortgage. The amounts borrowed or advanced shall bear interest at the highest rate then being charged on any of the Indebtedness from the date of expenditure until repaid and shall be payable by Borrower to Lender on demand.

10.4 **Manner of Nonjudicial Sale.** In exercising the remedies provided in paragraphs 10.1(f) and (h), Lender may sell all or any part of the Mortgaged Property as a whole or in parcels. Lender may bid at any public sale on all or any portion of the Mortgaged Property. Lender shall give Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Mortgaged Property is to be made, and notice given at least 10 days prior to the time of the sale or other disposition shall be conclusively presumed to be reasonable. A public sale conducted in the following fashion shall be conclusively presumed to be reasonable if:

(a) Notice is given at least 10 days prior to the date of sale by publication once in a newspaper of general circulation published in the county in which the sale is to be held;

(b) The sale is held in a county in which the Mortgaged Property or any part is located or in a county in which Borrower has a place of business;

(c) Payment is required to be in cash or by certified check immediately following the close of the sale, except that if Lender bids it need not actually make payment;

(d) The sale is by auction, but it need not be by a professional auctioneer;

(e) The Mortgaged Property is sold as is and without any preparation for sale by Lender.

10.5 **Election of Remedies.** Election by Lender to pursue one remedy shall not exclude resort to any other remedy, and all remedies of Lender under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation under paragraph 11.7 shall neither prejudice Lender's right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided in this section.

10.6 **Application of Proceeds from Mortgaged Property.** All proceeds realized from the exercise of Lender's rights and remedies shall be applied as follows:

(a) To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs of expenses of any receiver or lender-in-possession, and the costs and expenses provided for in paragraph 11.3;

(b) To pay all amounts owed by Borrower payment of which is secured by this Mortgage;

(c) The overplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by a judicial proceeding, otherwise to the person or persons legally entitled thereto.

11. **Miscellaneous.**

11.1 **Notices.** Any notice under this Mortgage shall be in writing. Any notice to be given or document to be delivered under this Mortgage shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address specified in this Mortgage. Either party may by written notice to the other designate a different address.

11.2 **Annual Reports.** If the Mortgaged Property is not a single family residence, Borrower shall within 60 days following the close of each fiscal year of Borrower, furnish to Lender a statement of net operating income received from the Mortgaged Property during Borrower's previous fiscal year in such detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Mortgaged Property less all cash expenditures made in connection with the operation of the Mortgaged Property.

11.3 **Attorney Fees; Expenses.** In the event that Lender shall take any action, judicial or otherwise, to enforce the Notes, other portions of the Indebtedness, or any provision of this Mortgage, or if Lender shall be required to appear in any proceeding to protect and maintain the priority of this Mortgage, Lender shall be entitled to recover from Borrower all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors' reports, costs of appraisals, and attorneys' fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any efforts of Lender to collect the Indebtedness or enforce this Mortgage. Borrower shall reimburse Lender for expenses so incurred on demand with interest thereon at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid.

11.4 **Waiver, Election of Remedies.** A waiver by any party of a breach of the provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Borrower under this Mortgage after failure of Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

11.5 **Successors and Assigns.** Subject to section 8, this Mortgage shall be binding on and inure to the benefit of the successors and assigns of both Borrower and Lender. If ownership of the Mortgaged Property becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Mortgage and the Indebtedness by way of forebearance or extension without releasing Borrower from the obligations of this Mortgage or liability under the Indebtedness.

11.6 **Time of Essence.** Time is of the essence of this Mortgage.

11.7 **Lender's Right to Perform Obligations of Borrower.** If Borrower fails to perform any obligation required of it under this Mortgage, Lender without notice may take any steps necessary to remedy such failure. Borrower shall reimburse Lender for all amounts expended in so doing on demand with interest at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid. Such action by Lender shall not constitute a waiver of the default or of any other right or remedy which Lender may have on account of Borrower's default.

11.8 **Security Agreement; Financing Statements.** This instrument shall constitute a security agreement under the Uniform Commercial Code with respect to any Personal Property included in the Mortgaged Property and the rents, revenues, income, issues and profits therefrom (the "Collateral"). Upon request by Lender, Borrower shall promptly execute the necessary financing statements in the form required by the Uniform Commercial Code in effect in the state in which the Collateral is located and shall file the statements at Borrower's expense in all public offices where filing is required to perfect security interests of Lender in the Collateral. Lender may, at any time and at its option without further authorization from Borrower, file copies of this instrument as financing statements. Borrower will reimburse Lender for all its expenses incurred in perfecting or continuing this security interest. Upon default Borrower shall, within three days after receipt of written demand from Lender, assemble the Collateral and make it available to Lender at a place designated by Lender.

[redacted] [redacted] [redacted]

11.9 **Mobile Homes.** If the Mortgaged Property includes mobile homes, modular homes, or similar structures, such shall be and shall remain personal property or real property as stated above, regardless of whether such structures are affixed to the Real Property, and irrespective of the classification of such structures for the purpose of tax assessments. The removal or addition of axles or wheels, or the placement upon or removal from a concrete base, shall not alter the characterization of such structures.

11.10 **Release on Full Performance.** If Borrower and/or Obligor pays the full Indebtedness when due and performs all obligations under this Mortgage, Lender shall, if requested, execute and deliver to Borrower a suitable satisfaction of this Mortgage.

11.11 **Use.** THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH APPROPRIATE CITY OR COUNTY DEPARTMENTS TO VERIFY APPROVED USES.

11.12 **Applicable Law.** This Mortgage has been executed and delivered to Lender and all payments are to be made to Lender. The laws of the state in which Lender is located shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Mortgaged Property is located, determining the rights and remedies of Lender on default. The law of the state where the Mortgaged Property is located shall control whether the Mortgaged Property may be sold without judicial foreclosure.

11.13 **Waiver of Homestead.** Borrower waives any rights under homestead or similar laws that may affect the Mortgaged Property, and Borrower agrees that the lien of this Mortgage is superior to any homestead exemption or similar right Borrower may have.

11.14 **Multiple Parties.** If there is more than one Borrower, the obligations imposed upon Borrower under this Mortgage shall be joint and several.

12. **Prior Indebtedness.**

12.1 **Prior Lien.** The lien securing the Indebtedness secured by this Mortgage is and remains secondary and inferior to the lien securing payment of a prior obligation in the form of a:

(Check which applies:)

☐ Trust Deed ☐ Other (Specify) _____

☐ Mortgage _____

☐ Land Sale Contract _____

The prior obligation has a current principal balance of not more than $ _____, and is in the original principal amount of $ _____. Borrower expressly covenants and agrees to pay or see to the payment of the prior indebtedness and to prevent any default thereunder.

12.2 **Default.** If the payment of any instalment of principal or any interest on the prior indebtedness is not made within the time required by the note evidencing such indebtedness, or should an event of default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then the Indebtedness secured by this Mortgage shall, at the option of Lender, become immediately due and payable, and this Mortgage shall be in default.

12.3 **No Modification.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Borrower shall neither request nor accept any future advances under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

3-17-86 X Lester Anderson
Date Borrower Lester Anderson

3-17-86 X Grace B. Anderson
Date Borrower Grace B. Anderson

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
County of SUBLETTE)

On this day personally appeared before me Lester Anderson and Grace B. Anderson

to me known to be (or in California personally known to me or proved to me on the basis of satisfactory evidence to be) the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they/he signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 17th day of March, 19 86.

BY Edwin R. Adams Residing at Pinedale, Wyoming 82941

Notary Public in and for the state of: Wyoming My commission expires July 28, 1988

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

CORPORATE/PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 19 ___, before me _____,

_____, personally appeared and known to me to be (or in California personally known to me or proved to me on the basis of satisfactory evidence to be) authorized agents of the corporation (or if a partnership, member(s) of the partnership) that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation (or partnership), by authority of its bylaws or by resolution of its board of directors (or if a partnership, by authority of the partnership agreement), for the uses and purposes therein mentioned, and an oath stated that he was/were authorized to execute and in fact executed this instrument on behalf of the corporation (or partnership).

BY _____ Residing at _____

Notary Public in and for the state of: _____ My commission expires _____

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RECORDED March 21 19 86 3:00 PM
IN BOOK 45 Mtg PAGE 206
FEES $ 10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

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Loan #6785-Sublette

Farm Loan Mortgage

STATE OF WYOMING

Wyoming Farm Loan Board

THIS MORTGAGE made this 21st day of March, 19 86, between LESTER W. ANDERSON AND GRACE B. ANDERSON, also known as GRACE ANDERSON, husband and wife - - - - - - - - AND TY WILLIAM ANDERSON AND ALLISON ANDERSON, husband and wife- - - - - - - - -

[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 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.

(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.

Lester W. Anderson
Lester W. Anderson

Grace B. Anderson
Grace B. Anderson, his wife

**See below

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Lester W. & Grace B. Anderson and Ty William & Allison Anderson this 21ST day of MARCH, 1986.

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: 7/28/88

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

**

Ty William Anderson
Ty William Anderson

Allison Anderson
Allison Anderson, his wife

TRACT NO. 1:

[redacted] TOWNSHIP 34 NORTH, RANGE 109 WEST OF THE [redacted].M., SUBLETTE COUNTY, WYOMI[redacted]

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

TRACT NO. 2:

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

SECTION 34: NE¼SE¼, S½SE¼.

TRACT NO. 3:

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

SECTION 2: SW¼;
SECTION 11: NW¼.

214

Release BK. 14 Rel. Pg. 376

211065

RECORDED March 24 1986 10:00 AM
IN BOOK 45 Misc PAGE 214
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 5, 19 86. The mortgagor is Walter R. Andrew and Kristine Andrew, 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 March 1, 2001. 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 SW¼NE¼ of Section 27, Township 34 North, Range 111 West of the 6th Principal Meridian, Sublette County, Wyoming and more particularly described as follows:

Beginning at a point which bears S.13°54'15"E., a distance of 1457.84 feet from the north quarter corner of said Section 27;

Thence from said point of beginning N.89°16'51"E., a distance of 651.66 feet;

Thence S.00°43'09"E., a distance of 281.94 feet;

Thence S.80°09'46"W. along the north right-of-way line of State Highway 354, a distance of 660.00 feet;

Thence N.00°43'09"W., a distance of 386.52 feet to the point of beginning.

which has the address of 50 W. Wyo. Hwy. 354 [Street], Daniel [City], Wyoming 83115 [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]

[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.

Walter R. Andrew .....(Seal)
Walter R. Andrew —Borrower

Kristine Andrew .....(Seal)
Kristine Andrew —Borrower

[Space Below This Line For Acknowledgment]

STATE OF Wyoming }
COUNTY OF Sweetwater } SS:

The foregoing instrument was acknowledged before me this March 5, 1986
(date)

by Walter R. Andrew and Kristine Andrew
(person(s) acknowledging)

My Commission expires: 8/08/87

SWEETWATER COUNTY NOTARY PUBLIC

Notary Public (SEAL)

This instrument was prepared by.....

44770

Released BK 218 Pg. 121

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 SCOTT A. SCHERBEL AND ELSA A. SCHERBEL, husband and wife herein designated as Mortgagor, of 1425 PINEY DRIVE, BIG PINEY, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of ---SIXTY NINE THOUSAND TWO HUNDRED FIFTY AND NO/100---------- Dollars ($ 69,250.00), with interest at the rate of NINE AND ONE HALF per centum (9.500 %) per annum as evidenced by a promissory note of even date herewith to the order of TETON MORTGAGE COMPANY, INCORPORATED, 140 SOUTH CACHE STREET, JACKSON, WYOMING 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 EIGHTY TWO AND 29/100---------- Dollars ($ 582.29), commending on the first day of MAY, 1986, 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 APRIL, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in TETON County, State of Wyoming, to wit:

LOT 3 OF THE GUIO THIRD ADDITION TO THE TOWN OF BIG PINEY, SUBLETTE COUNTY, WYOMING

211067

RECORDED March 24 19 86 11:45 AM
IN BOOK 45 Mtg PAGE 218
FEES $ 8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he/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. * [illegible] See below

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 (rust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums,

*Privilege is reserved to pay the debt, in whole or in part, on any installment due date[illegible]

(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 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. 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 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 ELSA A. SCHERBEL wife of the said SCOTT A. SCHERBEL 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 19th day of MARCH , 19 86

In the presence of—

Sally M. Johnson

Scott A. Scherbel
SCOTT A. SCHERBEL

Elsa A. Scherbel
ELSA A. SCHERBEL

THE STATE OF WYOMING }
} ss.
COUNTY OF TETON }

On this 19th day of MARCH , 19 86 , before me personally appeared SCOTT A. SCHERBEL AND ELSA A. SCHERBEL 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 seal, this 19th day of MARCH , A.D. 19 86

CLAIRE K. ABRAMS NOTARY PUBLIC
Teton County State of Wyoming
(SEAL)
Commission expires July 18, 1988

My commission expires July 18, 1988

Claire K. Abrams
CLAIRE K. ABRAMS 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

By
Deputy

Fee: $

U.S. GOVERNMENT PRINTING OFFICE - 1980-682 321

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

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 Scott A. Scherbel and Elsa A. Scherbel and appears recorded in book 145 of mortgages, beginning on page 218 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 3 of the GUIO Addition to the Town of Big Piney, Sublette County, Wyoming

21068

RECORDED March 24 1986 11:45AM
IN BOOK 145 Mtg PAGE 221
FEES $6.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 19th day of March, 1986.

Dale Barlage, Board Chairman

By Stephen M. Walsh

Attest

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 19th day of March 1986.

Witness My hand and official seal.

Notary Public
My Commission expires: April 14 1986

**Doing business without a corporate seal

222

Rlsd BK 19 Rel pg 239 7-16-98

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Albert A. & Judith C. Etcheverry
(husbnad & wife)
herein designated as Mortgagor, of Rock Springs, , County of
Sweetwater , State of Wyoming , to secure the payment of the principal
sum of Forty Thousand Six Hundred Twenty Six and 00/100----- Dollars ($ 40,626.00),
with interest as evidenced by a promissory note dated March 3, 1986 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 One installments of $ 40,626.00 plus ~~and~~ ~~the~~ interest ~~day~~ ~~of~~ ~~each~~
~~month, beginning~~ on the 3rd day of March , 1987 , 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 March 3, 1987
hereby mortgages to said Mortgagee, the following-described real estate, situated in
County, State of Wyoming, to wit:

TOWNSHIP 30 NORTH, RANGE 104 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING.

Section 20 : S½SW¼.

211103

RECORDED March 25 1986 8:00 A.M.
IN BOOK 45 Mtg PAGE 222
FEES $8.00 Lois J Yoder 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 Judith C. Etcheverry wife of the said Albert A. Etcheverry 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 March , 19 86.

In the presence of—

Albert A. Etcheverry

Judith C. Etcheverry

STATE OF WYOMING } ss.
COUNTY OF Sweetwater }

The foregoing instrument was ackowledged before me this 3rd day of March , 1986.
By Albert A. Etcheverry and Judith C. Etcheverry (husband & wife)

Witness my hand and official seal.

SANDRA KAY PLACE NOTARY PUBLIC SWEETWATER CO. WYOMING

Sandra Kay Place Kesson
Notary Public

My Commission Expires: May 29, 1988.

STATE OF WYOMING } ss.
COUNTY OF Sweetwater }

The foregoing instrument was ackowledged before me this 3rd day of March, 1986.

Witness my hand and official seal.

Sandra Kay Place Kesson
Notary Public

My Commission Expires: May 29, 1988.

PACIFICORP

(formerly Pacific Power & Light Company)

TO

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

(formerly Guaranty Trust Company of New York)

AND

R. E. SPARROW

(successor to Oliver R. Brooks and Wesley L. Baker),

As Trustees under Pacific Power & Light Company's Mortgage and Deed of Trust, Dated as of July 1, 1947

Fortieth Supplemental Indenture

Dated as of March 1, 1986

211148

RECORDED March 27 1986 8:00 AM
IN BOOK 45 Misc PAGE 225
FEES $ 7.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

FORTIETH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of March, 1986, made and entered into by and between PACIFICORP (formerly known as PACIFIC POWER & LIGHT COMPANY), a corporation of the State of Maine, whose post office address is 851 SW Sixth Avenue, Portland, Oregon 97204 (hereinafter sometimes called the Company), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a New York trust company, whose post office address is 30 West Broadway, New York, N.Y. 10015 (hereinafter sometimes called the Corporate Trustee), and R. E. SPARROW (successor to Oliver R. Brooks and Wesley L. Baker), whose post office address is 496 Dorchester Road, Ridgewood, New Jersey 07450 (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of July 1, 1947 (hereinafter called the Mortgage), executed and delivered by Pacific Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called the Fortieth Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage was or is to be recorded in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Fortieth Supplemental Indenture is to be recorded; and

WHEREAS by the Mortgage the Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired, made or constructed and intended to be subject to the lien thereof; and

WHEREAS the Company executed and delivered to the Trustees its Supplemental Indentures as follows:

	Dated as of		Dated as of
First	April 1, 1950	Twenty-first	November 1, 1969
Second	March 1, 1952	Twenty-second	July 1, 1970
Third	September 1, 1952	Twenty-third	February 1, 1971
Fourth	April 1, 1954	Twenty-fourth	October 1, 1971
Fifth	August 1, 1954	Twenty-fifth	October 1, 1972
Sixth	October 1, 1955	Twenty-sixth	January 1, 1974
Seventh	January 1, 1957	Twenty-seventh	October 1, 1974
Eighth	September 1, 1957	Twenty-eighth	May 1, 1975
Ninth	January 1, 1958	Twenty-ninth	January 1, 1976
Tenth	July 1, 1958	Thirtieth	July 1, 1976
Eleventh	September 1, 1960	Thirty-first	December 1, 1976
Twelfth	June 22, 1961	Thirty-second	January 1, 1977
Thirteenth	April 1, 1962	Thirty-third	November 1, 1977
Fourteenth	December 1, 1962	Thirty-fourth	April 1, 1979
Fifteenth	April 1, 1963	Thirty-fifth	October 1, 1980
Sixteenth	August 1, 1963	Thirty-sixth	March 1, 1981
Seventeenth	October 1, 1964	Thirty-seventh	October 15, 1981
Eighteenth	October 1, 1965	Thirty-eighth	August 1, 1982
Nineteenth	December 15, 1967	Thirty-ninth	April 1, 1983;
Twentieth	May 1, 1969		
and			

WHEREAS the First through Thirty-ninth Supplemental Indentures were or are to be filed for record and were or are to be recorded and indexed as a mortgage of both real and personal property in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Fortieth Supplemental Indenture is to be recorded; and

WHEREAS an instrument, dated as of March 12, 1958, was executed by the Company appointing Wesley L. Baker as Co-Trustee in succession to said Oliver R. Brooks, resigned, under the Mortgage and by Wesley L.

Baker accepting the appointment as Co-Trustee under the Mortgage in succession to the said Oliver R. Brooks, which instrument was or is to be recorded in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Fortieth Supplemental Indenture is to be recorded; and

WHEREAS in the Twenty-first Supplemental Indenture, Wesley L. Baker resigned as Co-Trustee and R. E. Sparrow was appointed successor Co-Trustee; and

WHEREAS in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and

WHEREAS the Company has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, bonds entitled and designated First Mortgage Bonds, of the Series and in the principal amounts as follows:

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
1. First—3¼%	1977	$38,000,000	$ 0
2. Second—3%	1980	9,000,000	0
3. Third—3⅝%	1982	12,500,000	0
4. Fourth—3¾%	9/1/1982	7,500,000	0
5. Fifth—3⅜%	1984	8,000,000	0
6. Sixth—3½%	8/1/1984	30,000,000	0
7. Seventh—3⅝%	1985	10,000,000	0
8. Eighth—5⅜%	1987	12,000,000	0
9. Ninth—5¾%	9/1/1987	20,000,000	0
10. Tenth—4¼%	1988	15,000,000	14,900,000
11. Eleventh—4⅜%	7/1/1988	20,000,000	17,675,000
12. Twelfth—5⅛%	1990	20,000,000	14,271,000
13. Thirteenth—4¾%	1992	35,000,000	26,696,000
14. Fourteenth—4½%	12/1/1992	32,000,000	24,405,000
15. Fifteenth—3⅝%	11/1/1974	11,434,000	0
16. Sixteenth—3⅝%	4/1/1978	4,500,000	0
17. Seventeenth—3⅜%	8/1/1979	4,951,000	0

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
18. Eighteenth—4⅛%	6/1/1981	5,849,000	0
19. Nineteenth—4⅛%	10/1/1982	6,157,000	0
20. Twentieth—3¾%	3/1/1984	8,659,000	0
21. Twenty-first—4⅜%	5/1/1986	14,454,000	14,454,000
22. Twenty-second—4⅝%	1993	30,000,000	19,666,000
23. Twenty-third—4⅝%	1994	30,000,000	21,946,000
24. Twenty-fourth—5%	1995	30,000,000	22,042,000
25. Twenty-fifth—8%	1999	25,000,000	23,400,000
26. Twenty-sixth—8¾%	11/1/1999	20,000,000	20,000,000
27. Twenty-seventh—9⅝%	2000	25,000,000	24,310,000
28. Twenty-eighth—7⅞%	2001	40,000,000	37,698,000
29. Twenty-ninth—8%	10/1/2001	35,000,000	32,940,000
30. Thirtieth—7¾%	2002	30,000,000	28,534,000
31. Thirty-first—8⅜%	2004	60,000,000	52,695,000
32. Thirty-second—9⅞%	1983	70,000,000	0
33. Thirty-third—10¾%	1990	60,000,000	21,207,000
34. Thirty-fourth—10%	2006	75,000,000	72,770,000
35. Thirty-fifth—7¾%	7/1/2006	35,000,000	22,485,000
36. Thirty-sixth—8⅝%	12/1/2006	50,000,000	45,075,000
37. Thirty-seventh—6⅜%	1/1/2007	17,000,000	8,190,000
38. Thirty-eighth—8⅞%	11/1/2007	100,000,000	93,345,000
39. Thirty-ninth—10¼%	2009	100,000,000	98,100,000
40. Fortieth—14¾%	2010	50,000,000	0
41. Forty-first—15⅝%	1991	75,000,000	0
42. Forty-second—18%	10/15/1991	100,000,000	50,000,000
43. Forty-third—Adjustable Rate	11/1/2002	50,000,000	50,000,000
44. Forty-fourth—12⅝%	2013	100,000,000	100,000,000

WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds, if any, of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such series may also contain such provisions not inconsistent with the provisions of the Mortgage, as supplemented, as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage, as supplemented; and

WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, as supplemented, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may (in lieu of establishment by Resolution as provided in Section 8 of the Mortgage) establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage, as supplemented, shall be situated; and

WHEREAS the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 120 of the Mortgage) to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS the execution and delivery by the Company of this Fortieth Supplemental Indenture, and the terms of the bonds of the Forty-fifth Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That PacifiCorp, in consideration of the premises and of One Dollar ($1) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect, and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the lien of the Mortgage on certain after acquired property, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto R. E. Sparrow and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York, as Trustee under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Thirty-ninth Supplemental Indenture, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (I) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including the properties described in Article III hereof, and including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power

houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas, and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wheresoever situated.

And the Company does hereby confirm that the Company will not cause or consent to a partition, either voluntarily or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common, except as permitted by and in conformity with the provisions of the Mortgage and particularly of Article XI thereof.

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforementioned property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of subsection (I) of Section 87 of the Mortgage, all the property, rights and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, and as fully embraced within the lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of the Mortgage, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business; fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the Company's contractual rights or other interest in or with respect to tires not owned by the Company; (4) the last day of the term of any lease or leasehold which may be or become subject to the lien of the Mortgage; (5) electric energy, gas, steam, water, ice, and other materials or products generated, manufactured, stored, produced, purchased or acquired by the Company for sale, distribution or use in the ordinary course of its business; all timber, minerals, mineral rights and royalties and all Natural Gas and Oil Production Property, as defined in Section 4 of the Mortgage; and (6) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent

permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto R. E. Sparrow and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York, as Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as heretofore supplemented, this Fortieth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as heretofore supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustees by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successor or successors in such trust under the Mortgage, as follows:

ARTICLE I.

Forty-fifth Series of Bonds.

Section 1. There shall be a series of bonds designated "8⅝% Series due March 1, 1996" (herein sometimes referred to as the "Forty-fifth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Forty-fifth Series shall mature on March 1, 1996 and shall be issued as fully registered bonds in the denomination of One Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of eight and five-eighths per centum (8⅝%) per annum, payable semi-annually on September 1 and March 1 of each year; and the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Bonds of the Forty-fifth Series shall be dated as in Section 10 of the Mortgage provided.

The Company reserves the right to establish, at any time, by Resolution of the Board of Directors of the Company, a form of coupon bond, and of appurtenant coupons, for the Forty-fifth Series and to provide for exchangeability of such coupon bonds with the bonds of the Forty-fifth Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(1) Bonds of the Forty-fifth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, in whole at any time, or in part from time to time, prior to maturity, upon notice as provided in Section 52 of the Mortgage mailed at least thirty (30) days prior to the date fixed for redemption, at the following General Redemption Prices, expressed in percentages of the principal amount of the bonds to be redeemed:

General Redemption Prices

If redeemed during the twelve months ending on the 28th day of February (or February 29 in 1988, 1992 and 1996).

1987	108.00%	1992	102.29%
1988	106.86%	1993	101.15%
1989	105.72%	1994	100.00%
1990	104.58%	1995	100.00%
1991	103.43%	1996	100.00%

in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Forty-fifth Series shall be redeemed prior to March 1, 1991, at a General Redemption Price, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Forty-fifth Series through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (calculated in accordance with acceptable financial practices) of less than 8.79% per annum. Such restriction is not applicable to any redemption at a Special Redemption Price.

(II) Bonds of the Forty-fifth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39, Section 64 or Section 87 of the Mortgage or with the Proceeds of Released Property, at the Special Redemption Price equal to the principal amount of the bonds to be redeemed together with accrued interest to the date fixed for redemption.

(III) At the option of the registered owner, any bonds of the Forty-fifth Series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

Bonds of the Forty-fifth Series shall be transferable, upon the surrender thereof for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by

his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Forty-fifth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Forty-fifth Series.

After the execution and delivery of this Fortieth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as supplemented, it is contemplated that there shall be an initial issue of bonds of the Forty-fifth Series for the aggregate principal amount of Eighty Million Dollars ($80,000,000). From and after the issuance by the Company and authentication by the Corporate Trustee of bonds of the Forty-fifth Series, the aggregate principal amount of bonds of the Forty-fifth Series so issued and authenticated shall no longer be available for issuance pursuant to Article II, Section 2 of the Thirty-eighth Supplemental Indenture.

ARTICLE II.

MISCELLANEOUS PROVISIONS.

SECTION 2. The right, if any, of the Company to assert the defense of usury against a holder or holder of bonds of the Forty-fifth Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 3. The terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Fortieth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 4. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fortieth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVII of the Mortgage shall apply to and form part of this Fortieth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Fortieth Supplemental Indenture.

SECTION 5. Whenever in this Fortieth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Fortieth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 6. Nothing in this Fortieth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Fortieth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Fortieth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 7. This Fortieth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE III.

SPECIFIC DESCRIPTION OF PROPERTY

The following described properties acquired subsequent to March 31, 1983, in the states of Oregon, California, Montana, Washington, and Wyoming, owned as of January 31, 1986, and used by the Company as sites for its plants, dams, reservoirs, substations, switching stations, office buildings and electric transmission and distribution facilities, or acquired and held for present or future use and development in connection with its electric utility and water supply systems, or for other purposes, as hereinafter indicated, respectively:

A—HYDROELECTRIC GENERATING PLANTS

A-13—Yale Hydroelectric Generating Plant

The following described lands used in connection with the hydroelectric generating plant and project known as the Yale Project, located on the Lewis River above the Merwin Plant in the County of Cowlitz, State of Washington.

Lands in COWLITZ County, State of WASHINGTON.

A-13 Item 16: Lands in Township 7 North, Range 4 East, Willamette Meridian, described as follows:

That portion of the east half of the southeast quarter of Section 27, Township 7 North, Range 4 East, lying south of the centerline of the Lewis River Highway, as described in an Easement dated August 2, 1952, EXCEPT that portion thereof described as follows:

Beginning at a point on the south line of the southeast quarter of the southeast quarter of Section 27, which is south 89°58′50″ west 1013.00 feet from the southeast corner thereof; thence north 42°38′15″ west 444.06 feet, more or less, to a point on the west line of said southeast quarter of the southeast quarter; thence south 0°34′15″ east, along said west line, 326.86 feet, more or less, to the southwest corner of said southeast quarter of the southeast quarter;

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thence north 89°58′50″ east, along the south line of said southeast quarter of the southeast quarter 297.57 feet, more or less, to the point of beginning.

B—Steam Electric Generating Plants

B-10—Dave Johnston Steam Electric Generating Plant

The steam electric generating plant, known as the Dave Johnston Plant, located in Converse County, State of Wyoming, including the following described lands owned and used by the Company in connection therewith namely:

Lands in Converse County, State of Wyoming:

B-10 Item 30: Lands in Township 33 North, Range 74 West, 6th Principal Meridian, described as follows:

A tract of land located in the southwest quarter of the northeast quarter, the west half of the southeast quarter, and the southwest quarter of Section 3, and in the northeast quarter of the southeast quarter of Section 4, Converse County, Wyoming, being described as follows:

The point of beginning being the southwest corner of said Section 3 and being marked by a marked stone and fence corner; thence north 89°50′51″ east along the south line of Section 3 a distance of 2635.45 feet to the south quarter corner of said section; thence south 86°52′51″ east along the said south line a distance of 1267.76 feet to the southeast corner of said west half of the southeast quarter; thence north 00°56′02″ east along the east line of said west half of the southeast quarter a distance of 1357.76 feet to the southeast one-sixteenth corner of said Section; thence north 01°06′43″ east along said east line a distance of 1356.91 feet to the northeast corner of said west half of the southeast quarter; thence north 00°02′26″ west along the east line of said southwest quarter of the northeast quarter a distance of 116.18 feet to a point on the southerly right of way of the Burlington Railroad; thence south 75°48′43″ west along said right of way a distance of 4073.95 feet to a point on the west line of the southwest quarter of said Section 3;

thence continuing south 75°48′43″ west along said right of way a distance of 175.35 feet; thence south a distance of 329.63 feet; thence east a distance of 170.00 feet to a point on said west line of said southwest quarter; thence south along said west line a distance of 1397.29 feet to the point of beginning.

B-16—Satsop (Washington Public Power Supply System) Nuclear Project No. 3

An undivided ten percent interest of the Company, as a tenant in common with others, in and to the nuclear generating plant, known as The Satsop (Washington Public Power Supply System) Nuclear Project No. 3, Grays Harbor County, State of Washington, including an undivided ten percent interest, as a tenant in common with others, in and to the following described lands used in connection therewith:

Lands in GRAYS HARBOR County, State of WASHINGTON.

B-16 Item 17: A strip of land of varying widths over and across the following parcels in Section 9, Township 17 North, Range 6 West, Willamette Meridian, described as follows:

Parcel "R-3": That part of Government Lot 3 in said Section 9, EXCEPT right of way of the Union Pacific Railroad Company, which lies on each side of the following described centerline:

Beginning at a point in the west line of said Section 9, which point bears south 3°18′17″ west, 82.56 feet from the west quarter corner of said Section, said point of beginning being centerline station 64+60.57; thence along the arc of a 2915.01 foot radius curve to the right, which long chord bears north 66°16′45″ east, 127.88 feet, an arc distance of 127.89 feet; thence north 67°32′10″ east, 754.30 feet; thence along the arc of a 1720.04 foot radius curve to the right, which long chord bears north 76°46′55″ east, 552.72 feet, an arc distance of 555.13 feet; thence north 86°01′40″ east, 1740.96 feet; thence along the arc of a 4969.11 foot radius curve to the right, which long chord bears north 89°15′10″ east, 559.10 feet, an arc distance of 559.39 feet; thence south 87°31′20″ east, 940.39 feet; thence along the arc of a 1840.37 foot radius curve to the

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right, which chord bears south 80°33'42" east, 446.05 feet, an arc distance of 447.15 feet to centerline station 115+85.78, which point bears north 7°04'06" east, 568.90 feet from the quarter corner between said Section 9 and Section 10.

Basis of Bearings: Washington State Coordinate System, South Zone.

The widths in feet of the right of way referred to above are as follows:

Distance Left	Centerline Station	Centerline Station	Distance Right
55.0	64+75		
109.25 (R.R.R./W,P.O.C.)	66+26.37	66+35	45
85.73 (R.R.R./W,P.O.C.)	67+30	68+20	187
52.0	67+30	70+10	221
78.01 (R.R.R./W,P.O.C.)	67+75	71+15	120
65.26 (R.R.R./W,P.O.C.)	68+85.75	71+55	55
60.79 (R.R.R./W,P.O.C.)	69+80.65	72+75	157
110.76 (R.R.R./W,P.O.C.)	69+82.42	74+95	277
66.0	70+75.67	76+95	311
110.63 (R.R.R./W,P.O.C.)	70+75.67	79+20	213
111.36 (R.R.R./W,P.O.C.)	71+38.82		
75.0	71+60		
111.69 (R.R.R./W,P.O.T.)	72+25		
114.39 (R.R.R./W,P.O.T.)	73+00		
67.0	74+05		
88.0	75+25		
93.0	77+70		
60.0	79+00		

AND INCLUDING that remaining portion of Parcel R-3, above described, that lies northerly of the herein described centerline and southerly of the Union Pacific Railroad.

Parcel "R-4": That part of Government Lot 2 in said Section 9, Grays Harbor County, Washington, lying southerly of the Union Pacific Railroad right of way, which lies on each side of the following described centerline:

Beginning at a point in the west line of said Section 9, which point bears south 3°18′17″ west, 82.56 feet from the west quarter corner of said Section, said point of beginning being centerline station 64 + 60.57; thence along the arc of 2915.01 foot radius curve to the right, which long chord bears north 66°16′45″ east, 127.88 feet, an arc distance of 127.89 feet; thence north 67°32′10″ east, 754.30 feet; thence along the arc of a 1720.04 foot radius curve to the right, which long chord bears north 76°45′55″ east, 552.72 feet, an arc distance of 555.13 feet; thence north 86°01′40″ east, 1740.96 feet; thence along the arc of a 4969.11 foot radius curve to the right, which long chord bears north 89°15′10″ east, 559.10 feet, an arc distance of 559.39 feet; thence south 87°31′20″ east, 940.39 feet; thence along the arc of a 1840.37 foot radius curve to the right, which chord bears south 80°33′42″ east, 446.05 feet, an arc distance of 447.15 feet to the centerline station 115 + 85.78, which point bears north 7°04′06″ east, 568.90 feet from the quarter corner between said Section 9 and Section 10; thence continuing along the arc of a 1840.37 foot radius curve to the right, which chord bears south 72°31′41″ east, 69.43 feet, an arc distance of 69.43 feet; thence south 71°26′23″ east, 132.66 feet; thence along the arc of a 670.00 foot radius curve to the left, which long chord bears north 86°49′33″ east, 496.21 feet, an arc distance of 508.31 feet; thence north 65°05′29″ east, 1208.17 feet; thence along the arc of a 1434.80 foot radius curve to the left, which long chord bears north 54°49′13″ east, 511.67 feet, an arc distance of 514.42 feet; thence north 44°32′57″ east, 292.10 feet; thence along the arc of a 3992.19 foot radius curve to the right, which long chord bears north 48°33′40″ east, 558.63 feet, an arc distance of 559.08 feet; thence north 52°34′23″ east 815.00 feet; thence along the arc of a 561.86 foot radius curve to the right, which long chord bears north 71°04′23″ east, 356.56 feet, an arc distance of 362.84 feet to a point of compound curve; thence along the arc of a 872.48 foot radius curve to

the right, which long chord bears south 82°26'17" east, 242.52 feet, an arc distance of 243.31 feet; thence south 74°26'56" east, 414.88 feet; thence along the arc of a 156.65 foot radius curve to the left, which long chord bears north 50°43'02" east, 256.12 feet, an arc distance of 299.84 feet to centerline station 170+05.81, which point bears south 89°41'38" west, 778.82 feet and south 4°07'00" east, 106.93 feet from the northeast corner of said Section 10.

Basis of Bearings: Washington State Coordinate System, South Zone.

The widths in feet of the right of way referred to above as Parcel R-4 are as follows:

Distance Left	Centerline Station	Centerline Station	Distance Right
93.0	77+70	76+95	311
60.0	79+00	79+20	213
70.0	81+10	80+15	216
98.0	81+35	81+35	71
95.16 (R.R.R./W,P.O.T.)	82+30	82+00	74
89.79 (R.R.R./W,E.C.)	82+68.35	84+00	53
83.02 (R.R.R./W,P.O.C.)	83+20	84+85	147
67.0	84+35	86+80	287
70.49 (R.R.R./W,P.O.C.)	84+45	89+45	273
61.70 (R.R.R./W,B.C.)	86+44.36		
59.38 (R.R.R./W,P.O.T.)	88+80	90+20	139
46.0	90+00	92+25	71
54.0	90+90		
50.0	94+00		

B-16 Item 18: A tract of land in Section 20, Township 17 North, Range 6 West, Willamette Meridian, described as follows:

The northwest quarter and the west one-half of the northeast quarter of said Section 20.

B-16 Item 19: A tract of land in Sections 6, 7 and 18, Township 17 North, Range 6 West, Willamette Meridian, described as follows:

Government Lot 3 in said Section 6 and Government Lot 8 in said Section 7, as conveyed by William G. Clarke Jr. and Betty M. Clarke, husband and wife, and Paul D. Brittain by deed recorded February 7, 1974, in Volume 128, Pages 319-322, in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND the northeast quarter of the southwest quarter of said Section 7, as conveyed by Norman P. Willis and Beverly A. Willis, husband and wife, by deed recorded February 21, 1974, in Volume 129, Pages 117 and 118, in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of Government Lot 4 and the southwest quarter of the southwest quarter of said Section 7, as conveyed by Russell Irwin and Beverly A. Irwin, husband and wife, by deed recorded February 20, 1974, in Volume 129, Pages 65 and 66, in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of the southeast quarter of the southwest quarter of said Section 7, as conveyed by Mark L. Aarhaus and Doris L. Aarhaus, husband and wife, by deed recorded February 15, 1974, in Volume 128, Pages 721 and 722, in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND those portions of the northeast quarter of the southeast quarter of said Section 7, as conveyed by Alta C. Meers, a widow, by deed recorded February 15, 1974, in Volume 128, Pages 725 and 726, in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of the northwest quarter of the southeast quarter of said Section 7, as conveyed by James A. Ross Jr. and Dorothy J. Ross, husband and wife, by deed recorded February 15, 1974, in

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Volume 128, Pages 727 and 728, in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of the northwest quarter of the southeast quarter of said Section 7, as conveyed by Travis George West and Agnes L. West, husband and wife, by deed recorded September 14, 1973, in Volume 120, Pages 468 and 469, in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of the southwest quarter of the southeast quarter of said Section 7, as conveyed by Richard C. Carver and Barbara Carver, husband and wife, by deed recorded September 21, 1973, in Volume 120, Pages 813-815, in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of the southwest quarter of the southeast quarter of said Section 7, as conveyed by Lloyd G. Cooley and Alice A. Cooley, husband and wife, by deed recorded September 21, 1973, in Volume 120, Pages 816 and 817, in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND those portions of the east half of the southeast quarter and the southwest quarter of the southeast quarter of said Section 7, as conveyed by Rex M. Birchall and Delores K. Birchall, husband and wife, by deed recorded September 7, 1973, in Volume 120, Pages 161 and 162, in the Deed Records of the Auditor, Grays Harbor County, Washington;

And that portion of the east half of the northeast quarter of the southeast quarter of said Section 7, as conveyed by Charlotte E. Mann, individually and as personal representative of the estate of Arthur C. Mann, deceased, by deed recorded February 15, 1974, in Volume 128, Pages 723 and 724, in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of the northwest quarter of the northeast quarter of said Section 18, as conveyed by Earl L. Wilder and Linda Wilder, husband and wife, by deed recorded December 5, 1973, in Volume 124, Pages 712 and 713, in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND Government Lot 1 in said Section 18 and that portion of the southwest quarter of the southeast quarter of said Section 7, all in Township 17 North, Range 6 West, Willamette Meridian, as conveyed by the Port Blakely Mill Company, by deed recorded August 13, 1975, in Volume 163, Page 178, in the Deed Records of the Auditor, Grays Harbor County, Washington.

B-16 Item 20: A tract of land in Sections 7, 8, 9, 17 and 18, Township 17 North, Range 6 West, Sections 13, 14 and 15, Township 17 North, Range 7 West; and Section 33, Township 18 North, Range 6 West, Willamette Meridian, described as follows:

The west half of the southeast quarter and the southwest quarter and those portions of the east half of the southeast quarter and of Government Lot 7 in said Section 8, that portion of the northwest quarter of the southwest quarter of said Section 9, Government Lots 2, 11, 12, 13 and 14 and the west three-quarters of Government Lots 7 and 10 and the west half of Government Lot 15 in said Section 17, and all of Government Lots 8 and 9 and that portion of Government Lot 16 in said Section 18, all in Township 17 North, Range 6 West, Willamette Meridian, as conveyed by the Weyerhaeuser Company by deed recorded December 29, 1975 in Volume 171, Pages 839-843, in the Deed Records of the Auditor, Grays Harbor County, Washington, EXCEPTING THEREFROM, that portion conveyed by the Washington Public Power Supply System by deed recorded January 27, 1983 as Microfilm No. 83 01774 and 01775 in the Records of the Auditor, Grays Harbor County, Washington, ALSO EXCEPTING THEREFROM, that portion conveyed by the Washington Public Power Supply System by deed recorded January 27, 1983 as Microfilm No. 83 01772 and 01773 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND Government Lots 3, 4, 5 and 6 in Section 17, Township 17 North, Range 6 West, Willamette Meridian, as conveyed by ITT Rayonier Incorporated by deed recorded December 22, 1975 in Volume 171, Page 624 in Deed Records of the Auditor, Grays Harbor County, Washington, EXCEPTING THEREFROM, that portion conveyed by the Washington Public Power Supply System by deed recorded January 27, 1983 as Microfilm No. 83 01774 and 01775

in the Records of the Auditor, Grays Harbor County, Washington, ALSO EXCEPTING THEREFROM, that portion conveyed by the Washington Public Power Supply System by deed recorded January 27, 1983 as Microfilm No. 83 01772 and 01773 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of the south half of the southeast quarter of the southwest quarter of said Section 7, Township 17 North, Range 6 West, Willamette Meridian, conveyed by Public Utility District No. 1 of Grays Harbor County, a municipal corporation, by deed recorded August 15, 1973 in Volume 118, Pages 675 and 676, and by Jack G. Koehler and Nancy M. Koehler, husband and wife, by deed recorded March 19, 1974, Volume 130, Page 575, both in Deed Records of the Auditor, Grays Harbor County, Washington;

AND those portions of Government Lots 2, 3 and 7 located in Section 15, Township 17 North, Range 7 West, Willamette Meridian, conveyed by John A. Flink and Carol A. Flink by deed recorded December 5, 1978 as Microfilm No. 78 28184-28186 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND those portions of Government Lots 5, 6, 7, the south half of the northeast quarter, the south half of the northwest quarter, and the southeast quarter of the northeast quarter of Section 14, and that portion of Government Lots 4, 5 and 6 in Section 15, all located in Township 17 North, Range 7 West, Willamette Meridian, as conveyed by ITT Rayonier, Incorporated by deed recorded on March 29, 1977 as Microfilm No. 77 05687-05689 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of Government Lots 6, 7, 10 and 11, in Section 18, Township 17 North, Range 6 West, Willamette Meridian, and that portion of the north half of Section 13, Township 17 North, Range 7 West, Willamette Meridian, as conveyed by the Weyerhaeuser Company by deed recorded on June 6, 1977 as Microfilm No. 77 11038-11044 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of the northeast quarter of the northeast quarter of Section 13, Township 17 North, Range 7 West, Willamette Meridian, as conveyed by Arnold E. Lowe and Doris A. Lowe, husband and wife, on February 1, 1977 as Microfilm No. 77 01963-01965 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND those portions of Government Lots 4 and 5 of Section 18, Township 17 North, Range 6 West, Willamette Meridian, as conveyed by Ethridge E. Petitt and Jeanette M. Petitt, husband and wife, on April 28, 1977 as Microfilm No. 77 08020-08023 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND those portions of the southwest quarter of the northeast quarter and the south half of the northwest quarter and the northwest quarter of the southwest quarter of Section 14, Township 17 North, Range 7 West, Willamette Meridian conveyed by Rayland Company, Inc. by deed recorded on September 10, 1981 as Microfilm No. 81-14461 and 14462 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND an Exclusion Area Easement over portions of Sections 8, 17, 18 and 19 of Township 17 North, Range 6 West, Willamette Meridian, as conveyed by the Weyerhaeuser Company by document recorded January 15, 1976 in Volume 173, Pages 51-62, Deed Records of the Auditor, Grays Harbor County;

AND an Exclusion Area Easement over portions of Sections 20 and 21, Township 17 North, Range 6 West, Willamette Meridian, as conveyed by Boise Cascade Corporation by document recorded February 13, 1976 in Volume 174, Pages 486-496, Deed Records of the Auditor, Grays Harbor County, Washington;

AND an Exclusion Area Easement over portions of Government Lots 4, 5, 12 and 13 in Section 16, Township 17 North, Range 6 West, Willamette Meridian, as conveyed by the Weyerhaeuser Company by document recorded on May 1, 1980 as Microfilm No. 80 06457-06467 in the Deed Records of the Auditor, Grays Harbor County, Washington;

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AND that portion of the southeast quarter of Section 8 and the northeast quarter of Section 17, Township 17 North, Range 7 West, Willamette Meridian, as conveyed by J. Howard Graham and Karen Raye Graham, husband and wife, by deed recorded May 13, 1980 as Microfilm No. 80 07103 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of Government Lot 5 in Section 8 and that portion of the northeast quarter of the northeast quarter of Section 17, Township 17 North, Range 7 West, Willamette Meridian, as conveyed by James N. Bicknell and Mary E. Bicknell, husband and wife, by deed recorded May 12, 1980 as Microfilm No. 80 07037 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of the northwest quarter of the northwest quarter of Section 16, Township 17 North, Range 7 West, Willamette Meridian, as conveyed by Al Lukin and Edna B. Lukin, husband and wife, by deed recorded June 10, 1980 as Microfilm No. 80 08499 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND those portions of Tracts 22 and 21 of Schouweiler's Garden Tracts conveyed by McKinnell Tractor Company by deed recorded April 15, 1975 in Volume 153, Page 623 in the Deed Records of the Auditor, Grays Harbor County, Washington;

AND that portion of Tract 23 of Schouweiler's Garden Tracts as conveyed by A. E. Schouweiler and Irene Schouweiler, husband and wife, by deed recorded March 28, 1978 as Microfilm No. 78 06581 in the Deed Records of the Auditor, Grays Harbor County, Washington.

B-19—Colstrip Steam Electric Generating Project Units #3 and #4

An undivided ten percent interest of the Company, as a tenant in common with others, in and to the steam electric generating plant, known as Colstrip Steam Electric Generating Project Units #3 and #4, in Rosebud County, Montana, including an undivided ten percent interest, as a tenant in common with others, in and to the following described lands used in connection therewith:

Lands in ROSEBUD County, State of MONTANA:

B-19 Item 1: Lands in Township 2 North, Range 41 East, Montana Prime Meridian, described as follows:

A parcel of land situated in the northeast quarter and the southeast quarter of Section 34, Township 2 North, Range 41 East, Montana Prime Meridian; said tract of land being depicted as Parcel "4" on Certificate of Survey No. 29931 Amended on file in the office of the Clerk and Recorder of Rosebud County, Montana;

AND a parcel of land situated in the northeast quarter of Section 34 and the northwest quarter of Section 35, Township 2 North, Range 41 East, Montana Prime Meridian; said parcel of land being depicted as Parcel "2" on Certificate of Survey No. 34153 on file in the office of the Clerk and Recorder of Rosebud County, Montana;

AND a parcel of land situated in the east half of the southeast quarter of Section 34 and the west half of the southwest quarter of Section 35, Township 2 North, Range 41 East, Montana Prime Meridian; said parcel being depicted as Parcel "3" on Certificate of Survey No. 34152 on file in the office of the Clerk and Recorder of Rosebud County, Montana; EXCEPTING from said lands all interests excepted and reserved by Burlington Northern, Inc. in its Deed to The Montana Power Company and Puget Sound Power & Light Company dated November 17, 1971 and recorded on October 31, 1972, in Book 72, Deeds, Page 500, records of Rosebud County, Montana.

B-19 Item 2: Lands in Township 1 North, Range 41 East and Township 1 North, Range 42 East, Montana Prime Meridian, described as follows:

That portion of Lot 1 and the southeast quarter of the northeast quarter of Section 3 beginning at the common corner of Sections 34 and 35, Township 2 North, Range 41 East and Sections 2 and 3, Township 1 North, Range 41 East, which is the true point of beginning; thence south 89°43′02″ west along the common lines between Sections 34 and 3 a distance of 776.23 feet; thence south 01°31′17″ west a distance of 2,782.94 feet to the east-west mid-section line of Section 3; thence north 89°57′01″ east along the mid-section line a distance of 864.60 feet to the quarter section

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corner common to Sections 2 and 3: thence north 00°17'53" west along the common line between Sections 2 and 3 a distance of 2,785.08 feet to the true point of beginning;

AND the northeast quarter of the northwest quarter and north half of the northeast quarter of Section 7, Township 1 North, Range 42 East, Montana Prime Meridian.

B-19 Item 3: Lands in Township 1 North, Range 41 East, Township 2 North, Range 41 East, and Township 1 North, Range 42 East, Montana Prime Meridian, described as follows:

The west half of Lot 2, Lots 3 and 4, and the south half of the north half, Section 2, Township 1 North, Range 41 East, Montana Prime Meridian;

AND those portions of the south half of Section 35, Township 2 North, Range 41 East, Montana Prime Meridian, being two separate tracts herein referred to as Parcel 1 and Parcel 2 described as follows:

Parcel #1: Beginning at the common corner of Sections 34 and 35, Township 2 North, Range 41 East and Sections 2 and 3, Township 1 North, Range 41 East, which is the true point of beginning; thence north 02°06'11" west along the common line between Sections 34 and 35 a distance of 632.34 feet; thence north 41°52'20" east a distance of 2,126.31 feet; thence south 65°04'46" east a distance of 1,493.70 feet; thence south 05°36'54" east a distance of 1,581.65 feet to the common line between Sections 2 and 35; thence south 89°44'06" west a distance of 260.76 feet along the common line between Sections 2 and 35 to the quarter section corner common to Sections 2 and 35; thence south 89°46'14" west a distance of 2,644.79 feet along the common line between Sections 2 and 35 to the true point of beginning.

Parcel #2: Commencing at the common corner of Sections 35 and 36, Township 2 North, Range 41 East and Sections 1 and 2, Township 1 North, Range 41 East; thence south 89°44'06" west along the common line of Sections 2 and 35 a distance of 723.39 feet to a point on the southwesterly boundary of the Burlington Northern Railroad right of way, which point is the

true point of beginning; thence south 89°44′06″ west along the common line of Section 2 and 35 a distance of 599.14 feet; thence north 02°22′02″ west a distance of 1,640.32 feet to a point on the southwesterly boundary of the Burlington Northern Railroad right of way; thence south 22°10′32″ east along the southwesterly boundary of the Burlington Northern Railroad right of way to the true point of beginning.

The north half of the northwest quarter, Section 8, Township 1 North, Range 42 East, Montana Prime Meridian.

C—Electric Substations and Switching Stations

All of the following described real property in the states of Oregon, Washington and Wyoming, used by the Company in connection with the operation and maintenance of the electric substations and switching stations hereinafter designated respectively:

C-30—Troutdale Substation

In Multnomah County, State of Oregon:

Land additional to and adjoining the tracts described in C-30 Item and C-30 Item 2, described as follows:

C-30 Item 3: A tract of land in Section 23, Township 1 North, Range 3 East, Willamette Meridian, beginning at a point on the west line of the Sun Dial Road, County Road No. 1189, from which the southeast corner of said Section 23 bears south 0°06′10″ east a distance of 3679.26 feet and north 89°53′50″ east a distance of 3750.6 feet; thence south 89°53′50″ west at right angles with the centerline of said road a distance of 250 feet; thence north 0°06′10″ west parallel to said centerline for a distance of 100 feet to an iron pipe marking the southwest corner of the first tract of land conveyed to Northwestern Electric Company by deed recorded July 31, 1946 in Book 1083, Page 423, Deed Records; thence north 89°53′50″ east, tracing the south line of said Northwestern Electric Company tract for a distance of 250 feet to a point on the west line of Sun Dial Road; thence south 0°06′10″ east, tracing said west line for a distance of 100 feet to the point of beginning.

C-404—Clinton Substation

In YAKIMA County, State of WASHINGTON.

Land additional to and adjoining the tract described in C-404 Item, described as follows:

C-404 Item 2: A tract of land in Section 27, Township 13 North, Range 18 East, Willamette Meridian, described as follows:

The east 40.00 feet of the north 486.00 feet of Lot 9, The Paddack Garden Lots, located in the southeast quarter of said Section 27, according to the plat thereof recorded in Volume "A" of Plats, Page 56, EXCEPT the north 6.00 feet thereof.

C-405—Ponderosa Substation

In CROOK County, State of OREGON.

C-405 Item: Two tracts of land in Section 33, Township 15 South, Range 15 East, Willamette Meridian, described as follows:

Parcel #1: That portion of the following described land lying within the land described in the deed from Boston Ranch Company to Brooks Resources Corporation recorded January 18, 1982 in MF #63411 Records of Deeds, Crook County, Oregon, to wit: Beginning at a point which bears north 65°37′59″ east, 4,877.3 feet from the southwest corner of said Section 33; thence north 73°32′30″ east, 408.4 feet; thence north 43°32′30″ east, 169.3 feet to a point on the beginning of a curve to the left having a radius of 370.0 feet and a central angle of 60°00′00″; thence along said curve a distance of 370.0 feet; thence north 16°27′30″ west, 794.9 feet; thence south 73°32′30″ west, 740.0 feet; thence south 16°27′30″ east, 1,200.0 to the point of beginning.

Parcel #2: All that portion of the following described real property lying northwesterly of the southeast boundary of an existing road, as located and constructed, to wit: Beginning at a point which bears north 65°37′59″ east, 4,877.3 feet from the southwest corner of said Section 33; thence north

73°32′30″ east, 408.4 feet; thence north 43°32′30″ east, 169.3 feet to a point on the beginning of a curve to the left having a radius of 370.0 feet and a central angle of 60°00′00″; thence along said curve a distance of 370.0 feet; thence north 16°27′30″ west, 794.9 feet; thence south 73°32′30″ west, 740.0 feet; thence south 16°27′30″ east, 1,200.0 feet to the point of beginning.

C-406—Applegate Valley Substation

In JOSEPHINE County, State of OREGON.

C-406 Item: A parcel of land in Section 16, Township 37 South, Range 5 West, Willamette Meridian, described as follows:

Commencing at the southwest corner of said Section 16, thence north 89°41′ east along the south line of said Section 16 a distance of 311.83 feet to the true point of beginning; thence north 51°05′ east a distance of 450.54 feet; thence south 38°55′ east a distance of 200.0 feet; thence south 51°05′ west a distance of 200.0 feet to a point on the south section line of said Section 16; thence south 89°41′ west along the south line of said Section 16 a distance of 320.57 feet to the point of beginning.

C-407—Beatty Substation

In KLAMATH County, State of OREGON.

C-407 Item: A tract of land in Section 13, Township 36 South, Range 12 East, Willamette Meridian, described as follows:

Beginning at the southwest corner of said Section 13, thence north 0°45′40″ west along the west line of said Section 13, 11.88 feet to a point on the southerly right of way line of State Highway 140; thence following said right of way 163.60 feet along the arc of a 756.20 feet radius curve (the long chord of which bears north 62°13′12″ east, 163.289 feet) to the end of said curve; thence continuing along said right of way line north 56°01′20″ east, 410.84 feet; thence leaving said highway right of way line south 0°04′10″ west, 319.76 feet to a point on

the south line of said Section 13; thence north 89°44'30" west, 484.61 feet to the point of beginning.

C-408—Cottage Grove Substation

In LANE County, State of OREGON.

C-408 Item: A parcel of land in Section 16, Township 21 South, Range 3 West, Willamette Meridian, described as follows:

Commencing at the southeast corner of the Henry W. Taylor Donation Land Claim No. 48, thence south 43°04'40" east, a distance of 170.7 feet; thence south 70°15' east, a distance of 158.0 feet to the true point of beginning; thence north 70°15' west 158.0 feet; thence north 60°00' east 131.0 feet; thence north 28°00' east 133.0 feet more or less to the center of the coast fork of the Willamette River; thence easterly and southerly along the center of said river to a point which bears north 64°45' east from the true point of beginning; thence south 64°45' west 25 feet more or less to a point on the west bank of the river; thence continuing south 64°45' west 151.1 feet more or less to the point of beginning.

C-409—Sunnyside Substation

In YAKIMA County, State of WASHINGTON.

C-409 Item: A tract of land in Section 25, Township 10 North, Range 22 East, Willamette Meridian, described as follows:

The north 6 feet of Lot 29, and all of Lot 30 EXCEPT the north 10 feet, Residence Subdivision, as recorded in Volume "D" of Plats, Page 39, records of Yakima County, Washington, TOGETHER WITH portion of vacated alley abutting thereon.

C-410—Firehole Switching Station

In SWEETWATER County, State of WYOMING.

C-410 Item: A tract of land in Section 17, Township 18 North, Range 105 West, 6th Principal Meridian, described as follows:

Commencing at the east quarter corner of said Section 17; thence along the east line of said Section, south 0°04' east 342.53 feet to

the true point of beginning; thence south 56°03′15″ west, 324.48 feet; thence south 03°38′28″ west, 526.06 feet; thence north 74°13′00″ east, 315.19 feet to a point on the east line of said Section 17; thence along said east line, north 0°04′ west, 620.46 feet to the true point of beginning.

D—Electric Transmission Lines

All the following described electric transmission lines of the Company in the states of Oregon, California, Montana and Wyoming, hereinafter enumerated and described as extending from plants or stations hereinabove described or other termini as indicated, to other designated plants, stations, or other termini as indicated below:

D-379 Line: From Bonneville Power Administration Coos Switching Station to a tap on the Bonneville Power Administration's Reedsport-Fairview 115 KV transmission line in Coos County, State of Oregon.

D-380 Line: From Biomass One Substation to White City Substation (C-296) in Jackson County, State of Oregon.

D-381 Line: From Opal Springs Hydro-Electric Project Substation to pole #12/3 on the Redmond-Cove line in Jefferson County, State of Oregon.

D-382 Line: From Bonneville Power Administration's Summer Lake Switching Station to structure #2/371 on the Malin-Midpoint Line (D-365) in Lake County, State of Oregon.

D-383 Line: From structure #6/371 on the Malin-Midpoint Line (D-365) to Bonneville Power Administration's Summer Lake Switching Station in Lake County, State of Oregon.

D-384 Line: From Del Norte Substation to pole #1/59 on Line 38 in Del Norte County, State of California.

D-385 Line: From Alturas Substation to Bonneville Power Administration's Warner Substation in Modoc County, State of California.

D-386 Line: From Siskiyou Power Project Powerhouse Substation to pole #10/49 on Line 2 in SISKIYOU County, State of CALIFORNIA.

D-387 Line: From pole #8/72 on Line 2 to Slatt Creek Powerhouse Substation in SISKIYOU County, State of CALIFORNIA.

D-388 Line: An undivided ten percent interest of the Company, as a tenant in common with others, in and to the following described lines for use in connection with the Colstrip Steam Electric Generating Project Units #3 and #4, to wit: Two 500 KV transmission lines from the Colstrip Steam Electric Generating Plant (B-19) to a point on the Bonneville Power Administration's Townsend-Garrison Line near Townsend, Montana in BROADWATER, GOLDEN VALLEY, ROSEBUD, TREASURE, WHEATLAND and YELLOWSTONE Counties, State of MONTANA.

D-389 Line: From the Thermopolis Substation (C-166) to WAPA Thermopolis Substation in HOT SPRINGS County, State of WYOMING.

D-390 Line: From the Casper Substation (C-229) to pole #8/1 on the Casper-Platte Pipe Line in NATRONA County, State of WYOMING.

D-391 Line: From Monument Switching Station to Exxon Metering Station at Exxon's Shute Creek Plant in SWEETWATER County, State of WYOMING.

G—WATER SYSTEMS

G-10—Green River and Rock Springs Water System

Lands used in connection with the water distribution system of the Company in and about the City of Rock Springs, SWEETWATER County, State of WYOMING:

G-10 Item 16: A parcel of land situated in the south half of Section 35, Resurvey Township 19 North, Range 105 West, 6th Principal Meridian, described as follows:

A portion of the alley in Block 53 of Union Pacific Railroad Company's Third Addition to the Town of Rock Springs, said alley vacated by Town Council Resolution No. 166, dated March 3, 1919, and beginning at the most southerly corner of Lot 22 of

Block 53 of said Union Pacific Railroad Company's Third Addition; thence northeasterly, along the southeasterly line of said Lot 22, 5.0 feet; thence southeasterly, parallel with the southwesterly line of said Lot 22, 16.0 feet to a point on the northwesterly line of Lot 9 of said Block 53; thence southwesterly, along the northwesterly line of Lots 9 and 8 of said Block, 10.0 feet; thence northwesterly, parallel with the northeasterly line of said Lot 8, 16.0 feet to a point on the southeasterly line of Lot 23 of said Block; thence northeasterly, along said southeasterly line, 5.0 feet to the point of beginning.

II—Office Buildings

The following offices of the Company in the state of Oregon, including the following described real property:

II-37—Willamette Power Operations Headquarters (Albany)

In Linn County, State of Oregon

II-37 Item: Lot 1 and 6, Block 2, Jackson Industrial Subdivision, City of Albany.

IN WITNESS WHEREOF, PacifiCorp has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Senior Vice Presidents or Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. E. SPARROW has hereunto set his hand and affixed his seal, all as of the day and year first above written.

[SEAL]

PACIFICORP

By _____
Vice President and Treasurer

Attest:
_____
Assistant Secretary

[SEAL]

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

By _____
Trust Officer

Attest:
_____
Assistant Secretary

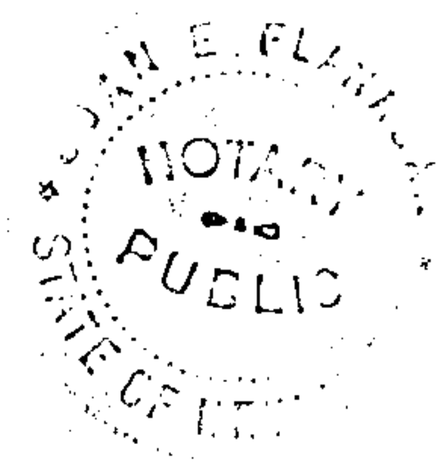
_____
R. E. SPARROW (L.S.)

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

On this 10th day of March, 1986, before me, JOAN E. FLANAGAN, a Notary Public in and for the State of New York, personally appeared R. F. Lanz and John Schweitzer, known to me to be a Vice President and Treasurer and an Assistant Secretary, respectively, of PacifiCorp, a Maine corporation, who did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said corporation.

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

[Seal]



Notary Public, State of New York
Qualified in New York County
Certificate Filed in New York County
No. 31-4845337
Commission Expires March 30, 1987

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

On this 10th day of March, 1986, before me, JOAN E. FLANAGAN, a Notary Public in and for the State of New York, personally appeared M. P. KOWALEWSKI and W. A. SPOONER, known to me to be a Trust Officer and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York trust company, who did say that the seal affixed to the foregoing instrument is the corporate seal of said company and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said company.

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

[SEAL]

Notary Public, State of New York
Qualified in New York County
Certificate Filed in New York County
No. 31-4845337
Commission Expires March 30, 1987

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

On this 10th day of March, 1986, before me, JOAN E. FLANAGAN, a Notary Public in and for the State of New York, personally appeared R. E. SPARROW, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed this instrument as his free and voluntary act and deed.

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

[SEAL]

Notary Public, State of New York
Qualified in New York County
Certificate Filed in New York County
No. 31-4845337
Commission Expires March 30, 1987

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 THOMAS J. MOLLRING, a single man

herein designated as Mortgagor, of 203 NORTH FREEMONT , 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 at the rate of TEN AND ONE HALF per centum (10.500 %) 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, WYOMING 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 TWENTY AND 16/100---------- Dollars ($ 320.16), commencing on the first day of MAY , 1986 , 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 APRIL , 2016 , hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOT 4, BLOCK 10, HENNICH SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

211155

RECORDED March 27 1986 10:57 AM
IN BOOK 45 Mtg PAGE 263
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 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. * [illegible] See below

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

Privilege is reserved to pay the debt, in whole or in part, on any installment due date (over)

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(b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be
co 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 days from the date hereof (written statement of any officer
of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development
dated subsequent to the 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 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 to 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 singular, and the use of any gender shall include all genders.

[redacted] [redacted] [redacted]

And the said N/A wife of the said 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) has hereunto set his hand(s) this 24th day of March , 19 86

In the presence of—

Thomas J. Mollring
THOMAS J. MOLLRING

THE STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

On this 24th day of March , 19 86 , before me personally appeared

THOMAS J. MOLLRING to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he 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 24th day of March , A.D. 19 86

[SEAL]

My commission expires May 15, 1988

Linda Walton
Notary Public

STATE OF WYOMING }
COUNTY OF } ss:

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

U S GOVERNMENT PRINTING OFFICE · 1980-682 371

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

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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 _____

Thomas J. Mollring

and appears recorded in book #45 of mortgages, beginning on page #263 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 4, Block 10, Hennich Second Addition to the Twon of Pinedale, Sublette County, Wyoming

211156

RECORDED March 27 1986 10:45 M
IN BOOK #5 Mtg PAGE 266
FEES $4.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 25th day of March, 1986.

By Stephen M. Walsh
Stephen M. Walsh, Vice President
Attest Sally W. Johnson
Asst. Sec.

State of Wyoming
Countyof Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 25th day of March 1986.

Claire K. Abrams
Notary

Witness my hand and official seal.
My Commission Expires: July 18, 1988

**Doing business without a corporate seal.

CLAIRE K. ABRAMS NOTARY PUBLIC
Teton County, State of Wyoming
Commission expires July [redacted]

[redacted] [redacted]

REAL ESTATE MORTGAGE

THIS MORTGAGE, made by James Ranches, Inc. ; P.O. Box 6; Daniel Wyoming *of the County of* Sublette, *State of* ~~Idaho~~ Wyoming, *as mortgagor, and* The Bank of Commerce; P.O. Box 1887; Idaho Falls, Idaho *a corporation, of the County of* Bonneville, *State of Idaho, as mortgagee,*

WITNESSETH: That the said mortgagor, in consideration of Five hundred fifty thousand ---------- *DOLLARS, the receipt whereof is by said mortgagor hereby acknowledged, does grant, bargain, sell and convey unto the said mortgagee, its successors and assigns forever, the following described real estate situated in* Sublette *County, State of* ~~Idaho~~ Wyoming, *to-wit:*

Township 34, North 111 West of the 6th Principal Meredian, Section 19, Lot 4, Section 30, Lots 1, 2, and 3, East ½ of the Northwest ¼, NE Quarter of SW Quarter, Township 34, North 112 West of the 6th Principal Meridian. Section 24, W½ of SW¼, S½ of SE¼. Section 25, N½, N½ of S½ SW¼ of the SE¼. Sublette County, State of Wyoming.

211171

RECORDED March 31 1986 9:00 A M
IN BOOK 45 Misc PAGE 262
FEES $12.00 Lois D Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

TOGETHER WITH all the improvements, privileges and appurtenances thereunto belonging and the rents, issues and profits thereof, and all rights of homestead exemption, together with all ditch and water rights of every nature, however evidenced, used on said land or belonging to the same or said mortgagor, or which may be hereafter acquired or used upon said land. Said mortgagor hereby warrants the title to said land and water rights against all persons whomsoever, and agrees to defend the same.

This grant is intended as a mortgage:

(1) *To secure payment of the principal sum of* Five hundred fifty thousand and no/100's ---------- *DOLLARS, gold coin of the United States of America, evidenced by and according to the terms of* a *promissory note executed and delivered by* James Ranches, Inc. *as maker, said note, being made, executed and delivered to the mortgagee herein as payee, and being more particularly described as follows:*

#040375 *Note for $* 550,000.00, *dated* March 26, 1986 *19*, *due* October 26, 1986
#040375 *Note for $* 40,921.36, *dated* March 20, 1985 *19*, *due* August 20, 1986
Note for $, *dated* *19*, *due*
Note for $, *dated* *19*, *due*

all of which notes bear interest at the rate therein specified, both said principal and interest being payable at at maturity

267 Released BK 13 Rec. Pg. 627

(2) *To secure payment of any and all extensions or renewals, and successive extensions or renewals of the notes above described, or of the indebtedness represented by the same, and of any other indebtedness at any time secured by this mortgage, whether represented by notes, drafts, open account or otherwise, and all the interest on all of the same, all of which extensions or renewals shall be optional with the mortgagee, but at the mortgagee's option may be made by new notes or otherwise, and at, before, or after maturity, and for all of which this mortgage shall stand as a continuing security until paid.*

The said mortgagor hereby covenants and agrees to pay, before the same become delinquent, all taxes and assessments upon said premises, or this mortgage, or debt secured hereby, laid, or assessed in Idaho; also all personal taxes; also all dues or assessments upon ditch or water rights or water stock representing water appurtenant to said premises, and in the event of default so to do, the holder hereof may pay the same; to keep the buildings located upon said premises insured in the sum of at least $, with loss, if any, payable to the said mortgagee, or assigns, in some company to be approved by the mortgagee, and deliver all policies and the renewals thereof, to it, and in the event of default to so do, the holder hereof may insure the same.

In case of the foreclosure hereof the said mortgagor agrees to pay a reasonable attorney's fee, the same to be a lien upon the said premises and due and payable when suit is begun. The plaintiff in such suit of foreclosure shall be entitled, without notice, to the appointment of a receiver, to collect and receive the rents, issues and profits of the mortgaged premises, and to exercise such other powers as the court shall confer. It is also agreed that should this mortgage be foreclosed, then in the decree of foreclosure entered in such action, the property described therein may be ordered sold en masse, or as one lot or parcel, at the option of the mortgagee.

It is also agreed, that the failure to pay when due any sum herein covenanted to be paid, or secured hereby, or the failure to comply with one of the agreements hereof, shall cause the whole debt to become due and collectable at the option of the mortgagee, without notice; that all money paid by the said mortgagee for insurance, taxes, or water or water stock assessments, or ditch dues, rents or assessments, or any sum paid in protection of the lien of this motrgage shall bear interest from the date of such payment at the rate of 12 per annum and shall be secured hereby and collectable with the said principal note.

And also, that the mortgagee may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage, without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

This mortgage and the notes secured hereby shall be governed and construed according to the laws of the State of Idaho at the date of execution.

The word "mortgagor" and the language of this instrument shall, where there is more than one mortgagor, be construed as plural, and be binding equally on all mortgagors; and the word "mortgagee" shall be construed as including any lawful holder hereof; and both the words "mortgagor" and "mortgagee" shall be construed as including the heirs, executors, administrators, successors and assigns of each, as the case may be.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the said mortgagor ha S hereunto set their *hand*s *and seal*
this 26th *day of* March *in the year of Our Lord One Thousand Nine Hundred and* Eighty-six

Signed, sealed and delivered in the presence of:

JAMES RANCHES, INC. (*SEAL*)

by: Carroll James (*SEAL*)
its President

by: [illegible] (*SEAL*)
its Secretary/Treasurer

(*INDIVIDUAL ACKNOWLEDGEMENT*)

STATE OF IDAHO
COUNTY OF _____ } *ss.*

On this _____ *day of* _____ *in the year 19*___ *, before me* _____
_____, *a notary public in and for said State of Idaho, personally appeared*
_____
known to me (or proved to me on the oath of _____ *) to be the person* ___ *whose name* _____ *subscribed to the within instrument and acknowledged to me that* ___ *he* ___ *executed the same.*

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

_____
Notary Public for Idaho,
Residing at _____
in _____ *County, Idaho.*

(*CORPORATION ACKNOWLEDGEMENT*)

STATE OF IDAHO
COUNTY OF Bonneville } *ss.*

On this 26th *day of* March *in the year 19*86*, before me* _____
_____, *a notary public in and for said State of Idaho, personally appeared*
Carrol James and Hazel James *known to me to be the*
President and Secretary *of* James Ranches, Inc.
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

Guy H. Talley
Notary Public for Idaho
Residing at Idaho Falls Idaho
in Bonneville *County, Idaho.*

NOTARY PUBLIC STATE OF IDAHO

No. _____

Real Estate Mortgage

[redacted]

_____

to

_____

_____

_____

Office of County Recorder

[redacted] *of* _____
State of Idaho, } *ss.*

I hereby certify that the within mortgage was filled in this office for record on the _____ *day of* _____ *A.D., 19*___*, at* _____ *o'clock* ___*.m., and was duly recorded in Book* _____ *of Mortgages, page* _____ *of County Records.*

[redacted]
_____ *Recorder*
By _____ *Deputy*

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John T. Doyle and Virginia A. Doyle, husband and wife herein designated as Mortgagor, of Pinedale, 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 March 28, 1986 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 240 installments of $ 416.60 each on the first day of each month, beginning on the first day of May, 1986, 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 April 1, 2006, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lot 3 Shadow Brook Subdivision, Sublette County, Wyoming.

Released
Vick E, Mtge. Corp.

211175

RECORDED March 31 19 86 9:00 A M
IN BOOK 45 Mtg PAGE 271
FEES $ 5.00 Dorothy 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:

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.

[redacted] default shall be made in the [redacted] [redacted]

contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any, assessments, water charges, expend[redacted]or repairs or maintenance, togeth[redacted]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 Virginia A. Doyle wife of the said John T. Doyle 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 March, 1986.

In the presence of—

x John T. Doyle

Virginia A. Doyle

THE STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

On this 28th day of March 1986, before me personally appeared Virginia A. Doyle and John T. Doyle 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 28th day of March, A. D. 1986.

(Seal)

My commission expires September 1, 1989

Notary Public.

Frontier Printing & Mailing Co.
—Cheyenne—

2213

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SECOND SUPPLEMENTAL MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

JORDAN R. SMITH
Unit B, 1009 Hummingbird Drive
Hummingbird Cottage Condominiums
Castle Rock, Colorado 80104

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 FEBRUARY 1, 1986

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

****

When recorded return to:

WALTER L. PALMER, ESQ.
HUGHES & DORSEY
633 17th STREET
SUITE 1600
DENVER, COLORADO 80202

211200

RECORDED March 31 1986 2:00 P M
IN BOOK 45 Misc PAGE 274
FEES $21.25 Laura Vahle COUNTY CLERK
SWEETWATER COUNTY, RINEDALE, WYOMING
by Dorothy McClure

86033/217/18

THIS SECOND SUPPLEMENTAL MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of December 1, 1984, by and between JORDAN R. SMITH, a Colorado resident ("JRS"), and MARK WILLIAMSON and H. ALLEN RHEEM, JR., as Trustees (the "Trustees"), and UNITED BANK OF DENVER NATIONAL ASSOCIATION (the "Bank").

RECITALS

1. JRS has granted, executed and delivered his Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of April 6, 1984 as supplemented as of December 1, 1984 (the "Original Mortgage"), to the Trustees and the Bank as security for the indebtedness described therein, the Original Mortgage being recorded in Wyoming 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 secures, among other things, a promissory note dated December 1, 1983 as modified as of December 1, 1984 (the "Note") of JRS held by the Bank to evidence borrowings from the Bank in a principal amount not to exceed $2,000,000 under a certain Letter Agreement dated as of December 1, 1984 (the "Old Letter Agreement") between JRS and the Bank.

3. The Old Letter Agreement has been amended in accordance with the terms of a certain new letter agreement dated as of February 1, 1986, between the Bank and JRS (the Old Letter Agreement as amended herein referred to as the "New Letter Agreement").

4. Pursuant to the terms of the New Letter Agreement, the Note has been modified in accordance with the terms of the Second Modification of Promissory Note in the form of Exhibit A attached hereto (the Note as modified 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 JRS under the New Letter Agreement and the performance of the agreements therein and in the Original Mortgage, as amended and supplemented hereby, JRS and the Bank hereby supplement and amend the Original Mortgage as follows:

a. The Loan Note referred to in the Original Mortgage shall be deemed to be a reference to the New Note.

b. All references in the Original Mortgage to the Old Letter Agreement shall be deemed to be a reference to the New Letter Agreement.

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c. Each reference, if any, in the General Security Agreement dated as of December 23, 1983, between JRS and the Bank to the Note shall be deemed to be a reference to the New Note.

5. Except as hereby expressly amended and supplemented, the Original Mortgage is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

JORDAN R. SMITH

Mark Williamson, As Trustee

H. Allen Rheem, Jr., As Trustee

UNITED BANK OF DENVER NATIONAL ASSOCIATION

By: _____

Title: COMMERCIAL BANKING OFFICER

STATE OF COLORADO)
~~CITY AND~~) ss.
COUNTY OF ~~DENVER~~ ARAPAHOE)

The foregoing instrument was acknowledged before me this 28TH day of February, 1986, by Jordan R. Smith.

WITNESS my hand and official seal.

My commission expires: May 13, 1988.

(SEAL)

Notary Public
Address My Commission Expires May 13, 1988
6022 South Spotswood Street
Littleton, Colorado 80120

[redacted] [redacted] [redacted]

WYOMING:

The foregoing instrument was acknowledged before me by Jordan R. Smith, this 28th day of February, 1986.

Witness my hand and official seal.

My commission expires: May 13, 1988

Marguerite C. Scott
Notary Public
Address: My Commission Expires May 13, 1988
6092 South Spotswood Street
Littleton, Colorado 80120

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28 day of February, 1986, by Mark Williamson, as Trustee.

WITNESS my hand and official seal.

My commission expires: My Commission Expires May 25, 1986.

(SEAL)

Notary Public
Address: [illegible]
Denver, Co

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28 day of February, 1986, by H. Allen Rheem, Jr., as Trustee.

WITNESS my hand and official seal.

My commission expires: My Commission Expires May 25, 1986

(SEAL)

Notary Public
Address: [illegible]
Denver, Co

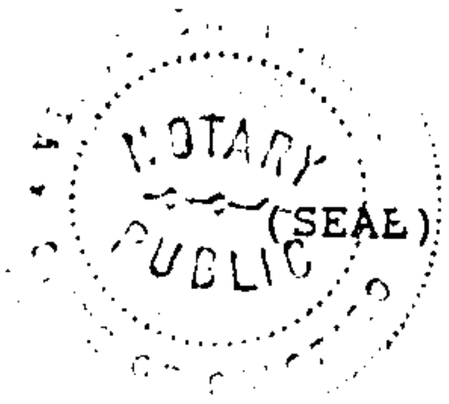
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STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28 day of February, 1986, by Philip V. Hanel as Commercial Banking Officer of United Bank of Denver National Association.

WITNESS my hand and official seal.



My commission expires: My Commission Expires May 25, 1986.

Notary Public
Address: 2900 Cherry
Denver, Co

EXHIBIT I

SCHEDULE OF RECORDING DATA FOR
MORTGAGE, DEED OF TRUST, ASSIGNMENT,
SECURITY AGREEMENT AND FINANCING STATEMENT,
DATED AS OF APRIL 6, 1984
FROM JORDAN R. SMITH TO
MARK WILLIAMSON
AND
H. ALLEN RHEEM, JR.,
AS TRUSTEES,
AND
UNITED BANK OF DENVER NATIONAL ASSOCIATION

STATE OF WYOMING

County		
Lincoln	Book 212, Page 632	April 12, 1984
	U-62259	April 12, 1984
Sublette	Book 41, Page 531	April 6, 1984
	U-19662	April 16, 1984
Sweetwater	Book 751, Page 239-271	April 12, 1984
	U-129752	April 12, 1984
Secretary of State	215860	April 12, 1984

STATE OF COLORADO

Secretary of State	704646	April 25, 1984

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EXHIBIT A

SECOND MODIFICATION OF PROMISSORY NOTE

THIS SECOND MODIFICATION OF PROMISSORY NOTE made as of February 1, 1986 between Jordan R. Smith (hereinafter referred to as "Maker") and United Bank of Denver, National Association (hereinafter referred to as the "Bank").

W I T N E S S E T H:

WHEREAS, Maker has executed and delivered to Bank his Promissory Note dated December 1, 1983 in the original principal amount of $2,000,000 as modified as of December 1, 1984 (hereinafter referred to as the "Note") and Maker and the Bank entered into an Agreement dated as of December 1, 1984 (the "Old Letter Agreement") relating to a $2,000,000 revolving line of credit;

WHEREAS, the parties have agreed to (i) extend the maturity of the Note, (ii) amend the interest rate, (iii) modify the principal repayment schedule, and (iv) amend the Old Letter Agreement (as amended hereinafter referred to as the "New Letter Agreement").

NOW, THEREFORE, the parties agree as follows:

1. The maturity of the Note is hereby extended to November 1, 1986. Principal shall be paid as follows: $16,000 on the first day of each month, commencing February 1, 1986 and continuing through November 1, 1986, with the principal balance, together with accrued interest, payable in full on November 1, 1986. In addition to the foregoing payments, on or before October 1, 1986 the maker will prepay the Note, as modified hereby, in an amount not less than $200,000.

2. Interest shall be payable on the first day of each month, commencing February 1, 1986, at a rate equal to 9½ percent per annum.

3. The Note, as modified hereby, is the Note described in, and is subject to the terms and provisions of the New Letter Agreement. All references to the Note in any instrument (including, without limitation, any mortgage, deed of trust, or security or collateral agreement of any kind to which the Maker is a party) shall be deemed to be a reference to the Note as modified hereby.

4. Except as specifically modified herein, all of the terms of the Note are hereby ratified by the Maker and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Modification of Promissory Note as of the day and year first above written.

JORDAN R. SMITH

UNITED BANK OF DENVER NATIONAL ASSOCIATION

By _____
Title: Commercial Banking Officer

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[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 27th, 19 86. The mortgagor is Melvin F. Neal and Connie R. Neal, husband and wife ("Borrower"). This Security Instrument is given to SECURITY FIRST SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of THE STATE OF WYOMING, and whose address is 2501 E. Lincolnway Cheyenne, Wy. 82001 ("Lender"). Borrower owes Lender the principal sum of Twenty-One Thousand and no/100---------- Dollars (U.S. $ 21,000.00). 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 April 1st, 1996. 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 E½SE¼ of Section 20, T. 29N., R.111W., 6th P.M. Sublette County, Wyoming described as follows: Beginning at a point N. 89°33'W., 332.91 feet from the SE Corner of the said NE¼SE¼ where is found a quartzite stone 18" x 11" x 5" marked S 1/16 on W, S on E: thence, S.71°56'W., 463.02 feet to an intersection with the northeasterly right of wal line of highway 189, N. 34°56'W., 139.50 feet from a 6"x6" concrete post with Brass marker inscribed "STATE HIGHWAY DEPT FAP NO. 26R Sta. 425 + 73.7 El. 6771.07' R.O.W. MARKER"; thence, N. 34°56'W., 394.92 feet along said right of way line to a point; thence, N. 60°30'E., 529.18 feet to a point; thence, S.25°03'E., 486.36 feet to the point of beginning.

211210

RECORDED March 31 19 86 4:00 PM
IN BOOK 45 Mtg PAGE 282
FEES $10.00 Lou J Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

which has the address of 10148 Hwy 189 [Street], Big Piney [City],
Wyoming 83113 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

[redacted] [redacted] [redacted]

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

[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

☐ 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.

Melvin F. Neal .....(Seal)
Melvin F. Neal —Borrower

Connie R. Neal .....(Seal)
Connie R. Neal —Borrower

[Space Below This Line For Acknowledgment]

STATE OF Wyoming }
COUNTY OF Larmaie } SS:

The foregoing instrument was acknowledged before me this March 27th, 1986
(date)

by Melvin F. Neal and Connie R. Neal, husband and wife
(person(s) acknowledging)

NOTARY PUBLIC LARAMIE CO. WYOMING

My Commission expires
July 19, 1988

Notary Public (SEAL)

This instrument was prepared by

44770

285

This form is used in connection with mortgages insured under the one-to-four family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

Released Book 45, Pg 35

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gregory D. Ptasnik and Martha C. Ptasnik, husband and wife herein designated as Mortgagor, of P.O. Box 923 Pinedale, County of Sublette, State of Wyoming 82941, to secure the payment of the principal sum of --Seventy Seven Thousand Eight Hundred Fifty and No/100-- Dollars ($ 77,850.00), with interest at the rate of --Ten-- per centum (10.000 %) per annum as evidenced by a promissory note of even date herewith to the order of Teton Mortgage Company, Inc. 140 S. Cache St., 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 -Six Hundred Eighty Three and 19/100-- Dollars ($ 683.19), commencing on the first day of May, 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 April, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 36, Half Moon Mountain Subdivision, Fourth Filing,
Sublette County Wyoming

211212

RECORDED April 1 1986 11:00 AM
IN BOOK 45 Mtg PAGE 286
FEES $12.00 Laura J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

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

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

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

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

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

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

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

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

(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 he will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said Martha C. Ptasnik wife of the said Gregory D. Ptasnik 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 25th day of March , 1986

In the presence of—

x Gregory D. Ptasnik
Gregory D. Ptasnik

x Martha C. Ptasnik
Martha C. Ptasnik

THE STATE OF ~~WYOMING~~ California } ss:

COUNTY OF X KERN

On this 25th day of March , 1986 , before me personally appeared Gregory D. Ptasnik and Martha C. Ptasnik 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 official seal, this 25th day of march , A.D. 1986

[SEAL]

My commission expires

JANET L. BRYANT
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN
KERN COUNTY
MY COMMISSION EXPIRES FEB. 19, 1987

x Janet L. Bryant
JANET L. BRYANT *Notary Public.*

STATE OF WYOMING

COUNTY OF } ss:

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

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MORTGAGE RIDER

This Rider, dated the 25th day of March, 19 86, amends the Mortgage of even date by and between Gregory D. &Martha C. Ptasnik, the Mortgagor, and Teton Mortgage Company, Inc., the Mortgagee, and NA, the NA, as follows:

1. Subsection (a) of Paragraph 2 is deleted.

2. Subsection (c)(I) of Paragraph 2 is deleted.

3. In the third sentence of Paragraph 3, the words "all payments made under the provisions of (a) of paragraph 2 hereof which the mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.

4. The fourth sentence of Paragraph 3 is amended by insertion of a period after ". . . then remaining unpaid under said Note" and deletion of the remainder of the sentence.

5. Paragraph 10 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

IN WITNESS WHEREOF, Gregory D. & Martha C. Ptasnik has set his hand and seal the day and year first aforesaid.

X Gregory D. Ptasnik [SEAL]
Gregory D. Ptasnik

X Martha C. Ptasnik [SEAL]
Martha C. Ptasnik

Signed, sealed and delivered in the presence of

X Janet L. Bryant

JANET L. BRYANT
NOTARY PUBLIC - CALIFORNIA
BOND FILED IN
KERN COUNTY
MY COMMISSION EXPIRES FEB. 19, 1987

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this .....25th..... day of .....March....., 19..86.., 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 Note to .....Teton Mortgage Company, Inc..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

.34 West Coyote Trail Pinedale, Wy 82941.....
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in .....covenants, conditions and restrictions, which contain no forfeiture or reverter clause, as contained in instrument recorded 5/9/84 in Book 45 of Misc., page 15.....
(the "Declaration"). The Property is a part of a planned unit development known as .....
.....Half Moon Mountain Subdivision.....
[Name of Planned Unit Development]
(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

X Gregory D. Ptasnik .....(Seal)
Gregory D. Ptasnik -Borrower

X Martha C. Ptasnik .....(Seal)
Martha C. Ptasnik -Borrower

.....(Seal)
-Borrower

.....(Seal)
-Borrower

291

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

Gregory D. Ptasnik and Martha C. Ptasnik

and appears recorded in book 445 of mortgages, beginning on page 286 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 36, Half Moon Mountain Subdivision, Fourth Filing,
Sublette County, Wyoming

211213

RECORDED April 1 1986 11:00 A.M.
IN BOOK 45 Mtg PAGE 291
FEES $ 4.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 26th day of March, 1986.

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest Sally M. Johnson
Sally M. Johnson, Asst. Secretary

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 26th day of March 1986.

Witness My hand and official seal.
My Commission expires: 7-18-88

CLAIRE K. ABRAMS NOTARY PUBLIC
Teton County State of Wyoming
Commission expires July 18, 1988.

Claire K. Abrams

** Doing business without a corporate seal

RECORDED April 1 1986 11:00 A.M.
IN BOOK 45 Mtg PAGE 292
FEES $6.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

211218

SECOND MORTGAGE DEED

DONALD C. PHARR and DANITA A. PHARR, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of TWELVE THOUSAND DOLLARS ($12,000.00), with TWO THOUSAND DOLLARS ($2,000.00) due May 1, 1986 and the balance due April 1, 1988, or upon sale or transfer of the property, with interst from the 1 day of April, 1986, at the rate of 10% per annum, payable annually, evidenced by a promissory note of even date herewith, do hereby mortgage to STEVEN A. JOHNSON and CATHERINE E. JOHNSON, husband and wife, mortgagees, of Louisville, Colorado, the following described real estate, situated in the County of Sublette, and State of Wyoming, to-wit:

A tract of land located in the NE¼NE¼ of Section 11, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

BEGINNING at a point which is S.30°34'38.9"W. a distance of 823.67 feet from the Northeast Corner of said Section 11; thence from said point of beginning S.00°05'10"W., a distance of 350.00 feet; thence N.89°55'00"W., a distance of 247.52 feet to a point of curve to the right, the tangent at which point bears N.11°27'47"W., said curve having a central angle of 12°19'22", a tangent of 33.35 feet and a radius of 308.95 feet; thence along the arc of said curve, a distance of 66.45 feet; thence N.00°51'35"E., a distance of 284.00 feet; thence S.89°55'00"E., a distance of 249.91 feet to the point of beginning; said tract contains 2.02 acres, more or less.

TOGETHER WITH all buildings, fences and improvements situated thereon or appurtenant thereto; and TOGETHER WITH all water and water rights, ditch and ditch rights, reservoir and reservoir rights situated thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, TO the provisions of U.S. patents and SUBJECT FURTHER TO all mineral reservations and exceptions of record; and to all easements and rights of way of record or in actual use; EXPRESSLY SUBJECT, HOWEVER, TO an existing mortgage in favor of First Wyoming Bank, N.A.-Kemmerer, which mortgage is guaranteed by the Veteran's Administration and is assumed by the Grantees.

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises during the life of this mortgage, and in case the mortgagors shall fail to pay such taxes and assessments as aforesaid, the mortgagees may pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagees, their legal

292 Released Bk. 13 Rls. pg. 721

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 hereunder, together with all costs of sale and foreclosure, including reasonable attorney's fees.

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

DATED this 1 day of April, 1986.

Donald C. Pharr
DONALD C. PHARR

Danita A. Pharr
DANITA A. PHARR

E. WILLIAMS NOTARY PUBLIC COUNTY OF SUBLETTE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Donald C. Pharr and Danita A. Pharr this 1 day of April, 1986.

Witness my hand and official seal.

Kathleen E. Williams
Notary Public

RECORDED April 1 1986 11:20 A.M.
IN BOOK 45 Mtg PAGE 294
FEES $6.00 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElvain

211219

MORTGAGE DEED

DONALD C. PHARR and DANITA A. PHARR, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of TWELVE THOUSAND DOLLARS ($12,000.00), with TWO THOUSAND DOLLARS ($2,000.00) due May 1, 1986 and the balance due April 1, 1988, or upon sale or transfer of the property, with interst from the 1 day of April, 1986, at the rate of 10% per annum, payable annually, evidenced by a promissory note of even date herewith, do hereby mortgage to STEVEN A. JOHNSON and CATHERINE E. JOHNSON, husband and wife, mortgagees, of Louisville, Colorado, the following described real estate, situated in the County of Sublette, and State of Wyoming, to-wit:

A tract of land located in the NE¼NE¼ of Section 11, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, and more particularly described as follows:

BEGINNING at a point which bears S.00°05'10"W. a distance of 350.00 feet from a point which bears S.30°34'38.9"W., a distance of 823.67 feet from the Northeast Section Corner of said Section 11; thence from said point of beginning S.00°05'10"W., a distance of 242.14 feet; thence N.79°31'38"W., along the center line of road, a distance of 0.53 feet to a point of curve to the right, said curve having a central angle of 68°03'51", a radius of 308.95 feet and a tangent of 208.64 feet; thence along the arc and centerline, a distance of 367.02 feet; thence S.89°55'00"E., a distance of 247.52 feet to the point of beginning; said tract contains 0.98 acres, more or less.

TOGETHER WITH all buildings, fences and improvements situated thereon or appurtenant thereto; and TOGETHER WITH all water and water rights, ditch and ditch rights, reservoir and reservoir rights situated thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, TO the provisions of U.S. patents and SUBJECT FURTHER TO all mineral reservations and exceptions of record; and to all easements and rights of way of record or in actual use.

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises during the life of this mortgage, and in case the mortgagors shall fail to pay such taxes and assessments as aforesaid, the mortgagees may pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

294 Released BK. 13 RLS. Pg. 722

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

DATED this 1 day of April, 1986.

Donald C. Pharr
DONALD C. PHARR

Danita A. Pharr
DANITA A. PHARR

E. DILLIAMS NOTARY PUBLIC

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Donald C. Pharr and Danita A. Pharr this 1 day of April, 1986.

Witness my hand and official seal.

Kathleen E. Williams
Notary Public

My Commission Expires: Sept. 20, 1986

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HERMAN GENETTI and IMOGENE GENETTI, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Nine Thousand Five Hundred and N0/100 ($9,500.00) - - - - - - - - - - Dollars, due 4-5-87 with interest from 4-5-86 at the rate of sixteen(16%) per cent per annum, payable 4-5-87 ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in one principal payment of $9,500.00 together with interest thereon at the rate of sixteen 16% per annum; said payment is payable in full on or before 4-5-87; do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

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

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

Tract Thirty-Three (33), Tyler Subdivision, Sublette County, Wyoming as the same appears of record on the official plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and to prior mineral reservations of record.

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

This mortgage is a **fourth** mortgage and is junior and subsequent to three prior mortgages granted to and held by the First National Bank of Pinedale, 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, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 5 day of April A. D. 19 86.

In the presence of

Herman Genetti
HERMAN GENETTI

Imogene Genetti
IMOGENE GENETTI

211278

RECORDED April 7 1986 8:00 A. M.
IN BOOK 45 Misc PAGE 296
FEES $6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

296 Release BK 15 Rls. Pg 629

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by HERMAN GENETTI and IMOGENE GENETTI, ,

this 4th day of April, 19 86.

Witness my hand and official seal.

Signature
NOTARY PUBLIC
Title of Officer

My Commission Expires: 1/5/87

211278

RECORDED April 7 19 86 8:00 A.M.
IN BOOK 45 Misc PAGE 296
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, 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] **REAL ESTA[redacted]RTGAGE** [redacted]

KNOW ALL MEN BY THESE PRESENTS, That William E. Hout and Patricia I. Hout, husband and wife,

residing at 205 S. Maybelle (Rural Route—Street) Pinedale (City) Sublette (County)

State of Wyoming, herein called the "Mortgagor," to secure the payment of $ 39294.28, evidenced by a Loan Agreement of even date herewith, does hereby mortgage, grant, bargain, sell, set over and convey to Associates Financial Services Company of Wyoming, Inc., 1895 Dewar Dr. Rock Springs, Wy. (Address) herein called the "Mortgagee," the following-described real estate, including rents and profits, situated in the County of Sweetwater, State of Wyoming, to-wit:

LOTS 1, 2 AND 3, BLOCK 11, PATTERSONS FIRST ADDITION TO THE TOWN OF PINEDALE,

SUBLETTE COUNTY, WYOMING.

211306

RECORDED April 7 1986 4:00 PM
IN BOOK 45 Mtg. PAGE 298
FEES $ 4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheney, Deputy

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

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

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

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

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

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

The Mortgagee has the option to demand that the balance due on the loan secured by this mortgage be paid in full on the third anniversary date of the loan date of the loan and annually on each subsequent anniversary date. If the option is exercised, Mortgagors shall be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Mortgagee has the right to exercise any remedies permitted under this Mortgage.

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

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

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

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

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

Dated this 7th day of April, 19 86.

STATE OF WYOMING)
) SS.
COUNTY OF Sublette)

William E. Hout (SEAL)

Patricia I. Hout (SEAL)

(SEAL)

(SEAL)

The foregoing instrument was acknowledged before me
by William E. and Patricia I. Hout, husband and wife
this 7th day of April, 19 86
Witness my hand and official seal.
My Commission Expires: My Commission Expires Sept. 30, 1990

Notary Public

611177 Rev. 10-83

298

299

STATE OF WYOMING
FHA 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
DENNIS KEENER AND GWYNN KEENER, husband and wife
herein designated as Mortgagor, of Kemmerer, County of Sublette, State of Wyoming, to secure the payment of the principal sum of
----------Seventy Four Thousand Three Hundred Thirty Three and no/100---- Dollars
($ 74,333.00).with interest at the rate of
----------Nine and Three Quarters---------- per centum
(9.7500 %)per annum as evidenced by a promissory note of even date herewith to the order of
FIRST WYOMING BANK, N.A. - KEMMERER
,
a corporation organized and existing under the laws of
THE UNITED STATES OF AMERICA
,
hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of
----------Six Hundred Sixty Two and 46/100---------- Dollars
($ 662.46),commencing on the first day of May ,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 April , 2011 ,
hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20) and Twenty-one (21), Block Sixteen (16), of the Marbleton Townsite as the same appears of record on the map or plat thereof filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

211319

RECORDED April 8, 1986 10:30 AM
IN BOOK 45 Mtg. PAGE 299
FEES $10.00 Lois J. Yoke COUNTY CLERK
SUBLETTE 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.

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: DK DSK

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

* "Privilege is reserved to pay the debt, in whole or in part, on any installment due date." (over)

[redacted] [redacted] V/[redacted]K

[redacted] [redacted] [redacted]

(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 (6) 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 (6) 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 Gwynn Keener wife of the said Dennis Keener 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 2nd day of April ,1986

In the presence of-

Dennis Keener
DENNIS KEENER

Gwynn Keener
GWYNN KEENER

THE STATE OF WYOMING
SS.
COUNTY OF Lincoln

On this 2nd day of April ,19 86 , before me personally appeared Dennis Keener and Gwynn Keener 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 2nd day of April ,A.D. 19 86

WILLIAM R. JAMES
NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
My Commission Expires January 16, 1990

(SEAL)

My commission expires

William R. James
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

USGPO: 19[illegible]-671-101/199

GPO: 1983--676-013/012

EXHIBIT C

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

UNIFORM MORTGAGE RIDER

As long as this mortgage is held by Wyoming Community Development Authority, Casper, Wyoming, the Mortgage 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 1-03A(3) 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 Mortgage Lender's prior written consent; or

(c) Borrower omits or misrepresnets a material fact in an applicaton 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 2nd day of April, 1986.

Dennis Keener
Signature

DENNIS KEENER
Printed

Gwynn Keener
Signature

GWYNN KEENER
Printed

WCDA MPP FORM #209A (5/84)

303 Loan #6805-Sweetwater

STATE OF WYOMING

001223

Farm Loan Mortgage

Wyoming Farm Loan Board

THIS MORTGAGE made this 26th day of March, 19 86, between

- - - - - - - - - - - -DUNTON SHEEP COMPANY, a Wyoming Corporation- - - - - - - - - - - -

- - - - - - - - - - - -of Sweetwater and Sublette Counties, 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:

See attached legal description

RECEIVED
SWEETWATER CO. CLERK
GREEN RIVER, WYO.

RECORDED MAR 27 1986 AT 11:55A M
IN BOOK 769 PAGE 1223-1226 GREEN RIVER, WYO.
No. 0971874 ALBERT B. VESCO, COUNTY CLERK

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 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.

211340

RECORDED April 9 1986 11:30 A.M
IN BOOK 45 Mtg. PAGE 303
FEES 16.50 Lois J. Gay COUNTY CLERK
SUBLETTE COUNTY CLERK

[redacted] [redacted] 00[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 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.

001225

(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.

DUNTON SHEEP COMPANY

(Corporate Seal)

BY: John F. Arambel, President and individually

Mary L. Arambel, Secy.-Treas.

ATTEST: Mary L. Arambel, Secretary/Treasurer and his wife

STATE OF WYOMING)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by John F. Arambel . Mary L. Arambel

this 26 day of MARCH , 19 86.

Witness my hand and official seal.

William B Boyle
Title of Officer

My Commission Expires: 2-24-88

STATE OF WYOMING)
) ss.
COUNTY OF Sweetwater)

RECEPTION NO. 001225

This instrument was filed for record at 11:05 o'clock A M., on the 27 day of

March A.D., 19 86, and duly recorded in Book 769 on page 1223-6

Ardyth B Gibson
County Clerk or Register of Deeds

Photographed _____
Indexed _____
Abstracted _____
Checked _____

Fees, $ _____

BY Sandra Schlatter
Deputy

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

TOWNSHIP 28 NORTH, RANGE 105 WEST, 6th P.M. Sublette Cty.

Section 3: SW¼SW¼
Section 9: N½NE¼: SE¼NW¼
Section 10: NW¼NW¼

TOWNSHIP 29 NORTH, RANGE 105 WEST, 6th P.M.

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

Section 5: Lots 2 and 3: NW¼SE¼: SW¼NE¼
Section 18: E½E½

TOWNSHIP 30 NORTH, RANGE 105 WEST, 6th P.M.

Secton 2: SE¼SE¼: NW¼SE¼: SW¼
Section 3: S½SE¼
Section 4: SW¼NW¼: SW¼
Section 5: Lots 1 and 2: S½NE¼: S½SW¼: NE¼SW¼: SE¼
Section 8: S½: S½NW¼: N½NW¼: N½NE¼
Section 9: NW¼NW¼
Section 10: NE¼: N½SW¼: SE¼NW¼
Section 11: N½NW¼: E½NE¼
Section 12: SW¼NW¼: W½SW¼
Section 13: W½NW¼
Section 15: W½SW¼: SE¼SW¼: SW¼SE¼
Section 17: NE¼: E½NW¼
Section 19: N½NE¼
Section 20: NW¼NW¼: SW¼NW¼
Section 21: NE¼NE¼
Section 22: W½NW¼: NE¼NW¼
Section 30: SW¼SE¼: SE¼SW¼: Lot 3
Section 31: N½NE¼

TOWNSHIP 30 NORTH, RANGE 107 WEST, 6th P.M.

Section 23: NW¼SW¼

TOWNSHIP 26 NORTH, RANGE 106 WEST, 6th P.M., SWEETWATER CTY

Section 11: N½NE¼: SE¼NE¼
Section 12: NE¼: SW¼NW¼: W½SW¼
Section 23: S½SE¼
Section 24: W½W½
Section 26: NW¼NE¼: NE¼NW¼

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RONALD J. SWAIN, a single man,

Box 894, Pinedale,
mortgagor, of Sublette County, State of Wyoming, to secure the payment of

Eight Thousand Seven Hundred and N0/100 ($8,700.00) Dollars, due 1-25-87

with interest from 1-24-86 at the rate of sixteen (16%) per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, payable in One (1) annual payment in the Principal Amount of $8,700.00 together with interest thereon at the rate of 16% per annum; said principal and interest payment due on 1-25-87; do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

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

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

TOWNSHIP 33 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 3: That part of the SW¼NW¼ that lies to the East of the center line of the Green River.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE GREEN 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.

211354
RECORDED April 9 19 86 4:00 PM
IN BOOK 45 Misc PAGE 307
FEES $ 6.00 Dawn J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy Hoskins

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

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

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

Dated this day of January A. D. 1986.

In the presence of

Ronald J. Swain
RONALD J. SWAIN

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Ronald J. Swain,

_____, _____,

this 9 day of ~~January~~ April, 19 86.

Witness my hand and official seal.

Signature

Notary Public
Title of Officer

My Commission Expires: 4/2/90

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, $_____

309 Released BK 13 Rec. Pg 628

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HERMAN GENETTI and IMOGENE GENETTI, husband and wife,

mortgagor s, of Rte. 2 Box 11 Pinedale, Sublette County, State of Wyoming, to secure the payment of Six Thousand Three Hundred and N0/100 ($6,300.00) - - - - - - - - - - Dollars, due 4-9-87 with interest from 4-9-86 at the rate of sixteen(16%) per cent per annum, payable 4-9-87 ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in one principal payment of $6,300.00 together with interest thereon at the rate of 16% per annum; said payment due and payable in full on or before 4-9-87; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tract Thirty-Three (33), Tyler Subdivision, Sublette County, Wyoming as the same appears of record on the official plat thereof filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights of way of record or in use; and to prior mineral reservations of record.

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

This mortgage is a **third** mortgage and is junior and subsequent to two prior mortgages granted to and held by the First National Bank of ~~Pinedale, Pinedale, Wyoming.~~

211355

RECORDED April 9 19 86 4:00 P M
IN BOOK 45 Misc PAGE 309
FEES $ 6.00 Lois J Yde 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 day of April A. D. 19 86.

In the presence of

Herman Genetti
HERMAN GENETTI

Imogene Genetti
IMOGENE GENETTI

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by HERMAN GENETTI and IMOGENE GENETTI,

this 9 day of April, 19 86.

Witness my hand and official seal.

Lynn Alexander
Signature
NOTARY PUBLIC
Title of Officer

My Commission Expires: 1/2/90

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, $

311

Rel. of RL 4 Rel. @ Pg 594

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GEORGE COULTER and IRENE COULTER, husband and wife,

mortgagors, of Box 244, Daniel, Wyoming, Sublette County, State of Wyoming, to secure the payment of Six Thousand Dollars and no/100 ($6,000.00) Dollars, due 3/20/91 with interest from 3/20/86 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 $145.91, which include interest at the rate of 16% per annum; first said payment due 4/20/86 and on the 20th day of each month thereafter until paid in full, do hereby mortgage to

mortgagee, whose address is FIRST NATIONAL BANK OF PINEDALE
Post Office Box 519
Pinedale, Wyoming 82941

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

Tract Twenty-Six (26), Redstone Warren Bridge Subdivision, Second Filing, Sublette County, Wyoming as the same appears of record on the official map or plat thereof filed in the office of the Sublette County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights-of-way of record or in use; and
SUBJECT TO: prior mineral reservations of record; and
FURTHER SUBJECT TO: Protective Covenants Governing REdstone Warren Bridge Subdivision recorded May 11, 1973 in Book 28 of Miscellaneous, page 659 in the office of the Sublette County Clerk, State of Wyoming.

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

211356

RECORDED April 9 19 86 4:00 P M
IN BOOK 45 Misc PAGE 311
FEES $ 6.00 Lucinda Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Deputy Marlene Lewis

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

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

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

Dated this 20th day of March A. D. 19 86

In the presence of

George Coulter
GEORGE COULTER

Irene Coulter
IRENE COULTER

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by George Coulter and Irene Coulter,

this 8th day of April, 1986.

Witness my hand and official seal.

Lynn Alexander
Signature

Notary Public
Title of Officer

My Commission Expires: 1/2/90

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, $...

313

Rlsd. BL 19 Rec'd 5:30 3/6/97

This form is used in connection with mortgages insured under the one-to-four family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS. That Timothy John Nugent and Lori Jo Nugent, husband and wife herein designated as Mortgagor, of P.O. Box 573, Big Piney, County of Sublette, State of Wyoming 83113, to secure the payment of the principal sum of --Sixty Thousand and No/100-- Dollars ($ 60,000.00), with interest at the rate of Nine and One Half per centum (9.500 %) per annum as evidenced by a promissory note of even date herewith to the order of Teton Mortgage Company, Inc.
P.O. Box 3904 Jackson, Wyoming 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 --Six Hundred Twenty Six and 53/100-- Dollars ($ 626.53), commencing on the first day of June, 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 May, 2001, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 3, Antelope Flats Subdivision, Sublette County, Wyoming

211377

RECORDED April 11, 1986 10:00 AM
IN BOOK 45 Mtg PAGE 313
FEES $12.00 Laura J. Jade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed 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 he will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said Lori Jo Nugent wife of the said Timothy John Nugent 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 5th day of April , 19 86

In the presence of—

Timothy John Nugent

Lori Jo Nugent

THE STATE OF WYOMING

COUNTY OF ~~[illegible]~~ Teton } ss:

On this 5th day of April , 19 86, before me personally appeared Timothy John Nugent and Lori Jo Nugent to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and official seal, this 5th day of April , A.D. 1986

STEPHEN M. WALSH Notary Public County of Teton State of Wyoming

My commission expires April 3, 1988

Notary Public.

STATE OF WYOMING

COUNTY OF } ss:

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

County Clerk and ex officio Register of Deeds

Fee: $

By Deputy

[redacted] MORTGAGE [redacted] RIDER [redacted]

This Rider, dated the 5th day of April, 19 86, amends the Mortgage of even date by and between Timothy John and Lori Jo Nugent, the Mortgagor, and Teton Mortgage Company, Inc., the Mortgagee, and NA, the NA, as follows:

1. Subsection (a) of Paragraph 2 is deleted.

2. Subsection (c)(I) of Paragraph 2 is deleted.

3. In the third sentence of Paragraph 3, the words "all payments made under the provisions of (a) of paragraph 2 hereof which the mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.

4. The fourth sentence of Paragraph 3 is amended by insertion of a period after ". . . then remaining unpaid under said Note" and deletion of the remainder of the sentence.

5. Paragraph 10 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

IN WITNESS WHEREOF, Timothy John and Lori Jo Nugent has set his hand and seal the day and year first aforesaid.

Timothy John Nugent [SEAL]

Timothy John Nugent

Lori Jo Nugent [SEAL]

Lori Jo Nugent

Signed, sealed and delivered
in the presence of

Stephen M Dahl

316

317

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 _____

Timothy John Nugent and Lori Jo Nugent

and appears recorded in book A 45 of mortgages, beginning on page # 313 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 3, Antelope Flats Subdivision, Sublette County, Wyoming

211378

RECORDED April 11 1986 10:00 AM
IN BOOK 45 Mtg PAGE 317
FEES $4.00 Lou J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 7th day of April, 1986.

By Stephen M. Walsh
Stephen M. Walsh, Vice President
Attest A. Rodgers
A. Rodgers Everett, President

State of Wyoming
Countyof Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh
the 7th day of April 1986.

Witness my hand and official seal.
My Commission Expires: 11-16-87

Notary

**Doing business without a corporate seal.

SECOND MORTGAGE DEED

TEDDY A. DAVNEY, a single woman, mortgagor, of Sublette County, State of Wyoming, to secure the payment of ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00), with SEVENTY-FIVE DOLLARS ($75.00) being due and payable on April 25, 1986; SEVENTY-FIVE DOLLARS ($75.00) being due and payable on May 25, 1986; and the balance due and payable on June 25, 1986; or upon sale or transfer of the property, with interest thereon from date hereof at the rate of 17% per annum, payable June 25, 1986, evidenced by a promissory note of even date herewith, do hereby mortgage to LEE ROBINSON, mortgagee, of Sublette County, Wyoming, the following described real estate, situated in the County of Sublette, and State of Wyoming, to-wit:

> Block 1, Lot 18, Redstone Second Addition to the Town of Pinedale, Wyoming;
>
> TOGETHER WITH all buildings, fences and improvements situated thereon or appurtenant thereto; EXPRESSLY SUBJECT, HOWEVER, TO an existing first mortgage in favor of F.H.A.

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

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any 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 she shall pay all sums hereunder, together with all costs of sale and foreclosure, including reasonable attorney's fees.

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

DATED this 11th day of April, 1986.

Teddy A. Davney
TEDDY A. DAVNEY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Teddy A. Davney this 11th day of April, 1986.

Witness my hand and official seal.

J. ELAINE HOUT NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

My Commission expires January 5, 1988

J. Elaine Hout
Notary Public

211392

RECORDED April 11 1986 3:30 PM
IN BOOK 45 Mtg. PAGE 318
FEES $4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

319 Released BK. 13 Rls. Pg. 649

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 Ninety Nine and 18/100-Dollars ($6,599.18), with interest as evidenced by a promissory note dated April 7, 1986 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 240 (10th) installments of $ 321.78 each on the ~~first~~ (10th) day of each month, beginning on the first day of May, 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 , 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.

211408

RECORDED April 14 19 86 8:00 A M
IN BOOK 45 Misc PAGE 319
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:

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 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 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) ha hereunto set hand(s) this 7th day of April , 19 86.

In the presence of—

.....

.....

Tinka L. Hiner

(X) Edward Wayne Hiner

.....

THE STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

On this 7th day of April 1986, before me personally appeared Edward Wayne Hiner and Tinka L. 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 7th day of April , A. D. 19 86.

(Seal)

My commission expires
September 1, 1989

Notary Public.

Frontier Printing —Cheyenne

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Earl L. Preston and Donna J. Preston Husband and Wife herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Thirty Three Thousand and no/100---------- Dollars ($ 33,000.00 with interest as evidenced by a promissory note dated March 17, 1986 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 35 installments of $ 1,135.00 each on the ~~first~~ 17th XXX day of each month, beginning on the ~~first~~ 17th XXX day of April, 1986, 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 March 17, 1989, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lots 1, 2, 3, 4, 5, and 6 of Block 52, Marbleton, Sublette County, Wyoming.

This mortgage is given in consideration of monies loaned to Wyoming Electric, Inc. as evidenced that certain promissory note of even date and like amount including all extensions and renewals thereof.

Mortgagor expressly covenants that its obligation to the Mortgagee shall not be assumed by any other party and that Mortgagor shall remain the sole obligor until said obligation is fully paid.

211410

RECORDED April 14 19 86 8:00 A.M.
IN BOOK 45 Misc PAGE 322
FEE $8.00 Lana 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:

Released BK. 14 Rel. @ 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 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 [redacted]come due and payable immedi[redacted]thout notice or demand. [redacted]

contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any, assessments, water charges, expenses 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 Donna J. Preston wife of the said Earl L. Preston upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 17th day of March, 19 86

In the presence of—

Donna J. Preston

Earl L. Preston

THE STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

On this 17th day of March 1986, before me personally appeared Donna J. Preston and Earl L. Preston 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 17th day of March, A. D. 1986.

(Seal)

Kathy Halgren
Notary Public.

My commission expires
September 1, 1989

Frontier Printing & Mailing Co.
—Cheyenne—

Plat Bk 10 Pg 283 2/8/06

325

MORTGAGE DEED

THIS INDENTURE, made this 7th day of April, 19 86, between Edwin T. Hudson and Diane L. Hudson, husband and wife hereinafter referred to as mortgagors, and Rocky Mountain Federal Savings and Loan Association, a corporation organized and existing under and by virtue of the laws of the United States of America, hereinafter referred to as mortgagee,

WITNESSETH, that the said mortgagors, for and in consideration of the sum of One Hundred Sixty-Five Thousand and 00/100ths ($165,000.00) DOLLARS, to them in hand paid by the mortagee, receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, convey and confirm unto said mortgagee, its successors or assigns, all the following described real estate situate in the County of Sublette, State of Wyoming, described as follows, to-wit:

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

211427

RECORDED August 14 1986 2:00 PM
IN BOOK 115 Misc. PAGE 325
FEES 6.00 Sara J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
Deputy Marlene

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 $...varying as per note..... each, the first such installment being due on the 1st day of May, 19 86, and a like sum due upon said day of each month thereafter until April 1, 2001, at which time a balloon payment of all remaining principal and interest accrued thereon will be due and payable in full.

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

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

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

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

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

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

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

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

Mortgagee is under no obligation to renew or refinance said note upon maturity

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.

Edwin T. Hudson

Diane L. Hudson

In the presence of

Gary Negich

[redacted] [redacted] [redacted]

THE STATE OF WYOMING }
COUNTY OF FREMONT } ss.

On this 7th day of April, 19 86, before me personally appeared
Edwin T. Hudson and Diane L. Hudson
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 7th day of April, 19 86

My commission expires Jan. 7, 1989 Notary Public

Marge Leslie - Notary Public
County of Fremont — State of Wyoming
My Commission Expires Jan. 7, 1989

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

On this ..... day of ....., 19...., before me personally appeared .....
.....,
to me known to be the person described in and who executed the foregoing instrument and acknowledged that .....executed the same as .....free act and deed.

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

.....
Notary Public

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

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

On this .....day of ....., 19...., before me personally appeared .....
.....,
to me personally known, who, having been by me first duly sworn, did say: That he is the ..... of
....., the Corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said ..... acknowledged said instrument to be the free act and deed of said Corporation.

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

.....
Notary Public

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

No.....

MORTGAGE DEED

.....

.....

.....

.....

TO

Rocky Mountain Federal Savings and Loan Association

THE STATE OF WYOMING }
COUNTY OF } ss.

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

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

By .....
Deputy.

Fees .....

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION

Released BK 153 Pg. 573

327

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KEN HARTWIG and LAURIE W. HARTWIG, Husband and Wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of FIFTEEN THOUSAND ($15,000.00)---------- DOLLARS, payable with interest from April 9, 1986 at the rate of 14.5 percent per annum, payable monthly evidenced by a Promissory Note, of even date herewith, do hereby mortgage to WYOMING EMPLOYEES FEDERAL CREDIT UNION, mortgagee, whose address is 2223 Warren Avenue, Cheyenne, WY 82001, the following-described real estate situated in the County of Sublette, in the State of Wyoming, together with all improvements now or hereafter erected on the property, to-wit:

Tract 41 of the Tyler Second Subdivision,
Sublette County, Wyoming.

211437

RECORDED April 15 1986 10:00AM
IN BOOK 45 Misc PAGE 327
FEES 6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Cheney, Deputy

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

In case default shall be made in the payment of the above sum hereby secured or the payment of the interest thereon, or any part of such principal or interest when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with interest thereon shall become due and payable, and the mortgagee's legal representatives or assigns shall have the power and authority to sell all or any part of the mortgaged property and foreclose this mortgage by giving 21 days notice of time and place of sale in a newspaper or general circulation published in the county wherein the mortgaged premises are situated. Said sale shall be for cash and shall be held at either auction or private sale, without appraisement before or after the sale, and the mortgagee, its heirs, executors, administrators, successors, and assigns are hereby given and granted the right to become purchasers at such sale. Said power of sale shall be in addition to any other available remedy provided by law. Mortgagee is hereby given full power and authority to execute and deliver a deed of conveyance of the premises sold to the purchaser or purchasers at such sale and out of the proceeds of such sale mortgagee shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorney's fees.

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

DATED this 9th day of April, 1986.

In the presence of:

Edwin R. Adams, Witness

Ken Hartwig

Laurie W. Hartwig

JOHN B ROGERS
Attorney at Law
P.O. Box 491
Equality State Bank Bldg.
Cheyenne, WY 82003

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged in person before me by Ken Hartwig and Laurie W. Hartwig, this 9th day of April, 19 86.

Witness my hand and official seal.

Edwin R. Adams
Notary Public
State of
Wyoming
My Commission Expires: July 28, 1988

Edwin R. Adams
Notary Public
Title of Officer

7/28/88
My Commission Expires:

RETURN TO:

John B. Rogers
300 Equality State Bank Bldg.
P.O. Box 491
Cheyenne, WY 82003

MORTGAGE DEED— FORM NO. 4—A

329

Rlsd Bk 18 pg 281 11/12/96

THE MILES COMPANY, SHERIDAN 15875

MORTGAGE

THIS MORTGAGE, made this 11 day of April, 19 86, between Patsy R. Rich, formerly Patsy R. Edwards and Dean Rich, husband

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and First Security Bank of Rock Springs, a Wyoming Banking Corporation

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

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

($ 65,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming

LOTS 8 AND 9 , BLOCK 2, SAMORA ADDITION TO THE TOWN OF PINEDALE,

SUBLETTE COUNTY, WYOMING

211439

RECORDED April 15 19 86 10:06 A M
IN BOOK 45 Mtg PAGE 329
FEES $ 8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. 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-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 .....
Sixty Five Thousand and NO/100 ----------
($ 65,000.00) Dollars, together with interest thereon at the rate of ...Twelve ---------- per cent
(12.00 %) per annum from .....April 11....., 19 86, until paid, according to the conditions of
.....said..... promissory note ....., dated .....April 11....., 19....86 the ultimate maturity date of which
is .....On Demand....., 19....., which promissory note was executed and delivered by

Patsy R. Rich, formerly Patsy R. Edwards and Dean Rich, Husband

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.....
Sixty Five Thousand and NO/100 ----------
($ 65,000.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

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

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

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

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

[redacted]330

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.

Patsy R Rich Patsy R Edwards

Patsy R. Rich formerly Patsy R. Edwards

Dean Rich

Dean Rich

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 11th day of April, 19 86, before me personally appeared

Patsy R. Rich formerly Patsy R. Edwards and Dean Rich, Husband

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

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

My commission expires: May 11, 1986

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

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

to me known to be the person ..... described in and who executed the foregoing instrument, and acknowledged that .....

..... executed the same as ..... free act and deed, including the release and waiver of homestead.

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

My commission expires: .....

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

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

..... to me personally known, who, being by me duly sworn, did say that he is the ..... of .....

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

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

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

My commission expires: .....

[redacted] [redacted] [redacted]

[redacted] [redacted] GBC[redacted]x21

UNIFORM COMMERCIAL CODE-FINANCING STATEMENT CHANGE

1. Debtor:

ITR PETROLEUM, INC.
1300 Main Street, Suite 512
Houston, Texas 77002

2. Secured Party:

Texas Commerce Bank National Association
712 Main Street
Houston, Texas 77002

3. This statement refers to original Financing Statement No. 21396, filed August 22, 1985 in, and recorded in Book 44, Pages 219-340 as Document No. 208178 of the Real Property Records of, Sublette County, Wyoming, which covers Collateral in said county described on Schedule I attached hereto and made a part hereof.

This Financing Statement Change is to be filed for record in the Real Estate Records.

4. Amendment. The Original Financing Statement is amended as set forth below:

This Amendment is filed in order to reflect the change of name of Debtor, as indicated in the original Financing Statement, from ITR Petroleum (Delaware), Inc., a Delaware corporation, to ITR Petroleum, Inc., a Nevada corporation, by merger. Nothing herein shall be construed to waive, impair or diminish any right or priority of Secured Party under the Original Financing Statement or any agreement creating the security interests perfected thereby.

DEBTOR:

ITR Petroleum, Inc., a Nevada corporation, successor by merger of ITR Petroleum, Inc., a Nevada corporation, ITR Petroleum, (Delaware), Inc., a Delaware corporation, and ITRP Acquisition Company, a Texas corporation

By: _____
Sidney F. Jones, Jr.
President

ATTEST:

_____
David G. Matthes
Secretary

211444

RECORDED April 15 1986 1:00 PM
IN BOOK 45 Mtg PAGE 332
FEES $18.25 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

-1-

211442

State of Wyoming)
) ss
County of Sublette)

FILED IN MY OFFICE
April 15, 1986
AT 1:00 O'CLOCK PM.

Lois J. Yake, County Clerk
By Jelli Peters

332

SECURED PARTY: TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By: Robert D Duncan
Robert D. Duncan
Vice President

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, Pam Piersol, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid and residing in Houston, Harris County, Texas, hereby certify that, on this 10th day of April, 1986:

There personally appeared before me severally each of the following persons, each being the designated officer of ITR PETROLEUM, 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, Inc., a Nevada 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, Inc.

(MICHIGAN) The foregoing instrument was acknowledged before me this day by the aforesaid mentioned persons as the said officers of ITR Petroleum, Inc., a Nevada 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.

(NORTH DAKOTA) On this day before me personally appeared such persons known to me to be such officers of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(OKLAHOMA) Before me personally appeared each such person, to me known to be the identical persons who subscribed the name of ITR Petroleum, 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, 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 Houston, County of Harris, State of Texas, on the date first above mentioned.

NOTARY PUBLIC

Pam Piersol

Printed Name: Pam Piersol
Notary Public in and for
The State of T E X A S

My Commission Expires:

September 14, 1989

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, Pam Piersol, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid and residing in Houston, Harris County, Texas, hereby certify that, on this 10th day of April, 1986:

There personally appeared before me severally the following person, being the designated officer of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, known to me to be such officer, such national banking association being a party to the foregoing instrument:

> Robert D. Duncan, Vice President, of Texas Commerce Bank National Association, a national banking association, whose address is 712 Main Street, Houston, Texas 77002.

(CALIFORNIA) On this day before me personally appeared the aforesaid mentioned person known to me to be said officer of the national banking association that executed the within instrument, and acknowledged to me that such national banking association 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 such person, an officer of such national banking association in the capacity set forth opposite the name of such person above.

(KANSAS) This instrument was acknowledged to be on said date by the aforesaid mentioned person as said officer of Texas Commerce Bank National Association.

(MICHIGAN) The foregoing instrument was acknowledged before me this day by the aforesaid mentioned person as the said officer of Texas Commerce Bank National Association, a national banking association, on behalf of the national banking association.

(MISSISSIPPI) Personally appeared before me the within named person, the said officer of said national banking association, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein given on behalf of said national banking association.

(MONTANA) On this day before me personally appeared the aforesaid mentioned person, known to me to be the officer of the national banking association that executed the within instrument, and acknowledged to me that such national banking association executed the same.

(NEBRASKA)
(NEW MEXICO) The foregoing instrument was acknowledged before me this day by the aforementioned person, an officer of such national banking association in the capacity set forth opposite the name of such person above, on behalf of such national banking association.

(NORTH DAKOTA) On this day before me personally appeared such person known to me to be such officer of the national banking association described in and that executed the within instrument, and acknowledged to me that such national banking association executed the same.

(OKLAHOMA) Before me personally appeared such person, to me known to be the identical person who subscribed the name of Texas Commerce Bank National Association to the foregoing instrument in the capacity set forth opposite the name of such person above and acknowledged to me that he executed the same as the free and voluntary act and deed of such national banking association, for the uses and purposes therein set forth.

(TEXAS) Before me personally appeared such person, known to me to be the person whose name is subscribed to the foregoing instrument as the designated officer of Texas Commerce Bank National Association, being the national banking association named in said instrument, and personally known to me to be such officer of said national banking association, and 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 national banking association.

(WYOMING) The foregoing instrument was acknowledged before me by said officer in the capacity set forth opposite the name of such person 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 Houston, County of Harris, State of Texas, on the date first above mentioned.



Pam Piersol

Printed Name: Pam Piersol
Notary Public in and for
The State of T E X A S

My Commission Expires:

September 14, 1989

SCHEDULE I

A. All of Debtor's interest, now owned or hereafter acquired, in and to the lands described in Annexes 001 through 029 (each including an Exhibit A, B and C) attached hereto and hereby made a part hereof (said Annexes being herein collectively referred to as the "Attachment"), which lands shall include any lands the description of which is incorporated in the Attachment by reference to another instrument or document and all lands now or hereafter unitized or pooled with any lands described in the Attachment or which are incorporated in the Attachment by reference;

B. All of Debtor's interest, 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 Debtor'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 Debtor'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 Debtor's rights, now or hereafter existing, under all contracts now in effect or hereafter entered into by Debtor, or any of Debtor's predecessors in interest, or by any other person to the extent that Debtor 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 Debtor'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 Debtor'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 Debtor'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, 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 Debtor (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 Debtor'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 Debtor might at any time have been 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.

Federal #40-30
Sublette County, W
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.

340

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]

[redacted] [redacted]

Hanson Fe[redacted]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

342

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

343

[redacted] [redacted] Ha[redacted]ederal #20
Sublette County, W
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] Fed al #20-20, F[redacted] #40-20
Sublette County, W[redacted]
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) - 16.4256%
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

[redacted]

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

[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	NET REVENUE INTEREST
	Federal #20-20	Federal #20-20
Before Payout:	.21166484	.16922734
After Payout:	.19305579	.15541010

	WORKING INTEREST	NET REVENUE INTEREST
	Federal #40-20	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.

549

Federal #20-2B
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

[redacted] [redacted] [redacted]

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

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

[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).

ANNEX
007

552

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] [redacted]

Federal 20-30
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.

ederal #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] 0-1
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

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 Fe[redacted] #30-1
Sublette Co[redacted] 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] Federal [redacted]
Sublett[redacted]nty, 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

[redacted] [redacted] Federal [redacted]
Sublette County, WY
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.

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

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.

ANNEX
012

ECS

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.

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".

7.536749% 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.

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

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]

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.

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014

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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

[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

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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] [redacted]

Federal 40-19
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

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]

Feder[redacted]-30
Suble[redacted]unty, 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
018

EOC

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.

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

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. 7.536749% 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

[redacted] [redacted]

Federa[redacted]0
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 #40-30
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.

[redacted] [redacted]

Federal [redacted]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

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

[redacted] [redacted]

Federal 4[redacted]/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

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] [redacted]

[redacted] [redacted]

Federal [redacted] 2
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.

ANNEX
022

Federal #10-32
Sublette County, WY
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

[redacted] [redacted] [redacted]

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

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.

ANNEX
024

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

[redacted] [redacted] Federal [redacted]0
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

[redacted]

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

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] Amoc AJ-1 AKA F[redacted]l #20-18
Sub. tte County, WI
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.

ANNEX
026

Amoco AJ-1 AKA Federal #20-18
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/2NE/4	62	46

[redacted] [redacted] Amoc AJ-1 a/k/a [redacted]1 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 `0-19 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.

ANNFX
027

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.

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] Federal # -19 a/k/a Am[redacted]-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

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.

[redacted] [redacted] Feder[redacted]0-19
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".

2.0390% 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.

Amoco AG-1 AKA Pederal #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

Amoc 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.

[redacted] [redacted] [redacted]

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Wyoming Bank, N.A. - Kemmerer, a corporation organized and existing under the Laws of the United States 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 Dennis Keener and Gwynn Keener, husband and wife

and appears recorded in book 45 of mortgages, beginning on page 299 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20) and Twenty-one (21), Block Sixteen (16), of the Marbleton Townsite as the same appears of record on the map or plat thereof filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

211459

RECORDED April 16 AT 8:00 A.M.
IN BOOK 45 Mtg PAGE 422
FEES $ 4.00 Lois J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McElwee

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 15th day of April, 19 86.

By First Wyoming Bank, N.A. - Kemmerer

Attest: William R. James
Title William R. James, Vice-President

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

The foregoing instrument was acknowledged before me by William R. James

this 15th day of April, 19 86

Witness my hand and official seal.

My Commission expires: June 29, 1988

Bobbie J. Wetzel
Title of Officer

WCDA Form Number 203
12/79

Partial Rel 19 Pg 250
rlsd. bk. 33 pg. 482
3/4/15

Farm Loan Mortgage

STATE OF WYOMING

Wyoming Farm Loan Board

THIS MORTGAGE made this 16th day of APRIL, 19 86, between

RANCH E.M.S. C.S. Q.S.

-GRUBBING HOE PARTNERSHIP, a Wyoming Partnership-

-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

-ONE HUNDRED EIGHTY-SIX THOUSAND AND NO/100 ($186,000.00)- 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:

211472

"SEE ATTACHED DESCRIPTION"

RECORDED April 16 1986 5:00 PM
IN BOOK 45 Mtg PAGE 423
FEES $10.50 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Chesney, 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 -ONE HUNDRED EIGHTY-SIX THOUSAND AND NO/100 ($186,000.00)- 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 -EIGHTEEN THOUSAND ONE HUNDRED FOUR AND 56/100- DOLLARS, on the first day of December of each year and one payment of -EIGHTEEN THOUSAND ONE HUNDRED FOUR AND 86/100- 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 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 [redacted] GAGEE, 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.

(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.

GRUBBING HOE RANCH PARTNERSHIP

Edna M. Swain as Trustee of the Edna M. Swain February 28, 1984 Family Trust and Partner

Garland R. Swain, Partner

Rhonda F. Swain, Partner

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Edna M. Swain, as Trustee, Garland R. Swain, Rhonda F. Swain, partners of the Grubbing Hoe Ranch Partnership **this** 16th **day of** April, 19 86.

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: 7/28/86

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

Section 3 : SW¼NW¼ lying west of the centerline of the Green River;
Section 4 : Lots 1, 2, 3 and 4, S½N½, E½SE¼, NW¼SE¼, N½SW¼SE¼, SW¼;
Section 5 : S½NE¼, N½SE¼, SE¼SE¼;
Section 8 : E½NE¼;
Section 9 : NW¼;

TOWNSHIP 34 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 32 : SE¼SE¼;
Section 33 : SW¼SE¼, S½SW¼.

EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF THE GREEN RIVER.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Randal E. McNinch, a Single Man

herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Twenty One Thousand Seven Hundred Twenty One Dollars ($ 21,721.00) with interest as evidenced by a promissory note dated April 15, 1986 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 $ 21,721.00 each on the first day of each month, [illegible] due July 15, 1986, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lot 9 of the Osterhout Addition to the Town of Big Piney 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 the buildings, fences and improvements situated thereon or appurtenant thereto, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situated thereon or appurtenant thereto;

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents

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.

211514

RECORDED April 21 19 86 8:00 AM
IN BOOK 45 Mtg PAGE 427
FEES $8.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

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

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

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

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on any interest paying date prior to maturity.

2. That the Mortgagor will 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:

5-23-86
T 31 R 118 - B 13 P. 245

[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.

428

That in case default shall be made in the payment when due of the indebtedness hereby

of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein 429
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 wife of the said upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) has hereunto set his hand(s) this 15th day of April , 19 86

In the presence of—

THE STATE OF WYOMING
} ss:
COUNTY OF

On this 15th day of April 1986 , before me personally appeared Randal E. McNinch 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 15th day of April , A. D. 19 86 .

(Seal)

My commission expires
9/17/89

Notary Public.

Frontier Print[redacted]

MORTGAGE

THIS MORTGAGE is made this 14th day of April, 1986, between the Mortgagor, Dan M. Hinesley & Ellen R. Hinesley, Husband and Wife, & Marion F. Hinesley and Mary Jane Hinesley, Husband and Wife (herein "Borrower"), and the Mortgagee, Sweetwater Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 544 Broadway, Rock Springs, Wyoming 82901 (herein "Lender"),

WHEREAS, Borrower is indebted to Lender in the principal sum of --Twenty Seven Thousand and No/100--------($27,000.00)--------- Dollars, which indebtedness is evidenced by Borrower's note dated April 14, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 14, 1991;

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

211518

RECORDED April 21 1986 11:30AM
IN BOOK 45 Mtgs PAGE 430
FEES $12.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, Deputy

which has the address of Country Road [Street], Pinedale [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

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

x Mary Jane Hinesley x Marion F. Hinesley
—Borrower

x Ellen R Hinesley x Dan M. Hinesley
—Borrower

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this 4 14 86 (date) by Dan M. Hinesley, Ellen R Hinesley, Marion F Hinesley & Mary Jane Hinesley (person acknowledging)

My Commission expires: 6-28-86

Geraldine J Conklin
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

[redacted] [redacted] [redacted]

An undivided one-sixth (Und.1/6) interest in and to the following parcel of land situate in Sublette County, Wyoming, and being more particularly described as follows, to-wit:

That part of the S½SW¼ of Section 20 and the N½NW¼ of Section 29, Township 34 North, Range 109 West, of the 6th Principal Meridian, Sublette County, Wyoming, more particularly described as follows, to-wit:

Beginning at a point on the northeasterly right-of-way line of the Cora-Pinedale County Road S.44°36'E., 1,029.5 feet from the northwest corner of said Section 29 where is found a 2" galvanized steel pipe 30" long with brass cap inscribed "Paul N. Scherbel RLS 164 Big Piney, Wyoming 1965"
T34N R109W
S19 / S20
S30 / S29
thence N.50°11'E., 700.0 feet along the existing Curtright tract to a point;
thence S.39°49'E., 650.0 feet along the said Curtright tract to a point;
thence N.50°11'E., 300.0 feet;
thence N.39°49'W., 890.6 feet;
thence S.50°11'W., 1,000 feet to the said northeasterly right-of-way line;
thence S.39°49'E., the base bearing for this survey, 240.6 feet along the said right-of-way line to the point of beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed Survey Point Do Not Disturb RLS 164"; and

An undivided one-sixth (Und.1/6) interest in and to the following parcel of land situate in Sublette County, Wyoming, and being more particularly described as follows, to-wit:

A tract of land in the N½NW¼ of Section 29, Township 34 North, Range 109 West of the 6th Principal Meridian, Sublette County, Wyoming, and being more particularly described as follows, to-wit:

Beginning at a point on the northeasterly right-of-way line of the Cora-Pinedale County Road S.44°36'E., 1,029.5 feet from the northwest corner of said Section 29;
thence S.39°49'E., 325 feet to a point;
thence N.50°11'E., 700.0 feet to a point;
thence N.39°49'W., 325 feet to a point;
thence S.50°11'W., 700.0 feet to the point of beginning.

435

This form is used in connection with mortgages insured under the one-to-four family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Stephen L. Billeb and Bonnie R. Billeb, husband and wife herein designated as Mortgagor, of P.O. Box 1176, Big Piney, County of Sublette, State of Wyoming 83113, to secure the payment of the principal sum of --Fifty Eight Thousand Eight Hundred Fifty and NO/100 -- Dollars ($ 58,850.00), with interest at the rate of Ten and One Half per centum (10.500 %) per annum as evidenced by a promissory note of even date herewith to the order of Teton Mortgage Company, 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 Thirty Eight and 32/100 -- Dollars ($ 538.32), commencing on the first day of June, 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 May, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 8 of the Little Piney Subdivision, Sublette County, Wyoming

211520

RECORDED April 21 1986 11:30AM
IN BOOK 45 Mtg PAGE 435
FEES $12.00 Lois J. Yates COUNTY CLERK
SUBLETTE 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.

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed 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 he will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said Bonnie R. Billeb wife of the said Stephen L. Billeb upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 14th day of April , 1986

In the presence of—

X Stephen L. Billeb
Stephen L. Billeb

X Bonnie R. Billeb
Bonnie R. Billeb

THE STATE OF WYOMING
} ss:
COUNTY OF Sublette

On this 14th day of April , 1986 , before me personally appeared Stephen L. Billeb and Bonnie R. Billeb to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and official seal, this 14th day of April , A.D. 1986

Brian A. Sawyer Notary Public County of Sublette State of Wyoming My Commission Expires Mar. 1, 1988 [SEAL]

My commission expires March 1, 1988

X Brian A. Sawyer
Notary Public

STATE OF WYOMING
} ss:
COUNTY OF

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

[redacted] MORTGAGE [redacted] RIDER [redacted]

This Rider, dated the 14th day of April, 19 86, amends the Mortgage of even date by and between Stephen L. & Bonnie R. Billeb, the Mortgagor, and Teton Mortgage Company, Inc., the Mortgagee, and NA, the NA, as follows:

1. Subsection (a) of Paragraph 2 is deleted.

2. Subsection (c)(1) of Paragraph 2 is deleted.

3. In the third sentence of Paragraph 3, the words "all payments made under the provisions of (a) of paragraph 2 hereof which the mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.

4. The fourth sentence of Paragraph 3 is amended by insertion of a period after ". . . then remaining unpaid under said Note" and deletion of the remainder of the sentence.

5. Paragraph 10 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

IN WITNESS WHEREOF, Stephen L. & Bonnie R. Billeb has set his hand and seal the day and year first aforesaid.

X Stephen L. Billeb [SEAL]
Stephen L. Billeb

X Bonnie R Billeb [SEAL]
Bonnie R. Billeb

Signed, sealed and delivered
in the presence of

X _____

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 14th day of April, 1986 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 Note to Teton Mortgage Company, Inc. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5 Aspen Lane Big Piney Wyoming 83113
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions and restrictions which contain no forfeiture or reverter clause, as contained in the Protective Covenants recorded March 11, 1974 in Book 29 of Misc., page 478. (the "Declaration"). The Property is a part of a planned unit development known as Little Piney Subdivision
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

X Stephen L. Billeb (Seal) -Borrower
Stephen L. Billeb

X Bonnie R. Billeb (Seal) -Borrower
Bonnie R. Billeb

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 Stephen L. Billeb and Bonnie r. Billeb and appears recorded in book 45 of mortgages, beginning on page 435 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 8 of the Little Piney Subdivision, Sublette County, Wyoming

211521

RECORDED April 21 1986 11:30 AM
IN BOOK 45 Mtg. PAGE 440
FEES $ 4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, 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 17th day of April, 1986.

By Stephen M. Walsh, Vice President
Attest A. Rodgers Everett, President

State of Wyoming
Countyof Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 17th day of April 1986.

Claire K. Abrams
Notary

Witness my hand and official seal.
My Commission Expires: 7-18-88

**Doing business without a corporate seal.

CLAIRE K. ABRAMS NOTARY PUBLIC
TETON COUNTY, WYOMING
My Commission Expires July 18, 1988

441

Rlsd. BK 17 Rel. pg 108

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 Billy Joe Krieger and Katie Banasky Krieger, Husband and Wife, County of Sublette, State of Wyoming 83113, herein designated as Mortgagor, of P.O. Box 692 Big Piney, to secure the payment of the principal sum of --Sixty Two Thousand Eight Hundred Fifty and No/100 -- Dollars ($ 62,850.00), with interest at the rate of Nine and One Half per centum (9.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

Teton Mortgage Company, 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 Twenty Eight and 48/100 ---- Dollars ($ 528.48), commencing on the first day of June, 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 May, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 6 Friendly Creek Subdivision, Sublette County, Wyoming

211537

RECORDED April 22, 19 86 2:00 P M
IN BOOK 45 Mtg. PAGE 441
FEES $ 10.00 Lois J. Yake COUNTY CLERK
SUBLETTE 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.

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. * [illegible] See below

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

Privilege is reserved to pay the debt, in whole or in part, on any installment due date[illegible]

[redacted] [redacted] [redacted]

(b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be o be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by he Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set orth: (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 f payments actually made by the Mortgagee for ground rents, taxes, and assessments or insurance premiums, as the ase may be, such excess at the option of the mortgagee shall be credited by such Mortgagee on subsequent payments o be made by the Mortgagor or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor nder (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments or insurance remiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee ny amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, r insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with he 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 n the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any f the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee cquires 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) f 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 DATE 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 valver 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 encry, 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 KATIE BANASKY KRIEGER wife of the said BILLY JOE KRIEGER 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 18th day of APRIL, 1986

In the presence of—

Billy Joe Krieger
BILLY JOE KRIEGER

Katie Banasky Krieger
KATIE BANASKY KRIEGER

THE STATE OF WYOMING }
} ss:
COUNTY OF SUBLETTE }

On this 18th day of APRIL, 1986, before me personally appeared Billy Joe and Katie Banasky Krieger 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 18th day of April, A.D. 1986

JO ANN MAHONEY
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires Sept. 27, 1986

My commission expires

Jo Ann Mahoney
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

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18th day of April, 1986, 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 Note to Billy Joe Krieger and Katie Banasko Krieger (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

31 Bill Budd Road Marbleton, Wy 83113
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions and restrictions, which contain no forfeiture or reverter clause, as contained in the Restrictions recorded 8/6/82 in book 40 of Misc., page 589 as amended in instrument recorded 1/2/86 in Book 48 of Misc., page 497 (the "Declaration"). The Property is a part of a planned unit development known as

Friendly Creek Subdivision
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Billy Joe Krieger (Seal) -Borrower

Billy Joe Krieger

Katie Banasky Krieger (Seal) -Borrower

Katie Banasky Krieger

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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

Billy Joe Krieger and Katie Banasky Krieger

and appears recorded in book X 45 of mortgages, beginning on page 441 in the office of the County Clerk of ~~XXXXX~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 6 Friendly Creek Subdivision, Sublette County, Wyoming

211538

RECORDED April 22 19 86 2:00 P M
IN BOOK 45 Mtg. PAGE 445
FEES $4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

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 April, 1986.

Dale Barlage, Board Chairman

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 18th day of April 1986.

Witness My hand and official seal.
My Commission expires: 7-18-88

CLAIRE K. ABRAMS NOTARY PUBLIC
Teton County, State of Wyoming
Commission expires July 18, 1988.

Claire K. Abrams

*Doing business without a corporate seal.

[redacted] [redacted] [redacted]

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 120 W. Pearl St., 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 Sixty Two Thousand Eight 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 18th day of April, in the year One Thousand Nine Hundred and Eighty Six, made by Billy Joe Krieger and Katie Banasky Krieger in favor of Teton Mortgage Company, Inc. and conveying the following described property:

Lot 6 Friendly Creek Subdivision, Sublette County, Wyoming

and which said Mortgage was recorded in the office of the County Clerk and Ex-officio Register of Deeds in Said County of ~~XXXXX~~ Sublette on the 22nd day of April, in the year 19 86, in Book 45 of Mortgages, at Page 445, 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 Assistant Vice President, and sealed with its corporate seal, attested by its Executive Secretary, this 18th day of April, 19 86.

First Wyoming Bank N.A. - Jackson Hole

By: Craig J. Miller
Craig J. Miller, Assistant Vice President

ATTEST:

CORPORATE SEAL

THE STATE OF WYOMING)
) ss
COUNTY OF Teton)

On this 18th day of April, 19 86, before me appeared Craig J. Miller, to me personally known, who, being by me duly sworn, did say that he is the Assistant 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 April, 19 86.

Marcia E. Jurekovic
Notary Public

Marcia E. Jurekovic NOTARY PUBLIC
Teton County Wyoming
Commission expires June 23, 1988

My Commission Expires: 6-23-88

REL - 101A (2-78)

211539

RECORDED April 22 AD 86 2:00 P M
IN BOOK 45 Mtg. PAGE 446
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

Release, Book 13, Page 413

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MORTGAGE

THIS MORTGAGE is made this Fourteeth day of April, 19 86, between the Mortgagor, Michael Preston and Debbie Preston, husband and wife (herein "Borrower"), and the Mortgagee, BANK OF JACKSON HOLE, a corporation organized and existing under the laws of Wyoming, whose address is 990 W. Broadway Jackson, Wyoming 83001 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy five thousand and no/100 ---------- Dollars, which indebtedness is evidenced by Borrower's note dated April 14, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 15, 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 Teton, State of Wyoming:

A portion of Lot 16, Meadow Canyon Estates, described as follows:
Beginning at a point on the center line of Second West Road, S01°00'00"W, 203.15 feet from theNortheast Corner of Lot 16 of Meadow Canyon Estates Subdivision of record in the Office of the Clerk of Sublette County in Book 34 Miscellaneous Records, page 491, which point is N85°00'00"E, 30.17 feet from a monument set at an 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 center line; THENCE West 292.43 feet; THENCE North 295.00 feet; THENCE East 297.57 feet to the point of beginning.

211545

RECORDED April 23 19 86 8:00 AM
IN BOOK 45 Mtg. PAGE 447
FEES $ 10.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

which has the address of 110 1st North Road [Street] Big Piney, Wyoming 83113 [City]
(herein "Property Address");
[State and Zip Code]

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Michael S. Preston
Michael Preston —Borrower

Debbie Preston
Debbie Preston —Borrower

STATE OF WYOMING, County ss:

The foregoing instrument was acknowledged before me this 14th day of April, 1986 by
(date)

Michael & Debbie Preston
(person acknowledging)

My Commission expires: 9-18-89

Anne J. Parrott
County of Teton
State of Wyoming
My Commission Expires: Sept. 18, 1989

Nancy J. Parrott
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

450

Rand Title Co.

Released BK 17 Pg 202 451 Assignment of Mtg. Book 56 Mtg Page 250

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Robert A. Hoefer and Sue Hoefer
Mortgagor(s)

111 Winkleman, Marbleton, Wyoming
Address

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

Sixty Thousand and no/100---------- Dollars, due 4-2-1996
Final Payment Due Date

with interest from 4-2-86 at the rate of see note per cent per annum, payable monthly evidenced by a
Date Funds Disbursed

promissory note, do hereby mortgage to First Guaranty Savings and Loan Association

mortgagee, whose address is

201 Canyon Rd. Diamondville, WY 83116

the following described real

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

Lots: 1, 2, 3, 4, 5, 6, 7 and 8 Block-45
Marbleton Townsite, Sublette County, Wyoming

211574

RECORDED April 25 A.D. 86 9:30 A M
IN BOOK 45 mtg PAGE 451
FEES $ 4.00 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 Forty Thousand (40,000.00) Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor(s) shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee or their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, and it shall be lawful for the mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the mortgagee and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the mortgagee on demand, to the mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the mortgagor binds himself personally to pay the unpaid balance, and the mortgagee will be entitled to a deficiency judgment.

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

This mortgage is non-assumable and due in full upon sale.

Dated this 2nd day of April A. D. 19 86

In the presence of State of Wyoming, County of Lincoln - The Foregoing instrument was acknowledged before me by Robert A. Hoefer & Sue Hoefer, this 2nd day of April 19 86.

Witness

Marie Lebolo
Witness

Robert A. Hoefer
Mortgagor

Sue Hoefer
Mortgagor

MARIE LEBOLO - Notary Public
County of Lincoln State of Wyoming
My Commission Expires July 8, 1989

RECORDED ..... A.D. .....
IN BOOK ..... PAGE ..... Sublette County, Wyo.
NO. ..... Lois J. Yake, County Clerk

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

and

DESIGNATION OF SUCCESSOR TRUSTEE

and

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

This Assignment of Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement and First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement and Designation of Successor Trustee and Second Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, dated as of April 11, 1986 (this "Instrument"), is among REPUBLICBANK DALLAS, NATIONAL ASSOCIATION (formerly Republic National Bank of Dallas), a national banking association ("Assignor"), with an address of Pacific and Ervay Streets, P.O. Box 225961, Dallas, Texas 75265, INTOIL, INC., a Delaware corporation ("Assignee"), with an address of 5680 South Syracuse Circle, Suite 300, Englewood, Colorado 80111, ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation ("Borrower"), ARAPAHO VENTURES, INCORPORATED, a Texas corporation ("Ventures"), and ARAPAHO ENERGY, INC., a Colorado corporation ("Energy"), each with an address of 7409 South Alton Court, Englewood, Colorado 80112, ROBERT F. MILLER, JR., as Trustee, with an address of Pacific and Ervay Streets, P.O. Box 225961, Dallas, Texas 75265, and ANIS A. ISHTEIWY, as Successor Trustee, with an address of 5680 South Syracuse Circle, Suite 300, Englewood, Colorado 80111.

Recitals

A. Assignor and Borrower executed that certain Loan Agreement, executed March 21, 1980 (the "Original Loan Agreement"), pursuant to which Assignor agreed to make loans to Borrower in amounts not to exceed $10,000,000, such loans being evidenced by that certain Promissory Note, dated March 21, 1980 (the "Original Note"), made by Borrower and payable to the order of Assignor in the principal amount of $10,000,000 and maturing April 10, 1987.

B. To secure Borrower's obligations under the Original Loan Agreement and the Original Note, Borrower, Ventures and Energy executed that certain Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, executed March 21, 1980 (the "Original Mortgage"). The Original Mortgage was filed and recorded as set forth on Schedule I attached hereto and made a part hereof.

211599

RECORDED April 28 1986 8:00 A.M.
IN BOOK 45 Mtg PAGE 452
FEES $ 46.25 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

C. Energy, Ventures, Arapaho Ventures of New York, Inc., a New York corporation ("Ventures-NY"), and Pipeline Systems, Inc., a Texas corporation ("Pipeline"), executed that certain Guaranty, executed March 21, 1980 (the "Original Guaranty"), by which they guaranteed the payment and performance of all obligations of Borrower to Assignor.

D. Assignor and Borrower amended and restated the Original Loan Agreement in its entirety by executing that certain First Restated Loan Agreement, executed as of April 22, 1985 (the "Restated Loan Agreement"); and the Original Note was renewed and extended by that certain Promissory Note, dated April 22, 1985 (the "Replacement Note"), made by Borrower and payable to the order of Assignor in the principal amount of $10,000,000 and maturing March 31, 1991. In addition, the Original Guaranty was amended and restated by that certain Guaranty, dated as of April 22, 1985 (the "Restated Guaranty"), executed by Energy, Ventures, Ventures-NY and Pipeline. The Original Loan Agreement and the Restated Loan Agreement are collectively referred to herein as the "Loan Agreement." The Original Note and the Replacement Note are collectively referred to herein as the "Note." The Original Guaranty and the Restated Guaranty are collectively referred to herein as the "Guaranty."

E. To describe expressly the obligations of Borrower under the Loan Agreement and the Note and the obligations of Energy under the Guaranty as being secured by the Original Mortgage, Borrower, Ventures and Energy amended the Original Mortgage by executing that certain First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, effective as of June 1, 1985 (the "Amended Mortgage"). The Amended Mortgage was filed and recorded as set forth on Schedule II attached hereto and made a part hereof. The Original Mortgage and the Amended Mortgage are collectively referred to herein as the "Mortgage."

F. Schedule III attached hereto and made a part hereof sets forth all waivers, releases and subordinations of the Mortgage.

G. Assignee has purchased the loan provided for in the Loan Agreement as evidenced by the Note, secured in part by the Mortgage and guaranteed by the Guaranty. Pursuant thereto, Assignor endorsed the Note and assigned the Loan Agreement and the Guaranty to Assignee; and immediately thereafter Assignee and Borrower amended the Note by Amendment, dated as of April 11, 1986, that extended the maturity date of the Note to June 1, 1991.

H. This Instrument is executed (i) to assign and transfer to Assignee the Mortgage and all rights incident thereto; (ii) to designate a successor Trustee to act under the terms of the Mortgage; and (iii) to amend the Mortgage to make reference to the amendment to the Note.

Agreement

In consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

ASSIGNMENT

Assignment. Assignor hereby assigns and transfers to Assignee, and its successors and assigns, all of its right, title and interest in, to and under the Mortgage and in, to and under all of the properties, interests and rights covered or created thereby. Except as set forth in Schedule III, Assignor is the owner and holder of the Mortgage and the interests and rights created thereby, free and clear of all liens, encumbrances, burdens, assignments and transfers created by, through or under Assignor; and Assignor shall warrant and forever defend the title of Assignee thereto from any person or entity claiming an interest therein by, through or under Assignor, but not otherwise. Assignor also hereby assigns and transfers to Assignee, and its successors and assigns, to the extent so transferable, the benefit of and right to enforce the covenants and warranties that Assignor is entitled to enforce against Assignor's predecessors in title, including without limitation Borrower, Ventures and Energy.

ARTICLE II

DESIGNATION OF SUCCESSOR TRUSTEE

Designation of Successor Trustee. Pursuant to Section 7.12 of the Original Mortgage, Robert F. Miller, Jr., is hereby removed as Trustee under the Mortgage and is hereby discharged from any and all liability thereunder, and Anis A. Ishteiwy is hereby appointed as successor Trustee thereunder in his stead, and there is hereby vested in Anis A. Ishteiwy all of the right, title and interest of Robert F. Miller, Jr., in, to and under the Mortgage and the properties, interests and rights covered or created thereby. Henceforth, Anis A. Ishteiwy shall succeed to all of the rights, powers, privileges, immunities and duties previously conferred upon Robert F. Miller, Jr., or his predecessor. To the extent necessary to confirm such removal and appointment, Robert F. Miller, Jr., hereby assigns to Anis A. Ishteiwy all of his right, title and interest in, to and under the Mortgage and in, to and under all properties, interests and rights covered or created thereby.

ARTICLE III

SECOND AMENDMENT TO ORIGINAL MORTGAGE

Amendment. Assignee, Borrower, Ventures and Energy hereby agree that Section 1.1(b) of the Original Mortgage, as amended by §1.1 of the Amended Mortgage, is hereby amended to read in its entirety as follows:

> (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, as amended by that certain Amendment, dated as of April 11, 1986, extending the maturity date of such note to June 1, 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 April 10, 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, as amended, 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");.

The indebtedness evidenced by the Note, as amended, is a continuing indebtedness and nothing contained herein shall be deemed to release or terminate any lien or security interest that secures payment of the Note, as amended. Except as specifically amended herein, all the terms and conditions of the Mortgage shall continue and remain in full force and effect. Borrower, Ventures and Energy hereby adopt, ratify, approve and confirm in every respect the Mortgage as amended, and hereby specifically reaffirm their respective obligations under the warranties, representations, covenants and agreements contained in the Mortgage. Borrower, Ventures and Energy hereby grant, bargain, sell, assign, mortgage, transfer, convey, pledge and set over so much of their right, title and interest as is necessary to effectuate the amendment provided for herein and the terms of this Instrument.

ARTICLE IV

MISCELLANEOUS

Miscellaneous. This Instrument may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Instrument. To allow the proper indexing and recording of this Instrument in the States of Oklahoma and Wyoming, there is attached hereto and made a part hereof as Exhibit A a set of legal descriptions of the properties subject to the Mortgage that are located in those States. To facilitate recording, the counterpart to be recorded in a given county or parish may contain only that portion of Exhibit A that describes property located in that county or parish. Assignor, Assignee, Borrower, Ventures, Energy, Robert F. Miller, Jr., and Anis A. Ishteiwy agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such instruments and take such actions as may be necessary or advisable to transfer to Assignee the Mortgage and the interests and rights created thereby. This Instrument shall bind and inure to the benefit of Assignor, Assignee, Borrower, Ventures, Energy, Robert F. Miller, Jr., and Anis A. Ishteiwy and their respective successors and assigns.

Dated as of the date first set forth above.

ASSIGNOR:

REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association

By: _____
Robert R. Wetteroff,
Senior Vice President

ATTEST:

By: _____
Floy M. Bourn,
Cashier

[SEAL]

TRUSTEE:

Robert F. Miller, Jr.

WITNESSES TO SIGNATURES OF ASSIGNOR AND TRUSTEE:

Melanie M. Hansen

Glenda G. Duncan

ASSIGNEE:

ATTEST:

INTOIL, INC., a Delaware corporation

By: M.A. Zainy,
Assistant Secretary

[SEAL]

By: Abdul Amir Taki,
Vice President

BORROWER:

ATTEST:

ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation

By: Milton L. Zentmyer,
Secretary

[SEAL]

By: Robert K. Boyd, Jr.,
Executive Vice President

VENTURES:

ATTEST:

ARAPAHO VENTURES, INCORPORATED, a Texas corporation

By: Milton L. Zentmyer,
Secretary

[SEAL]

By: Robert K. Boyd, Jr.,
Vice President

ENERGY:

ATTEST:

ARAPAHO ENERGY, INC., a Colorado corporation

By: Milton L. Zentmyer,
Secretary

[SEAL]

By: Robert K. Boyd, Jr.,
Vice President

SUCCESSOR TRUSTEE:

Anis A. Ishteiwy

WITNESSES TO SIGNATURES OF ASSIGNEE, BORROWER, VENTURES, ENERGY AND SUCCESSOR TRUSTEE:

Todd A. Fisher

D.J. Thomas

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 9th day of April, 1986, by ROBERT R. WETTEROFF, the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association, on behalf of said national banking association. Witness my hand and official seal.

(Louisiana Form)

On this 9th day of April, 1986, before me appeared ROBERT R. WETTEROFF to me personally known, who, being by me duly sworn did say that he is the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association, and that the seal affixed to said instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its board of directors and said ROBERT R. WETTEROFF acknowledged said instrument to be the free act and deed of said national banking association.

(Montana Form)

On this 9th day of April, in the year 1986, before me, Cynthia L. Woods, a Notary Public, personally appeared ROBERT R. WETTEROFF, known to me to be the Senior Vice President of the national banking association that executed the within instrument, and acknowledged to me that said national banking association executed the same.

(New York Form)

On the 9th day of April, 1986, before me personally came ROBERT R. WETTEROFF, to me known, who, being by me duly sworn, did depose and say that he resides at Pacific and Ervay Streets, P.O. Box 225961, Dallas, Texas 75265; that he is the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL 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 said national banking association.

(South Dakota Form)

On this 9th day of April, 1986, before me, Cynthia L. Woods, the undersigned officer, personally appeared ROBERT R. WETTEROFF, who acknowledged himself to be the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said national banking association by himself as Senior Vice President.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 9, 1986, by ROBERT R. WETTEROFF, the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association, on behalf of said national banking association. Given under my hand and seal of office.

(Utah Form)

On the 9th day of April, A.D. 1986, personally appeared before me ROBERT R. WETTEROFF, who, being by me duly sworn, did say that he is the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed in behalf of said national banking association by authority of its by-laws, and said ROBERT R. WETTEROFF acknowledged to me that said national banking association executed the same.

Notary Public
Name: Cynthia L. Woods
Address: 3500 First City Center
1700 Pacific Avenue
Dallas, Texas 75201

My commission expires: December 10, 1988.

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 9th day of April, 1986, by ROBERT F. MILLER, JR.

(Louisiana Form)

On this 9th day of April, 1986, before me appeared ROBERT F. MILLER, JR., 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.

(Montana Form)

On this 9th day of April, in the year 1986, before me, Cynthia L. Woods, a Notary Public, personally appeared ROBERT F. MILLER, JR., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

(New York Form)

On the 9th day of April, 1986, before me personally came ROBERT F. MILLER, JR., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

(South Dakota Form)

On this 9th day of April, 1986, before me, Cynthia L. Woods, the undersigned officer, personally appeared ROBERT F. MILLER, JR., known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 9, 1986, by ROBERT F. MILLER, JR. Given under my hand and seal of office.

(Utah Form)

On the 9th day of April, A.D. 1986, personally appeared before me ROBERT F. MILLER, JR., the signer of the above instrument, who duly acknowledged to me that he executed the same.

Cynthia L. Woods

Notary Public
Name: Cynthia L. Woods
Address: 3500 First City Center
1700 Pacific Avenue
Dallas, Texas 75201

My commission expires: December 10, 1988.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 11th day of April, 1986, by ABDUL AMIR TAKI, the Vice

President of INTOIL, INC., a Delaware corporation, on behalf of said corporation. Witness my hand and official seal.

(Louisiana Form)

On this 11th day of April, 1986, before me appeared ABDUL AMIR TAKI to me personally known, who, being by me duly sworn did say that he is the Vice President of INTOIL, INC., a Delaware corporation, and that the seal affixed to said instrument is the 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 ABDUL AMIR TAKI acknowledged said instrument to be the free act and deed of said corporation.

(Montana Form)

On this 11th day of April, in the year 1986, before me, Delaine Peterson, a Notary Public, personally appeared ABDUL AMIR TAKI, known to me to be the Vice President of the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

(New York Form)

On the 11th day of April, 1986, before me personally came ABDUL AMIR TAKI, to me known, who, being by me duly sworn, did depose and say that he resides at 55 Harbour Square, Suite PH15, Toronto, Ontario, M5J21, Canada; that he is the Vice President of INTOIL, INC., 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 said corporation.

(South Dakota Form)

On this 11th day of April, 1986, before me, Delaine Peterson, the undersigned officer, personally appeared ABDUL AMIR TAKI, who acknowledged himself to be the Vice President of INTOIL, INC., a Delaware corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Vice President.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 11, 1986, by ABDUL AMIR TAKI, the Vice President of INTOIL, INC., a Delaware corporation, on behalf of said corporation. Given under my hand and seal of office.

(Utah Form)

On the 11th day of April, A.D. 1986, personally appeared before me ABDUL AMIR TAKI, who, being by me duly sworn, did say that he is the Vice President of INTOIL, INC,, a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of its

by-laws, and said ABDUL AMIR TAKI acknowledged to me that said corporation executed the same.

Delaine Peterson
Notary Public
Name: Delaine Peterson
Address: 8400 East Prentice Avenue
Suite 900
Englewood, Colorado 80111

My commission expires: September 18, 1989.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 11th day of April, 1986, by ROBERT K. BOYD, JR., the Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation, on behalf of said corporation.
Witness my hand and official seal.

(Louisiana Form)

On this 11th day of April, 1986, before me appeared ROBERT K. BOYD, JR., to me personally known, who, being by me duly sworn did say that he is the Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation, and that the seal affixed to said instrument is the 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 ROBERT K. BOYD, JR., acknowledged said instrument to be the free act and deed of said corporation.

(Montana Form)

On this 11th day of April, in the year 1986, before me, Delaine Petertson, a Notary Public, personally appeared ROBERT K. BOYD, JR., known to me to be the Executive Vice President of the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

(New York Form)

On the 11th day of April, 1986, before me personally came ROBERT K. BOYD, JR., to me known, who, being by me duly sworn, did depose and say that he resides at 7409 South Alton Court, Englewood, Colorado 80112; that he is the Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, 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 said corporation.

(South Dakota Form)

On this 11th day of April, 1986, before me, Delaine Peterson, the undersigned officer, personally appeared

[redacted] [redacted] [redacted]

ROBERT K. BOYD, JR., who acknowledged himself to be the Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation, and that he, as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Executive Vice President.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 11, 1986, by ROBERT K. BOYD, JR., the Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation, on behalf of said corporation. Given under my hand and seal of office.

(Utah Form)

On the 11th day of April, A.D. 1986, personally appeared before me ROBERT K. BOYD, JR., who, being by me duly sworn, did say that he is the Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said ROBERT K. BOYD, JR. acknowledged to me that said corporation executed the same.

Delaine Peterson

Notary Public
Name: Delaine Peterson
Address: 8400 East Prentice Avenue
Suite 900
Englewood, Colorado 80111

My commission expires: September 18, 1989.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 11th day of April, 1986, by ROBERT K. BOYD, JR., the Vice President of ARAPAHO VENTURES, INCORPORATED, a Texas corporation, on behalf of said corporation. Witness my hand and official seal.

(Louisiana Form)

On this 11th day of April, 1986, before me appeared ROBERT K. BOYD, JR., to me personally known, who, being by me duly sworn did say that he is the Vice President of ARAPAHO VENTURES, INCORPORATED, a Texas corporation, and that the seal affixed to said instrument is the 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 ROBERT K. BOYD, JR., acknowledged said instrument to be the free act and deed of said corporation.

(Montana Form)

On this 11th day of April, in the year 1986, before me, Delaine Peterson, a Notary Public, personally appeared ROBERT K. BOYD, JR., known to me to be the Vice President of the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

(New York Form)

On the 11th day of April, 1986, before me personally came ROBERT K. BOYD, JR., to me known, who, being by me duly sworn, did depose and say that he resides at 7409 South Alton Court, Englewood, Colorado 80112; that he is the Vice President of ARAPAHO VENTURES, INCORPORATED, 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 said corporation.

(South Dakota Form)

On this 11th day of April, 1986, before me, Delaine Peterson, the undersigned officer, personally appeared ROBERT K. BOYD, JR., who acknowledged himself to be the Vice President of ARAPAHO VENTURES, INCORPORATED, a Texas corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Vice President.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 11, 1986, by ROBERT K. BOYD, JR., the Vice President of ARAPAHO VENTURES, INCORPORATED, a Texas corporation, on behalf of said corporation. Given under my hand and seal of office.

(Utah Form)

On the 11th day of April, A.D. 1986, personally appeared before me ROBERT K. BOYD, JR., who, being by me duly sworn, did say that he is the Vice President of ARAPAHO VENTURES, INCORPORATED, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said ROBERT K. BOYD, JR., acknowledged to me that said corporation executed the same.

Delaine Peterson
Notary Public
Name: Delaine Peterson
Address: 8400 East Prentice Avenue
Suite 900
Englewood, Colorado 80111

My commission expires: September 18, 1989.

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 11th day of April, 1986, by ROBERT K. BOYD, JR., the Vice President of ARAPAHO ENERGY, INC., a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

(Louisiana Form)

On this 11th day of April, 1986, before me appeared ROBERT K. BOYD, JR., to me personally known, who, being by me duly sworn did say that he is the Vice President of ARAPAHO ENERGY, INC., a Colorado corporation, and that the seal affixed to said instrument is the 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 ROBERT K. BOYD, JR., acknowledged said instrument to be the free act and deed of said corporation.

(Montana Form)

On this 11th day of April, in the year 1986, before me, Delaine Peterson, a Notary Public, personally appeared ROBERT K. BOYD, JR., known to me to be the Vice President of the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

(New York Form)

On the 11th day of April, 1986, before me personally came ROBERT K. BOYD, JR., to me known, who, being by me duly sworn, did depose and say that he resides at 7409 South Alton Court, Englewood, CO 80112; that he is the Vice President of ARAPAHO ENERGY, INC., 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 said corporation.

(South Dakota Form)

On this 11th day of April, 1986, before me, Delaine Peterson, the undersigned officer, personally appeared ROBERT K. BOYD, JR., who acknowledged himself to be the Vice President of ARAPAHO ENERGY, INC., a Colorado corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Vice President.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 11, 1986, by ROBERT K. BOYD, JR., the Vice President of ARAPAHO ENERGY, INC., a Colorado corporation, on behalf of said corporation. Given under my hand and seal of office.

(Utah Form)

On the 11th day of April, A.D. 1986, personally appeared before me ROBERT K. BOYD, JR., who, being by me duly sworn, did say that he is the Vice President of ARAPAHO ENERGY, INC., a Colorado corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said ROBERT K. BOYD, JR., acknowledged to me that said corporation executed the same.

Delaine Peterson
Notary Public
Name: Delaine Peterson
Address: 8400 East Prentice Avenue
Suite 900
Englewood, Colorado 80111

My commission expires: September 18, 1989.

STATE OF COLORADO)
) ss.
COUNTY OF APAPAHOE)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 11th day of April, 1986, by ANIS A. ISHTEIWY.

(Louisiana Form)

On this 11th day of April, 1986, before me appeared ANIS A. ISHTEIWY, 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.

(Montana Form)

On this 11th day of April, in the year 1986, before me, Delaine Peterson, a Notary Public, personally appeared ANIS A. ISHTEIWY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(New York Form)

On the 11th day of April, 1986, before me personally came ANIS A. ISHTEIWY, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

(South Dakota Form)

On this 11th day of April, 1986, before me, Delaine Peterson, the undersigned officer, personally appeared ANIS A. ISHTEIWY, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

[redacted] [redacted] [redacted]

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 11, 1986, by ANIS A. ISHTEIWY. Given under my hand and seal of office.

(Utah Form)

On the 11th day of April, A.D. 1986, personally appeared before me ANIS A. ISHTEIWY, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Delaine Peterson

Notary Public
Name: Delaine Peterson
Address: 8400 East Prentice Avenue
Suite 900
Englewood, Colorado 80111

My commission expires: September 18, 1989.

Prepared by: Todd A. Fisher
Holme Roberts & Owen
1700 Broadway
Denver, Colorado 80290

5876H

466

(1980)

SCHEDULE I

(Attached to and made a part of that certain Assignment of Deed of Trust, Mortgage, Assignment, Security Agreement, Financing Statement and First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement and Designation of Successor Trustee and Second Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, dated as of April 11, 1986, between RepublicBank Dallas, National Association, and Intoil, Inc.)

That certain Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, dated March 21, 1980, from Arapaho Petroleum, Incorporated, Arapaho Energy, Inc., and Arapaho Ventures, Incorporated, for the benefit of RepublicBank Dallas, National Association (formerly Republic National Bank of Dallas), was recorded in the real property records as follows:

State/County or Office	Date Filed	Recording Information Book / Page Records	File No.
Colorado			
Adams Co.	01/14/83	2709 / 786	#B414536
Kiowa Co.	01/17/83	355 / 842	#225129
Moffat Co.	01/14/83	522 / 536	#285534
Rio Blanco Co.	01/14/83	425 / 497	#209775
Washington Co.	01/14/83	810 / 80	#11295
Oklahoma			
Beaver Co.	01/14/83	603 / 692	#F0312
Custer Co.	01/14/83	539 / 611	#575
Ellis Co.	01/17/83	402 / 53 Misc.	#6127
Garfield Co.	01/14/83	844 / 341	#83296
Kingfisher Co.	01/14/83	798 / 925	#522
LeFlore Co.	01/14/83	789 / 163	#444
Osage Co.	01/21/83	629 / 10	#100293
Woodward Co.	01/13/83	757 / 71	#5194
Texas			
Andrews Co.	01/13/83	134 / 728 Deed of Trust	#830183
Brazoria Co.	01/17/83	809 / 330	#1662 83-00252

State/County or Office	Date Filed	Recording Information Book / Page Records	File No.
Calhoun Co.	01/17/83	152 / 1044 Deed of Trust	#166394
Cass Co.	01/17/83	186 / 745 Deed of Trust	#291
Edwards Co.	01/17/83	60 / 733 Deed of Trust	#175
Gaines Co.	01/17/83	150 / 687 Deed of Trust	#272
Maverick Co.	01/14/83	122 / 500 Deed of Trust	#033431
Parker Co.	01/17/83	1173 / 1216	#59296
Pecos Co.	01/14/83	203 / 846 Deed of Trust	
Schleicher Co.	01/17/83	57 / 109 Deed of Trust	#51943
Stephens Co.	01/12/83	126 / 827 Deed of Trust	#269
Wyoming			
Natrona Co.	01/14/83		#344696 Microfilm
Sublette Co.	01/17/83	39 / 139 Mortgage	#194334
Sweetwater Co.	01/14/83	737 / 1335	#891877
Weston Co.	01/14/83	109 / 54 Photos	#482739

S900H

(Amended 1980)

SCHEDULE II

(Attached to and made a part of that certain Assignment of Deed of Trust, Mortgage, Assignment, Security Agreement, Financing Statement and First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement and Designation of Successor Trustee and Second Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, dated as of April 11, 1986, between RepublicBank Dallas, National Association, and Intoil, Inc.)

That certain First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, effective as of June 1, 1985, from Arapaho Petroleum, Incorporated, Arapaho Energy, Inc., and Arapaho Ventures, Incorporated, for the benefit of RepublicBank Dallas, National Association (formerly Republic National Bank of Dallas), was recorded in the real property records as follows:

State/County or Office	Date Filed	Recording Information Book / Page Records	File No.
Colorado			
Adams Co.	07/22/85	3026 / 868	#B587539
Kiowa Co.	07/22/85	370 / 642	#232361
Moffat Co.	07/22/85	559 / 136	#302136
Rio Blanco Co.	07/23/85	447 / 982	#222475
Washington Co.	07/22/85	863 / 100	#775074
Oklahoma			
Beaver Co.	07/22/85	686 / 85	#H3801
Custer Co.	07/22/85	658 / 195	#6983
Ellis Co.	07/22/85	451 / 858 Misc.	#979
Garfield Co.	07/23/85	962 / 298	#137157
Kingfisher Co.	07/22/85	873 / 888	#5149
LeFlore Co.	07/22/85	852 / 217	#6015
Osage Co.	07/22/85	680 / 102	#10788
Woodward Co.	07/22/85	937 / 87	#390
Texas			
Andrews Co.	07/22/85	153 / 27 Deed of Trust	#853471

State/County or Office	Date Filed	Recording Information Book / Page Records	File No.
Brazoria Co.	07/24/85	163 / 438	#25220
Calhoun Co.	07/22/85	171 / 559	#620
Cass Co.	07/22/85	751 / 574	#5094
Edwards Co.	07/22/85	67 / 799 Deed of Trust	#708
Gaines Co.	07/22/85	166 / 41	#5692
Maverick Co.	07/22/85	142 / 1 Deed of Trust	#042678
Parker Co.	07/23/85	1307 / 543	#108155
Pecos Co.	07/22/85	223 / 819 Deed of Trust	#11287
Schleicher Co.	07/22/85	72 / 484 Deed of Trust	#56886
Stephens Co.	07/22/85	616 / 21 Official Public	#3851
Wyoming			
Natrona Co.	07/22/85		Doc.No. 391940
Sublette Co.	07/22/85	44 / 97 Mortgage	#207643
Sweetwater Co.	07/22/85	764 / 911	#0955536
Weston Co.	08/05/85	140 / 252 Photos	#513856

5901H

(1980)

SCHEDULE III

(Attached to and made a part of that certain Assignment of Deed of Trust, Mortgage, Assignment, Security Agreement, Financing Statement and First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement and Designation of Successor Trustee and Second Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, dated as of April 11, 1986, between RepublicBank Dallas, National Association, and Intoil, Inc.)

WAIVERS, RELEASES AND SUBORDINATIONS

1. That certain Partial Release of Lien, executed July 12, 1983, and recorded in Book 412 at page 649 of the real property records of Ellis County, Oklahoma.

2. That certain Partial Release of Lien, executed August 2, 1984, and recorded in Book 621 at page 789 of the real property records of Custer County, Oklahoma.

3. That certain Partial Release of Lien, executed October 2, 1985, and recorded in Volume 271 at page 402 of the Deed records of Schleicher County, Texas.

5891H

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

[redacted] [redacted] [redacted]

1983 Mortgage

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

and

DESIGNATION OF SUCCESSOR TRUSTEE

and

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

This Assignment of Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement and First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, and Designation of Successor Trustee and Second Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, dated as of April 11, 1986 (this "Instrument"), is among REPUBLICBANK DALLAS, NATIONAL ASSOCIATION (formerly Republic National Bank of Dallas), a national banking association ("Assignor"), with an address of Pacific and Ervay Streets, P.O. Box 225961, Dallas, Texas 75265, INTOIL, INC., a Delaware corporation ("Assignee"), with an address of 5680 South Syracuse Circle, Suite 300, Englewood, Colorado 80111, ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation ("Borrower"), and ARAPAHO ENERGY, INC., a Colorado corporation ("Energy"), each with an address of 7409 South Alton Court, Englewood, Colorado 80112, ROBERT F. MILLER, JR., as Trustee, with an address of Pacific and Ervay Streets, P.O. Box 225961, Dallas, Texas 75265, and ANIS A. ISHTEIWY, as Successor Trustee, with an address of 5680 South Syracuse Circle, Suite 300, Englewood, Colorado 80111.

Recitals

A. Assignor and Borrower executed that certain Loan Agreement, executed March 21, 1980 (the "Original Loan Agreement"), pursuant to which Assignor agreed to make loans to Borrower in amounts not to exceed $10,000,000, such loans being evidenced by that certain Promissory Note, dated March 21, 1980 (the "Original Note"), made by Borrower and payable to the order of Assignor in the principal amount of $10,000,000 and maturing April 10, 1987.

B. To secure Borrower's obligations under the Original Loan Agreement and the Original Note, Borrower and Energy executed that certain Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, executed July 29, 1983 (the "Original Mortgage"). The Original Mortgage was filed and recorded as set forth on Schedule I attached hereto and made a part hereof.

C. Energy, Arapaho Ventures, Incorporated, a Texas corporation ("Ventures"), Arapaho Ventures of New York, Inc., a New York corporation ("Ventures-NY"), and

211600

RECORDED April 28 1986 8:00 A.M.
IN BOOK 45 Mtg PAGE 474
FEES $5.50 Lois J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Pipeline Systems, Inc., a Texas corporation ("Pipeline"), executed that certain Guaranty, executed March 21, 1980 (the "Original Guaranty"), by which they guaranteed the payment and performance of all obligations of Borrower to Assignor.

D. Assignor and Borrower amended and restated the Original Loan Agreement in its entirety by executing that certain First Restated Loan Agreement, executed as of April 22, 1985 (the "Restated Loan Agreement"); and the Original Note was renewed and extended by that certain Promissory Note, dated April 22, 1985 (the "Replacement Note"), made by Borrower and payable to the order of Assignor in the principal amount of $10,000,000 and maturing March 31, 1991. In addition, the Original Guaranty was amended and restated by that certain Guaranty, dated as of April 22, 1985 (the "Restated Guaranty"), executed by Energy, Ventures, Ventures-NY and Pipeline. The Original Loan Agreement and the Restated Loan Agreement are collectively referred to herein as the "Loan Agreement." The Original Note and the Replacement Note are collectively referred to herein as the "Note." The Original Guaranty and the Restated Guaranty are collectively referred to herein as the "Guaranty."

E. To correct certain inaccuracies in the property descriptions set forth in Exhibit A attached to the Original Mortgage, to subject additional properties to the Original Mortgage and to describe expressly the obligations of Borrower under the Loan Agreement and the Note and the obligations of Energy under the Guaranty as being secured by the Original Mortgage, Borrower and Energy amended the Original Mortgage by executing that certain First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, effective as of June 1, 1985 (the "Amended Mortgage"). The Amended Mortgage was filed and recorded as set forth on Schedule II attached hereto and made a part hereof. The Original Mortgage and the Amended Mortgage are collectively referred to herein as the "Mortgage."

F. Schedule III attached hereto and made a part hereof sets forth all waivers, releases and subordinations of the Mortgage.

G. Assignee has purchased the loan provided for in the Loan Agreement as evidenced by the Note, secured in part by the Mortgage and guaranteed by the Guaranty. Pursuant thereto, Assignor endorsed the Note and assigned the Loan Agreement and the Guaranty to Assignee; and immediately thereafter Assignee and Borrower amended the Note by Amendment, dated as of April 11, 1986, that extended the maturity date of the Note to June 1, 1991.

H. This Instrument is executed (i) to assign and transfer to Assignee the Mortgage and all rights incident thereto; (ii) to designate a successor Trustee to act under the terms of the Mortgage; and (iii) to amend the Mortgage to make reference to the amendment to the Note.

Agreement

In consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

ASSIGNMENT

Assignment. Assignor hereby assigns and transfers to Assignee, and its successors and assigns, all of its right, title and interest in, to and under the Mortgage and in, to and under all of the properties, interests and rights covered or created thereby. Except as set forth in Schedule III, Assignor is the owner and holder of the Mortgage and the interests and rights created thereby, free and clear of all liens, encumbrances, burdens, assignments and transfers created by, through or under Assignor; and Assignor shall warrant and forever defend the title of Assignee thereto from any person or entity claiming an interest therein by, through or under Assignor, but not otherwise. Assignor also hereby assigns and transfers to Assignee, and its successors and assigns, to the extent so transferable, the benefit of and right to enforce the covenants and warranties that Assignor is entitled to enforce against Assignor's predecessors in title, including without limitation Borrower and Energy.

ARTICLE II

DESIGNATION OF SUCCESSOR TRUSTEE

Designation of Successor Trustee. Pursuant to Section 5.13 of the Original Mortgage, Robert F. Miller, Jr., is hereby removed as Trustee under the Mortgage and is hereby discharged from any and all liability thereunder, and Anis A. Ishteiwy is hereby appointed as successor Trustee thereunder in his stead, and there is hereby vested in Anis A. Ishteiwy all of the right, title and interest of Robert F. Miller, Jr., in, to and under the Mortgage and the properties, interests and rights covered or created thereby. Henceforth, Anis A. Ishteiwy shall succeed to all of the rights, powers, privileges, immunities and duties previously conferred upon Robert F. Miller, Jr., or his predecessor. To the extent necessary to confirm such removal and appointment, Robert F. Miller, Jr., hereby assigns to Anis A. Ishteiwy all of his right, title and interest in, to and under the Mortgage and in, to and under all properties, interests and rights covered or created thereby.

ARTICLE III

SECOND AMENDMENT TO ORIGINAL MORTGAGE

Amendment. Assignee, Borrower and Energy hereby agree that Section 1.1(b) of the Original Mortgage, as amended by §1.2 of the Amended Mortgage, is hereby amended to read in its entirety as follows:

> (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, as amended by that certain Amendment, dated as of April 11, 1986, extending the maturity date of such note to June 1, 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 April 10, 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, as amended, 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");.

The indebtedness evidenced by the Note, as amended, is a continuing indebtedness and nothing contained herein shall be deemed to release or terminate any lien or security interest that secures payment of the Note, as amended. Except as specifically amended herein, all the terms and conditions of the Mortgage shall continue and remain in full force and effect. Borrower and Energy hereby adopt, ratify, approve and confirm in every respect the Mortgage as amended, and hereby specifically reaffirm their respective obligations under the warranties, representations, covenants and agreements contained in the Mortgage. Borrower and Energy hereby grant, bargain, sell, assign, mortgage, transfer, convey, pledge and set over so much of their right, title and interest as is necessary to effectuate the amendment provided for herein and the terms of this Instrument.

ARTICLE IV

MISCELLANEOUS

Miscellaneous. This Instrument may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Instrument. To allow the proper indexing and recording of this Instrument in the States of Montana, New York, North Dakota, Oklahoma, South Dakota, Utah and Wyoming, there is attached hereto and made a part hereof as Exhibit A a set of legal descriptions of the properties subject to the Mortgage that are located in those States. To facilitate recording, the counterpart to be recorded in a given county or parish may contain only that portion of Exhibit A that describes property located in that county or parish. Assignor, Assignee, Borrower, Energy, Robert F. Miller, Jr., and Anis A. Ishteiwy agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such instruments and take such actions as may be necessary or advisable to transfer to Assignee the Mortgage and the interests and rights created thereby. This Instrument shall bind and inure to the benefit of Assignor, Assignee, Borrower, Energy, Robert F. Miller, Jr., and Anis A. Ishteiwy and their respective successors and assigns.

Dated as of the date first set forth above.

ASSIGNOR:

REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association

ATTEST:

By: _____
Floy M. Bourn,
Cashier

By: _____
Robert R. Wetteroff,
Senior Vice President

[SEAL]

TRUSTEE:

Robert F. Miller, Jr.

WITNESSES TO SIGNATURES OF ASSIGNOR AND TRUSTEE:

Melanie M. Hansen

Glenda G. Duncan

ASSIGNEE:

INTOIL, INC., a Delaware corporation

ATTEST:

By: M. A. Zainy,
Assistant Secretary

[SEAL]

By: Abdul Amir Taki,
Vice President

BORROWER:

ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation

ATTEST:

By: Milton L. Zentmyer,
Secretary

[SEAL]

By: Robert K. Boyd, Jr.,
Executive Vice President

ENERGY:

ARAPAHO ENERGY, INC., a Colorado corporation

ATTEST:

By: Milton L. Zentmyer,
Secretary

[SEAL]

By: Robert K. Boyd, Jr.,
Executive Vice President

SUCCESSOR TRUSTEE:

Anis A. Ishteiwy

WITNESSES TO SIGNATURES OF ASSIGNEE, BORROWER, ENERGY AND TRUSTEE:

Todd A. Elsher

D.J. Thomas

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 9th day of April, 1986, by ROBERT R. WETTEROFF, the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association, on behalf of said national banking association. Witness my hand and official seal.

(Louisiana Form)

On this 9th day of April, 1986, before me appeared ROBERT R. WETTEROFF to me personally known, who, being by me duly sworn did say that he is the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association, and that the seal affixed to said instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its board of directors and said ROBERT R. WETTEROFF acknowledged said instrument to be the free act and deed of said national banking association.

(Montana Form)

On this 9th day of April, in the year 1986, before me, Cynthia L. Woods, a Notary Public, personally appeared ROBERT R. WETTEROFF, known to me to be the Senior Vice President of the national banking association that executed the within instrument, and acknowledged to me that said national banking association executed the same.

(New York Form)

On the 9th day of April, 1986, before me personally came ROBERT R. WETTEROFF, to me known, who, being by me duly sworn, did depose and say that he resides at Pacific and Ervay Streets, P.O. Box 225961, Dallas, Texas 75265; that he is the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL 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 said national banking association.

(South Dakota Form)

On this 9th day of April, 1986, before me, Cynthia L. Woods, the undersigned officer, personally appeared ROBERT R. WETTEROFF, who acknowledged himself to be the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said national banking association by himself as Senior Vice President.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 9, 1986, by ROBERT R. WETTEROFF, the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association, on behalf of said national banking association. Given under my hand and seal of office.

(Utah Form)

On the 9th day of April, A.D. 1986, personally appeared before me ROBERT R. WETTEROFF, who, being by me duly sworn, did say that he is the Senior Vice President of REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed in behalf of said national banking association by authority of its by-laws, and said ROBERT R. WETTEROFF acknowledged to me that said national banking association executed the same.

Notary Public
Name: Cynthia L. Woods
Address: 3500 First City Center
1700 Pacific Avenue
Dallas, Texas 75201

My commission expires: December 10, 1988.

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

(Colorado, New Mexico, North Dakota,
Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 9th day of April, 1986, by ROBERT F. MILLER, JR.

(Louisiana Form)

On this 9th day of April, 1986, before me appeared ROBERT F. MILLER, JR., 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.

(Montana Form)

On this 9th day of April, in the year 1986, before me, Cynthia L. Woods, a Notary Public, personally appeared ROBERT F. MILLER, JR., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

(New York Form)

On the 9th day of April, 1986, before me personally came ROBERT F. MILLER, JR., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

(South Dakota Form)

On this 9th day of April, 1986, before me, Cynthia L. Woods, the undersigned officer, personally appeared ROBERT F. MILLER, JR., known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 9, 1986, by ROBERT F. MILLER, JR. Given under my hand and seal of office.

(Utah Form)

On the 9th day of April, A.D. 1986, personally appeared before me ROBERT F. MILLER, JR., the signer of the above instrument, who duly acknowledged to me that he executed the same.

Cynthia L Woods

Notary Public
Name: Cynthia L. Woods
Address: 3500 First City Center
1700 Pacific Avenue
Dallas, Texas 75201

My commission expires: December 10, 1988.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 11th day of April, 1986, by ABDUL AMIR TAKI, the Vice President of INTOIL, INC., a Delaware corporation, on behalf of said corporation. Witness my hand and official seal.

(Louisiana Form)

On this 11th day of April, 1986, before me appeared ABDUL AMIR TAKI to me personally known, who, being by me duly sworn did say that he is the Vice President of INTOIL, INC., a Delaware corporation, and that the seal affixed to said instrument is the 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 ABDUL AMIR TAKI acknowledged said instrument to be the free act and deed of said corporation.

(Montana Form)

On this 11th day of April, in the year 1986, before me, Delaine Peterson, a Notary Public, personally appeared ABDUL AMIR TAKI, known to me to be the Vice President of the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

(New York Form)

On the 11th day of April, 1986, before me personally came ABDUL AMIR TAKI, to me known, who, being by me duly sworn, did depose and say that he resides at 55 Harbour Square, Suite PH15, Toronto, Ontario M5J21, Canada that he is the Vice President of INTOIL, INC., 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 said corporation.

(South Dakota Form)

On this 11th day of April, 1986, before me, Delaine Peterson, the undersigned officer, personally appeared ABDUL AMIR TAKI, who acknowledged himself to be the Vice President of INTOIL, INC., a Delaware corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Vice President.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 11, 1986, by ABDUL AMIR TAKI, the Vice President of INTOIL, INC., a Delaware corporation, on behalf of said corporation. Given under my hand and seal of office.

(Utah Form)

On the 11th day of April, A.D. 1986, personally appeared before me ABDUL AMIR TAKI, who, being by me duly sworn, did say that he is the Vice President of INTOIL, INC., a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said ABDUL AMIR TAKI acknowledged to me that said corporation executed the same.

Delaine Peterson
Notary Public
Name: Delaine Peterson
Address: 8400 East Prentice Avenue
Suite 900
Englewood, Colorado 80111

My commission expires: September 18, 1989.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 11th day of April, 1986, by ROBERT K. BOYD, JR., the Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

(Louisiana Form)

On this 11th day of April, 1986, before me appeared ROBERT K. BOYD, JR., to me personally known, who, being by me duly sworn did say that he is the Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation, and that the seal affixed to said instrument is the 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 ROBERT K. BOYD, JR., acknowledged said instrument to be the free act and deed of said corporation.

(Montana Form)

On this 11th day of April, in the year 1986, before me, Delaine Peterson, a Notary Public, personally appeared ROBERT K. BOYD, JR., known to me to be the Executive Vice President of the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

(New York Form)

On the 11th day of April, 1986, before me personally came ROBERT K. BOYD, JR., to me known, who, being by me duly sworn, did depose and say that he resides at 7409 South Alton Court, Englewood, Colorado 80112; that he is the Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, 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 said corporation.

(South Dakota Form)

On this 11th day of April, 1986, before me, Delaine Peterson, the undersigned officer, personally appeared ROBERT K. BOYD, JR., who acknowledged himself to be the

Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation, and that he, as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Executive Vice President.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 11, 1986, by ROBERT K. BOYD, JR., the Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation, on behalf of said corporation. Given under my hand and seal of office.

(Utah Form)

On the 11th day of April, A.D. 1986, personally appeared before me ROBERT K. BOYD, JR., who, being by me duly sworn, did say that he is the Executive Vice President of ARAPAHO PETROLEUM, INCORPORATED, a Colorado corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said ROBERT K. BOYD, JR. acknowledged to me that said corporation executed the same.

Delaine Peterson

Notary Public
Name: Delaine Peterson
Address: 8400 East Prentice Avenue
Suite 900
Englewood, Colorado 80111

My commission expires: September 18, 1989.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 11th day of April, 1986, by ROBERT K. BOYD, JR., the Vice President of ARAPAHO ENERGY, INC., a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

(Louisiana Form)

On this 11th day of April, 1986, before me appeared ROBERT K. BOYD, JR., to me personally known, who, being by me duly sworn did say that he is the Vice President of ARAPAHO ENERGY, INC., a Colorado corporation, and that the seal affixed to said instrument is the 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 ROBERT K. BOYD, JR., acknowledged said instrument to be the free act and deed of said corporation.

(Montana Form)

On this 11th day of April, in the year 1986, before me, Delaine Peterson, a Notary Public, personally appeared ROBERT K. BOYD, JR., known to me to be the Vice President of the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

(New York Form)

On the 11th day of April, 1986, before me personally came ROBERT K. BOYD, JR., to me known, who, being by me duly sworn, did depose and say that he resides at 7409 South Alton Court, Englewood, Colorado 80112; that he is the Vice President of ARAPAHO ENERGY, INC., 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 said corporation.

(South Dakota Form)

On this 11th day of April, 1986, before me, Delaine Peterson, the undersigned officer, personally appeared ROBERT K. BOYD, JR., who acknowledged himself to be the Vice President of ARAPAHO ENERGY, INC., a Colorado corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as Vice President.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 11, 1986, by ROBERT K. BOYD, JR., the Vice President of ARAPAHO ENERGY, INC., a Colorado corporation, on behalf of said corporation. Given under my hand and seal of office.

(Utah Form)

On the 11th day of April, A.D. 1986, personally appeared before me ROBERT K. BOYD, JR., who, being by me duly sworn, did say that he is the Vice President of ARAPAHO ENERGY, INC., a Colorado corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said ROBERT K. BOYD, JR., acknowledged to me that said corporation executed the same.

Delaine Peterson 01709
Notary Public
Name: Delaine Peterson
Address: 8400 East Prentice Avenue
Suite 900
Englewood, Colorado 80111

My commission expires: September 18, 1989.

STATE OF COLORADO)
) ss.
COUNTY OF APAPAHOE)

(Colorado, New Mexico, North Dakota, Ohio, Oklahoma and Wyoming Forms)

The foregoing instrument was acknowledged before me this 11th day of April, 1986, by ANIS A. ISHTEIWY.

(Louisiana Form)

On this 11th day of April, 1986, before me appeared ANIS A. ISHTEIWY, 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.

Montana Form)

On this 11th day of April, in the year 1986, before me, Delaine Peterson, a Notary Public, personally appeared ANIS A. ISHTEIWY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(New York Form)

On the 11th day of April, 1986, before me personally came ANIS A. ISHTEIWY, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

(South Dakota Form)

On this 11th day of April, 1986, before me, Delaine Peterson, the undersigned officer, personally appeared ANIS A. ISHTEIWY, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(Texas Form)

This instrument was acknowledged before me on April 11, 1986, by ANIS A. ISHTEIWY. Given under my hand and seal of office.

(Utah Form)

On the 11th day of April, A.D. 1986, personally appeared before me ANIS A. ISHTEIWY, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Delaine Peterson 3178A

Notary Public
Name: Delaine Peterson
Address: 8400 East Prentice Avenue
Suite 900
Englewood, Colorado 80111

My commission expires: September 18, 1989.

Prepared by: Todd A. Fisher
Holme Roberts & Owen
1700 Broadway
Denver, Colorado 80290

5 8 5 Z H

(1983)

SCHEDULE I

(Attached to and made a part of that certain Assignment of Deed of Trust, Mortgage, Assignment, Security Agreement, Financing Statement and First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement and Designation of Successor Trustee and Second Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, dated as of April 11, 1986, between RepublicBank Dallas, National Association, and Intoil, Inc.)

That certain Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, executed July 29, 1983, from Arapaho Petroleum, Incorporated, and Arapaho Energy, Inc., for the benefit of RepublicBank Dallas, National Association (formerly Republic National Bank of Dallas), was recorded in the real property records as follows:

State/County or Office	Date Filed	Recording Information Book / Page Records	File No.
Colorado			
Adams Co.	09/06/83	2786 / 967	#B458616
Kiowa Co.	08/25/83	358 / 641	#226654
Moffat Co.	09/06/83	531 / 416	#290154
Rio Blanco Co.	09/06/83	431 / 616	#212942
Washington Co.	08/24/83	821 / 284	#763656
Montana			
Sheridan Co.	10/27/83	535 / 1713	#407732
New Mexico			
Lea Co.	08/24/83	428 / 582	#14271
New York			
Wyoming Co.	08/29/83	558 / 124 Deed	#2710
North Dakota			
Bowman Co.	09/06/83		Doc. #118425 Microfilm
Williams Co.	09/06/83		Doc. #454568 Microfilm
Ohio			
Washington Co.	08/24/83	436 / 266	
Oklahoma			
Beaver Co.	09/02/83	620 / 688	#F4092

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

State/County or Office	Date Filed	Recording Information Book / Page Records	File No.
Custer Co.	09/06/83	573 / 836	#12134
Ellis Co.	09/06/83	413 / 686	#9445
Garfield Co.	08/25/83	870 / 141	#096628
Kingfisher Co.	08/24/83	820 / 127	#7402
LeFlore Co.	09/02/83	804 / 322	#7173
Major Co.	08/24/83	709 / 304 Misc.	#71083
Okfuskee Co.	09/01/83	675 / 1	#272456
Osage Co.	08/24/83	640 / 955	#106828
Seminole Co.	08/24/83	1458 / 153	#8687
Woodward Co.	09/06/83	807 / 177	#1450
South Dakota			
Harding Co.	09/06/83	69 / 29 Mortgage	#83-1021
Texas			
Andrews Co.	08/31/83	139 / 1 Deed of Trust	#833958
Brazoria Co.	09/01/83	845 / 321	#29461
Calhoun Co.	09/01/83	156 / 773	#169965
Cass Co.	08/31/83	191 / 141	#6032
Edwards Co.	09/01/83	62 / 365 Deed of Trust	#771
Gaines Co.	09/01/83	154 / 641	#4690
Maverick Co.	09/02/83	128 / 44 Deed of Trust	#035875
Parker Co.	10/22/84	1264 / 224	#92400
Pecos Co.	08/31/83	209 / 14	#12397
Schleicher Co.	09/01/83	62 / 237 Deed of Trust	#53101
Stephens Co.	09/01/83	130 / 595 Deed of Trust	#2738 (UCC)
Terry Co.	09/01/83	128 / 665	
Victoria Co.	07/22/85	1318 / 745 Deed of Trust	#8296
Utah			
San Juan Co.	08/25/83	652 / 85	#1H01835
Wyoming			
Campbell Co.	08/24/83	699 / 301 Photos	#534190

State/County or Office	Date Filed	Recording Information Book / Page Records	File No.
Sheridan Co.	09/02/83	278 / 121 Mortgage	#881430
Sublette Co.	09/06/83	40 / 333 Mortgage	#197745
Sweetwater Co.	09/02/83	743 / 1983	#908112
Weston Co.	08/25/83	116 / 498 Photo	#490427

5894H

(Amended 1983)

SCHEDULE II

(Attached to and made a part of that certain Assignment of Deed of Trust, Mortgage, Assignment, Security Agreement, Financing Statement and First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement and Designation of Successor Trustee and Second Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, dated as of April 11, 1986, between RepublicBank Dallas, National Association, and Intoil, Inc.)

That certain First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, effective as of June 1, 1985, from Arapaho Petroleum, Incorporated, and Arapaho Energy, Inc., for the benefit of RepublicBank Dallas, National Association (formerly Republic National Bank of Dallas), was recorded in the real property records as follows:

State/County or Office	Date Filed	Recording Information Book / Page Records	File No.
Colorado			
Adams Co.	07/22/85	3026 / 853	#B587538
Kiowa Co.	07/22/85	370 / 626	#232360
Moffat Co.	07/22/85	559 / 120	#302135
Rio Blanco Co.	07/23/85	447 / 982	#222475
Washington Co.	07/22/85	863 / 85	#775073
Montana			
Sheridan Co.	07/22/85	Film 547 / Ex. 327	#417449
New Mexico			
Lea Co.	07/22/85	467 / 29 Mortgage	#54032
North Dakota			
Bowman Co.	07/23/85		Doc. #124093 Microfilm
Williams Co.	07/22/85		Doc. #481132 Microfilm
Oklahoma			
Beaver Co.	07/22/85	686 / 98	#H3802
Custer Co.	07/22/85	658 / 178	#6982
Ellis Co.	07/22/85	451 / 839 Misc.	#978

State/County or Office	Date Filed	Recording Information Book / Page Records	File No.
Garfield Co.	07/23/85	962 / 309	#137158
Kingfisher Co.	07/22/85	873 / 849	#5148
LeFlore Co.	07/22/85	852 / 196	#6014
Major Co.	07/22/85	844 / 187 Misc.	#84440
Okfuskee Co.	07/22/85	710 / 344	#287340
Osage Co.	07/22/85	680 / 113	#10789
Seminole Co.	07/23/85	1526 / 9	#9432
Woodward Co.	07/22/85	937 / 116	#391
South Dakota			
Harding Co.	07/22/85	70 / 553 Mortgage	#85-963
Texas			
Andrews Co.	07/22/85	153 / 12 Deed of Trust	#853470
Brazoria Co.	07/24/85	85163/ 438	#25220
Calhoun Co.	07/22/85	171 / 569 Deed of Trust	#621
Cass Co.	07/22/85	751 / 584	#5095
Edwards Co.	07/22/85	67 / 810 Deed of Trust	#709
Gaines Co.	07/22/85	166 / 25	#5690
Maverick Co.	07/22/85	141 / 427 Deed of Trust	#042677
Parker Co.	07/23/85	1307 / 554	#108156
Pecos Co.	07/22/85	223 / 804 Deed of Trust	#11286
Schleicher Co.	07/22/85	72 / 494 Deed of Trust	#56887
Stephens Co.	07/22/85	616 / 1	#3850
Terry Co.	07/23/85	135 / 579 Deed of Trust	#163080
Victoria Co.	07/25/85	1319 / 182 Deed of Trust	#8463
Utah			
San Juan Co.	07/22/85	670 / 13	#1H09550
Wyoming			
Campbell Co.	07/22/85	825 / 333 Photos	#568102

[redacted] [redacted] [redacted]

State/County or Office	Date Filed	Recording Information Book / Page Records	File No.
Sheridan Co.	07/24/85	233 / 418 Mortgage	#935780
Sublette Co.	07/22/85	44 / 76 Mortgage	#207642
Sweetwater Co.	07/22/85	764 / 923	#0955538
Weston Co.	08/05/85	140 / 236 Photos	#513855

5896H

492

(1983)

SCHEDULE III

(Attached to and made a part of that certain Assignment of Deed of Trust, Mortgage, Assignment, Security Agreement, Financing Statement and First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement and Designation of Successor Trustee and Second Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, dated as of April 11, 1986, between RepublicBank Dallas, National Association, and Intoil, Inc.)

WAIVERS, RELEASES AND SUBORDINATIONS

1. That certain Partial Release of Lien, executed March 1, 1985, and recorded in Book 947 at page 75 of the real property records of Garfield County, Oklahoma.

2. That certain Partial Release of Lien, executed September 16, 1983, and recorded in Volume 62 at page 493 of the Deed of Trust records of Edwards County, Texas.

3. That certain Partial Release of Lien, executed August 2, 1984, and recorded in Book 621 at page 789 of the real property records of Custer County, Oklahoma.

4. That certain Partial Release of Lien, executed October 28, 1983, and recorded in Book 1465 at page 265 of the real property records of Seminole County, Oklahoma.

5. That certain Partial Release of Lien, executed October 2, 1985, and recorded in Volume 271 at page 399 of the Deed records of Schleicher County, Texas.

[redacted] [redacted] [redacted]

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,

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

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 Lance Erwin Koppenhafer, a single man

herein designated as Mortgagor, of P.O. Box 1179, Pinedale, County of Sublette, State of Wyoming 82941, to secure the payment of the principal sum of --Fifty One Thousand Two Hundred Fifty and No/100 -- Dollars ($ 51,250.00), with interest at the rate of --Nine and One Half-- per centum (9.50) %) per annum as evidenced by a promissory note of even date herewith to the order of Veton Mcrtgage Company, 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 --Four Hundred Thirty and 94/100 -- Dollars ($ 430.94), commending on the first day of June, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

A parcel of land located in the SHRIVER SUBDIVISION describing the Northerly part of Lot 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 County Road 23-144, said point whose tangent bears S.25°44'E., said curve having a central angle of 07°32', a radius of 1595.67 feet and a tangent length of 105.15 feet,
thence along the arc of said curve 210 feet to a point on the curve whose tangent bears S.18°12'E.,
thence S.86°04'W. a distance of 467.18 feet,
thence N.01°10'W. a distance of 150 feet more or less to the point of beginning.

(As shown as TRACT A on Map recorded February 6, 1986 in Book 48 of Misc., page 635.)

211617

RECORDED April 28 1986 3:30 PM
IN BOOK 45 mtgs PAGE 500
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE 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.

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.* [illegible] See below

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

Privilege is reserved to pay the debt, in whole or in part, on any installment due date (over)

500

(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 [illegible] 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 [illegible] 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 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, [illegible]ators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the [illegible]he plural the singular, and the use of [illegible]under shall include all genders.

And the said wife of the said 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) has hereunto set his hand(s) this 28th day of April , 19 86

In the presence of—

Lance Erwin Koppenhafer

THE STATE OF WYOMING }
ss:
COUNTY OF SUBLETTE }

On this 28th day of April , 19 86 , before me personally appeared Lance Erwin Koppenhafer 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 rights 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 28th day of April , A.D. 19 86

PUBLIC
COUNTY

My commission expires Sept. 20, 1986

Kathleen E. Williams
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

503

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 Lance Erwin Koppenhafer

and appears recorded in book 45 of mortgages, beginning on page 500 in the office of the County Clerk of ~~Xxxxx~~ Sublette County, Wyoming, and which covers property described as follows:

A parcel of land located in the SHRIVER SUBDIVISION describing the Northerly part of Lot 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 County Road 23-144, said point whose tangent bears S.25°44'E., said curve having a central angle of 07°32', a radius of 1595.67 feet and a tangent length of 105.15 feet, thence along the arc of said curve 210 feet to a point on the curve whose tangent bears S.18°12'E.,
thence S.86°04'W. a distance of 467.18 feet,
thence N.01°10'W. a distance of 150 feet more or less to the point of beginning.

(As shown as TRACT A on Map recorded February 6, 1986 in Book 48 of Misc., page 635.)

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 28th day of April, 19 86.

Dale Barlage, Board Chairman

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest Sally M. Johnson
Sally M. Johnson, Asst. Secretary

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 28th day of April 19 86.

Witness my hand and official seal.
My Commission expires 7-18 88

CLAIRE K. ADAMS NOTARY PUBLIC
Teton County of Wyoming
Commission expires July 18, 1988

Claire K. Adams

Doing business without a corporate seal

211618

RECORDED April 28 A.D. 86 at 2:00 P.M.
IN BOOK 45 Misc. PAGE 503
FEES $4.00 Lora J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

[redacted] [redacted] [redacted]

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 120 W. Pearl St., 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 One Thousand Two 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 28th day of April, in the year One Thousand Nine Hundred and Eighty Six, made by Lance Erwin Koppenhafer in favor of Teton Mortgage Company, Inc. and conveying the following described property:

A parcel of land located in the SHRIVER SUBDIVISION describing the Northerly part of Lot 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 County Road 23-144, said point whose tangent bears S.25°44'E., said curve having a central angle of 07°32', a radius of 1595.67 feet and a tangent length of 105.15 feet,
thence along the arc of said curve 210 feet to a point on the curve whose tangent bears S.18°12'E.,
thence S.86°04'W. a distance of 467.18 feet,
thence N.01°10'W. a distance of 150 feet more or less to the point of beginning.

(As shown as TRACT A on Map recorded February 6, 1986 in Book 48 of Misc., page 635.)

and which said Mortgage was recorded in the office of the County Clerk and Ex-officio Register of Deeds in Said County of ~~Teton~~ Sublette on the 28th day of April, in the year 19 86, in Book 45 of Mortgages, at Page 503, 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 28th day of April, 19 86.

First Wyoming Bank N.A. - Jackson Hole

By: Ona Lee Kelley, Senior Vice President

ATTEST: Lou Ann Peck

THE STATE OF WYOMING)
) ss
COUNTY OF Teton)

On this 28th day of April, 19 86, 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 28th day of April, 19 86.

Marcia E. Jurekovic NOTARY PUBLIC
Teton County State of Wyoming
Commission expires June 23, 1988

Marcia E. Jurekovic
Notary Public

My Commission Expires: 6-23-88

REL - 101A (2-78)

211619

RECORDED April 28 1986 3:30 PM
IN BOOK 45 Mtg PAGE 504
FEES $4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

505 Rlsd. BK 22 pg. 348 2-25-02

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 William Anderson Webb and Laurie Sue Webb, husband and wife herein designated as Mortgagor, of P.O. Box 302 Pinedale, County of Sublette, State of Wyoming 82941, to secure the payment of the principal sum of --Thirty Seven Thousand Eight Hundred and No/100-- Dollars ($ 37,800.00), with interest at the rate of --Ten-- per centum (10.000 %) per annum as evidenced by a promissory note of even date herewith to the order of

Teton Mortgage Company, Inc.

a corporation organized and existing under the laws of the State of Wyoming hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of --Three Hundred Thirty One and 72/100-- Dollars ($ 331.72), commencing on the first day of June, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 7, 8 and 9, Block 5, Patterson's First Addition to the Town of Pinedale, Sublette County, Wyoming

211082

RECORDED April 28 19 86 3:30 PM
IN BOOK 45 Mtg. PAGE 505
FEES $8.00 Lois J. Yates 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 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. * [illegible] See below

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 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

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 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. 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 to 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 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 Laurie Sue Webb wife of the said William Anderson Webb 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 21st day of April , 19 86

In the presence of—

William Anderson Webb

Laurie Sue Webb

THE STATE OF WYOMING }
} ss:
COUNTY OF Sublette }

On this 21st day of April , 1986 , before me personally appeared William Anderson Webb and Laurie Sue Webb 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 official seal, this 21st day of April , A.D. 1986

[SEAL]

Virginia L. Groth
County of
Sublette
My Commission Expires:
May 20, 1989

Notary Public
State of
Wyoming

My commission expires May 20, 1989

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

By
Deputy

Fee: $

U.S. GOVERNMENT PRINTING OFFICE : 1980-682 321

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

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 _____

William Anderson Webb and Laurie Sue Webb

and appears recorded in book # 45 of mortgages, beginning on page # 505 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lots 7, 8 and 9, Block 5, Patterson's First Addition to the Town of Pinedale, Sublette County, Wyoming

211623

RECORDED April 28 1986 3:30 PM
IN BOOK 45 Mtg PAGE 508
FEES $4.00 Lois J. 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 23rd day of April, 1986.

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest A. Rodgers Everett
A. Rodgers Everett, President

State of Wyoming
Countyof Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh
the 23rd day of April 19 86.

Claire K. Abrams
Notary

Witness my hand and official seal.
My Commission Expires: 7-18-88

**Doing business without a corporate seal.

CLAIRE K. ABRAMS NOTARY PUBLIC
Teton County State of Wyoming
Commission expires July 19, 1988.

509

PROMISSORY NOTE

$11,500.00

Pinedale, Wyoming
DATED 4/30/86

In the manner, and at the time hereinafter provided, after date, for value received, I, the undersigned, hereby promise to pay to the order of BRENDA S. FARNSWORTH, the sum of Eleven Thousand Five Hundred and N0/100 ($11,500.00) Dollars in lawful money of the United States of America, at Pinedale, Wyoming, with interest thereon of 13% per annum, from 5/15/86.

This note is payable as follows: Brenda S. Farnsworth, Pinedale, Wyoming 82941.

> $11,500.00 payable in 30 equal monthly payments of $451.05 each, which include interest at the rate of 13% per annum from 5/15/86; first said payment being due 6/15/86 and payable on the 15th day of each month thereafter until paid in full.

It is expressly understood and agreed that default or failure to make any payment within fifteen (15) days after the same shall become due, as provided for herein, shall at the option of the holder or holders hereof, and without notice, operate to make the full unpaid balance of this note immediately due and payable. Failure to exercise this option upon any one occasion shall not constitute a waiver of the right to exercise the same upon any subsequent default.

If payment shall not be made as herein provided and this note be placed with an attorney for collection, the undersigned, further promises and agrees to pay all costs of collection, including a reasonable and additional amount for attorney's fees. The undersigned hereby waives presentment for payment, notice of nonpayment, protest and notice of protest, and hereby consents that time of payment may be extended without notice thereof.

Zenda Houghton
ZENDA HOUGHTON

211633

RECORDED April 29 1986 1:00 PM
IN BOOK 45 Mtg. PAGE 509
FEES $.6.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheney, Deputy

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Zenda Houghton, this 29th day of April, 1986.

Witness my hand and official seal.

MARY MARIE CUMBA NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Mary Marie Cumba
Notary Public

My Commission Expires: June 19, 1989

[redacted] [redacted] [redacted]

EXHIBIT "A"

RESTAURANT EQUIPMENT

ITEMS	YEAR PURCHASED	QUANTITY	PRICE
Salad bar	84	1	$1000.00
Walk-in refrig	84	1	$2700.00
Salad bar cart	84	1	$150.00
Steam table equipment	84	5 pcs.	$150.00
Cash register	84	1	$1100.00
Chest freezer (21 cu.ft.)	84	1	$300.00
Upright freezer (21 cu.ft.)	84	1	$250.00
Table clothes	85	16	$25.00
Helium balloon equipment	84		$50.00
Clown suit & wig	85	1	$50.00
Adding machine	84	1	$50.00
Serving trays	85	2	$25.00
High chair	85	1	$75.00
Wall baskets	84	20	$150.00
Salad crocks	84	29	$116.00
Pizza pans	84	3	$25.00
Pizza stands	85	4	$25.00
Coffee pots	85	4	$20.00
Frying pans	84	10	$70.00
Booster chair	85	1	$20.00
Water pitchers	84	4	$15.00
Salad bar utensils	84	24	$25.00
Salad bar cart tubs	84	2	$25.00
Salad bar bowls	84	12	$10.00
Special display/easel	84	1	$125.00
Toaster (4 slice)	84	1	$25.00
Foot stool	85	1	$25.00
Coffee cups	85	1½ cases	$100.00
Glasses	85	3 cases	$195.00
Salt & peper shakers	85	1 case	$26.92
Ash trays	86	1 case	$51.20
Walk-in shelves	84		$138.44
Knife holder/knives	84	5	$40.00
Silverware	85	9 dz. pcs.	$15.00
Salad bar light	85	1	$20.00
Room divider (lattice)	85		$300.00
Spatulas & spoons	84 & 85		$25.00
Colanders (strainer	84	2	$15.00
Table coffee thermos	84	1	$10.00
Ketchup squeezers	84		$10.20
Paper goods			
Large, med, & small Cups		3Cases @$55.00 per.	$165.00
Large, med, & small Lids			$40.00
Large to go boxes		1 case	$22.64
Small to go boxes		1 case	$18.50
Guest checks		1 case	$49.10
Coffee go cups		1 case	$80.00
Napkins		1 case	$30.40
Sugar Jars			$35.70
Toilet paper		1 case	$38.50
Chicken buckets & lids(large & small)			$50.00
DISHES			
Large platters		33	
Small platters		11	
Small round plates		21	
Large round plates		15	
Dessert dishes		6	
Salad bowls		17	$300.00 low est.
			$8388.10

All dishes are unbreakable and dish washer safe (Restaurant type dishes)

ALL INVENTORY AS OF 4/30/86 OF THE "INN PLACE" RESTAURANT.

MORTGAGE DEED—FORM NO. 4-A

511

Released BK. 15 Rel. @ Pg. 423

THE HILLS COMPANY, SHERIDAN [illegible]

MORTGAGE

THIS MORTGAGE, made this 21st day of February, 1986, between BOULDER LAKE RANCH PARTNERSHIP, a general Wyoming partnership, officed in Pinedale (Box 725), Wy. 82941, and JOHN D. PATTERSON, of Polk County, Florida, ~~of~~ ~~County, Wyoming~~, hereinafter referred to as the "Mortgagor," and

of Barnett Bank of Polk County, Polk County, Florida, ~~County, Wyoming~~, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of One hundred thousand dollars and 00/100

($ 100,000.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

Lot One (1), Fifth Filing, of Boulder Lake Country Estates, a subdivision to Sublette County, Wyoming, platted over a portion of Homestead Entry No. 159, in Section 3, T33N, R107W of the 6th P.M., said county and state, and as depicted on the duly recorded plat.

211640

RECORDED April 29 1986 3:00 PM
IN BOOK 45 Mtgs PAGE 511
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Sheeny, Deputy

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

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

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

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of One hundred thousand dollars and 00/100

($ 100,000.00) Dollars, together with interest thereon at the rate of BBFI Prime Plus One* per cent (* %) per annum from April 15, 1986, until paid, according to the conditions of the promissory note, dated April 15, 1986, the ultimate maturity date of which is April 15, 1991, which promissory note was executed and delivered by Frederick G. Petersen, partner and attorney in fact for all partners of Boulder Lake Ranch Partnership, a Wyoming general partnership, and John D. Patterson,

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

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

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

($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of 30 days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

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

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

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

* BARNETT BANKS OF FLORIDA, INC. Prime Plus 1%. Prime rate is a reference rate for the information of the bank in establishing the actual rates to be charged its borrowers.

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

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

Power of attorney recorded Oct. 4, 1977, Book 1 of P/A, at Page 350.

James P. Petersen
by Fred G. Petersen, Attorney in fact
Fred G. Petersen, individually

Frederick G. Petersen

Frederick G. Petersen, partner and attorney ~~in fact for all partners of Boulder Lake~~ Ranch Partnership, and

John D. Patterson

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sublette } ss.

On this 21st day of February, 1986, before me personally appeared Frederick G. Petersen, partner and attorney in fact for all partners of Boulder Lake Ranch Partnership, a general Wyoming partnership,

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

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

My commission expires: January 11, 1987

William H. Jackson

William H. Jackson, Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF ~~WYOMING~~ FLORIDA,
County of Polk. } ss.

On this 15th day of April, 1986, before me personally appeared

JOHN D. PATTERSON

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: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 21 1986
BONDED THRU GENERAL INS. UNDERWRITERS

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Fred G. Petersen, aka Frederick G. Petersen, individually and as Attorney in Fact for James P. Petersen this 18th day of April, 1986.

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
Notary Public

5/5 (Rev. 4-75)

MORTGAGE

THIS MORTGAGE, made this 11TH day of APRIL, 19 86 by

LILLIAN E. HARROWER, also known as LILLIAN HARROWER, a widow,
of KEMMERER, WYOMING

residing (or having its principal place of business) within the County (or Counties) of LINCOLN,
State of WYOMING, Mortgagor, hereby mortgages to UTAH LIVESTOCK PRODUCTION
CREDIT ASSOCIATION of EVANSTON, County of UINTA, State of WYOMING
a corporation existing and operating under the provisions of The Farm Credit Act of 1971, Mortgagee, for the sum of
-ONE MILLION ONE HUNDRED SEVENTY NINE THOUSAND SEVEN HUNDRED FIFTY EIGHT AND NO/100 - -,
the following described real property in the County of SUBLETTE, State of WYOMING, to-wit:

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.

SECTION 9: NE¼SE¼;
SECTION 10: S½N½ and S½;
SECTION 11: SW¼NW¼ and W½SW¼;
SECTION 14: SW¼NE¼, NW¼NW¼, and SE¼;
SECTION 15: N½NE¼ and NE¼NW¼.

211641

RECORDED April 30 1986 8:00 AM
IN BOOK 45 Mtg PAGE 514
FEES $ 7.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

TOGETHER with appurtenances and all rights of every kind and nature to the use of water, ditches and canals for the irrigation of said premises to which the mortgagor or said premises are now or may hereafter become entitled, all of said rights being hereby made appurtenant to above described premises; and together with all range and grazing rights (including rights under the Taylor Grazing Act and Federal Forest Grazing privileges), nor or hereafter issued in connection with or appurtenant to said real property.

This mortgage is intended to secure, and does hereby secure, the payment to the said Mortgagee, at its office hereinabove set forth, of certain indebtedness according to the terms and conditions of a certain promissory note or notes executed by the Mortgagor in favor of the Mortgagee, payable at said office of the Mortgagee, with interest thereon, which notes are further described as follows:

Dated	Amount	Interest rate	Maturity date
12/31/85	$ 1,012,343.00	11.58 % per annum	ON DEMAND, IF NO DEMAND MADE THEN ON 01/06/87
04/11/86	$ 167,415.00	11.65 % per annum	ON DEMAND, IF NO DEMAND MADE THEN ON 01/06/87
	$	% per annum	

and in addition also secures the payment of (1) all sums which may be or become due to the Mortgagee from the Mortgagor, whether resulting from advances to or in behalf of the Mortgagor or otherwise, with interest on all such sums; (2) substitution notes and/or extensions of all notes from Mortgagor in favor of, or assigned to, the Mortgagee.

Also as security for the discharge and performance of all obligations and promises of said mortgagor herein contained, together with interest thereon, and also as security for the payment by said mortgagor to said mortgagee of all sums hereafter paid, laid out, expended or advanced by the said mortgagee under the terms of this mortgage, together with interest thereon, and also as security for the payment of all sums which may be hereafter loaned, paid out, expended or advanced by said mortgagee to said mortgagor, or which may hereafter become due to said mortgagee from said mortgagor, with interest thereon, and also as security for all extensions or renewals of above described notes and/or of notes evidencing sums hereafter loaned, paid out, expended or advanced.

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

The mortgagor promises and agrees to pay all taxes, assessments and liens now subsisting or which may hereafter be imposed by national, state, county, city or other authority upon the property hereby mortgaged, and said mortgagor agrees that said mortgagee may pay such taxes, assessments or liens without notice and that said mortgagor will repay the mortgagee on demand all sums so paid with interest at the same rate per annum as set forth in the note herein described and this mortgage shall be security for all sums so paid by the mortgagee, together with interest thereon, and the mortgagee shall be the sole judge of the legality or validity of such taxes, assessments or liens.

The mortgagor guarantees the payment to the mortgagee of the full proceeds of all checks and/or drafts transmitted in connection with any indebtedness hereby secured.

The mortgagor covenants and agrees:

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

(2) That mortgagor will forever warrant and defend the title to said premises and the water rights thereto to the said mortgagee, its successors and assigns against all lawful claims and demands of all persons whomsoever.

(3) That mortgagor will place and maintain fire insurance acceptable to the mortgagee on all buildings upon said property in such amounts as may be required by the mortgagee from time to time, the policies for such insurance to be delivered to the mortgagee and to contain a standard form of mortgage clause making loss if any payable to the mortgagee. Any funds so received by the mortgagee may be applied, at the option of the mortgagee, upon the indebtedness hereby secured or for the reconstruction of the buildings damaged or destroyed.

514 Released Bk. 14 Rel @ Pg. 286

(4) That in case of the failure of the mortgagor to carry out and perform any of the conditions, agreements or covenants of this mortgage or of the note or notes secured hereby, then the whole indebtedness hereby secured shall without notice to the mortgagor at the option of the mortgagee become due and payable forthwith and the mortgagee may thereupon enforce payment thereof in a suit at law or by foreclosure of this mortgage.

(5) Upon or during the continuance of any default hereunder, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, except under circumstances where such taking is expressly prohibited by law, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured; and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises and/or to manage the property during the pendency of legal proceedings. The rents, issues and profits of said premises after default shall accrue to mortgagee's benefit and are hereby assigned and mortgaged to mortgagee as additional security for the indebtedness herein described.

(6) That in case of institution of suit to foreclose this mortgage, the mortgagor shall pay as a part of the debt hereby secured all costs and legal expenses, including abstract or search of title, and a reasonable attorney's fee to be fixed by the court and that said attorney's fee is and shall be a lien upon said premises and secured by this mortgage and the plaintiff in said suit shall be entitled in said suit to the appointment of a receiver of said mortgaged property to take possession of same and collect the rents and profits thereof pending foreclosure proceedings and up to the time of redemption or issuance of sheriff's deed.

(7) That in case of foreclosure of this mortgage, any water stock or water right held by said mortgagee as security for said loan, whether said water stock or water right be appurtenant to said land or otherwise, shall be sold with said land at the same time and in the same manner that said land is sold; that at such sale said land may be sold as a whole and said mortgagee may become the purchaser.

(8) That any act of the mortgagor makes it necessary, in the opinion of the mortgagee, for the mortgagee to defend its interests as mortgagee in any court or before any board, commissioner or other official, then the mortgagee shall be entitled to reasonable attorney's fees and other expenses actually incurred in such defense, which fees and expenses shall be a lien upon said premises and secured by this mortgage.

(9) That upon full payment of this loan as herein provided, the mortgagor shall be entitled to a properly executed release or satisfaction of this mortgage and a delivery of such release or satisfaction to the mortgagor shall release the mortgagee of any further liability to the mortgagor. The mortgagee may at any time without notice release portions of said mortgaged premises from the lien of this mortgage without affecting the personal liability of any persons for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Mortgagor has executed these presents the day and year first hereinabove written.

Lillian E. Harrower

LILLIAN E. HARROWER aka LILLIAN HARROWER

5 93 (Rev. 7/82)

ACKNOWLEDGMENT
(Individual)

State of Wyoming
County of Lincoln ss

On this 11TH day of APRIL in the year 1986 before me, the undersigned Notary Public in and for said County and State, personally appeared LILLIAN E. HARROWER aka LILLIAN HARROWER (X) personally known to me) (proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that SHE executed it.

Paula M. Ferentchak
Notary Public
State of
Lincoln
My Commission Expires 8/7

Paula M Ferentchak
Notary Public in and for said County and State

TO

PRODUCTION CREDIT ASSOCIATION

Address

M O R T G A G E

THIS MORTGAGE, made this 29th day of April 19 86 between

Patsy R. Rich, formerly Patsy R. Edwards, and Dean Rich, Husband and Wife

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

First Security Bank of Rock Springs, A Wyoming Corporation

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

The Mortgagor, for and in consideration of the sum of Seven Thousand Seven Hundred Twenty Two Dollars and 00/100 ----------

($ 7,722.00) Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in

Sublette County, Wyoming

LOTS 8 AND 9, BLOCK 2, SAMORA ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

211645

RECORDED April 30 1986 10:00AM
IN BOOK 45 mtgs PAGE 516
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

Released
Book 16 Rel
page 22E

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 Seven Thousand Seven Hundred Twenty Two Dollars and 00/100 ---------- ($ 7,722.00) Dollars, together with interest thereon at the rate of Twelve (12.00 %) per annum from April 29, , 1986, until paid, according to the conditions of said promissory note , dated April 29, , 1986, the ultimate maturity date of which is on demand , 19 , which promissory note was executed and delivered by

Patsy R. Rich, formerly Patsy R. Edwards, and Dean Rich, Husband and Wife

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

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

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than Seven Thousand Seven Hundred Twenty Two Dollars and 00/100 ---------- ($ 7,722.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of Ten days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with 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 value of said property, or the sufficiency thereof to discharge the indebtedness debt and foreclosure costs, fees and expenses. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice hereof hereby expressly waived, and the appointment of any such Receiver on any such application without notice hereby consented to by the Mortgagor. All rents, issues and profits, income and revenue of said property shall be applied by such Receiver according to law and the orders and directions of the court.

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

[redacted] [redacted] [redacted]

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

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

Patsy R. Rich, formerly Patsy R. Edwards

Dean Rich

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 29th day of April, 1986, before me personally appeared

Patsy R. Rich, formerly Patsy R. Edwards, and Dean Rich, Husband and Wife

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

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

My commission expires: 5-11-86

Julie Banks

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

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

to me known to be the person ..... described in and who executed the foregoing instrument, and acknowledged that .....

..... executed the same as ..... free act and deed, including the release and waiver of homestead.

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

My commission expires: .....

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

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

to me known to be the person ..... described in and who executed the foregoing instrument, and acknowledged that .....

..... executed the same as ..... free act and deed, including the release and waiver of homestead.

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

My commission expires: .....

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } 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: .....

518

519 Released BK. 14 Rel. @ Pg. 259

This form is used in connection with mortgages insured under the one-to-four family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John N. Overgaag and Michelle A. Overgaag, husband and wife herein designated as Mortgagor, of P.O. Box 1105, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of --Forty Eight Thousand and No/100-- Dollars ($ 48,000.00), with interest at the rate of Nine and One Half per centum (9.500 %) per annum as evidenced by a promissory note of even date herewith to the order of Teton Mortgage Company, Inc. 140 S. Cache St. P.O. Box 3904 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 --Five Hundred One and 23/100-- Dollars ($ 501.23), commencing on the first day of June, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2001, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 37, Half Moon Mountain Subdivision, Fourth Filing, Sublette County, Wyoming,

211647

RECORDED April 30 1986 10:00 AM
IN BOOK 45 Mtg. PAGE 519
FEES $ 12.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed 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 he will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said Michelle A. Overgaag wife of the said John N. Overgaag 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 2nd day of April , 19 86

In the presence of—

x John N. Overgaag
John N. Overgaag

x Michelle A. Overgaag
Michelle A. Overgaag

THE STATE OF WYOMING }
} ss:
COUNTY OF Sublette }

On this 2nd day of April , 19 86 , before me personally appeared John N. Overgaag and Michelle A. Overgaag 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 free and separate and apart.

Given under my hand and official seal, this 2nd day of April , A.D. 1986

My commission expires December 11, 1988

x Kay K. Peterson
Notary Public

STATE OF WYOMING }
} ss:
COUNTY OF }

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

[redacted] MORTGAGE [redacted] RIDER [redacted]

This Rider, dated the 2nd day of April, 19 86, amends the Mortgage of even date by and between John N. Overgaag and Michelle A. Overgaag, the Mortgagor, and Teton Mortgage Company, Inc., the Mortgagee, and NA, the NA, as follows:

1. Subsection (a) of Paragraph 2 is deleted.

2. Subsection (c)(I) of Paragraph 2 is deleted.

3. In the third sentence of Paragraph 3, the words "all payments made under the provisions of (a) of paragraph 2 hereof which the mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.

4. The fourth sentence of Paragraph 3 is amended by insertion of a period after ". . . then remaining unpaid under said Note" and deletion of the remainder of the sentence.

5. Paragraph 10 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

IN WITNESS WHEREOF, John N. & Michelle A. Overgaag has set his hand and seal the day and year first aforesaid.

x John N. Overgaag [SEAL]
John N. Overgaag

x Michelle A. Overgaag [SEAL]
Michelle A. Overgaag

L. PETERSON NOTARY PUBLIC

Signed, sealed and delivered in the presence of

x Kayla L. Peterson

522

523

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2nd day of April, 19 86, 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 Note to Teton Mortgage Company, Inc. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

36 West Coyote Trail
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions and restricitions, as contained in instrument recorded 7/3/73 in book 29 of Misc page 69 and instrument recorded 5/9/84 in Book 45 of Misc page 15 (the "Declaration"). The Property is a part of a planned unit development known as Half Moon Mountain Subdivision
[Name of Planned Unit Development]
Half Moon Mountain Subdivision (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

x John N. Overgaag (Seal)
John N. Overgaag -Borrower

x Michelle A. Overgaag (Seal)
Michelle A. Overgaag -Borrower

[redacted] [redacted] [redacted]

[redacted] [redacted] [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 _____

John N. Overgaag and Michelle A. Overgaag

and appears recorded in book # 45 of mortgages, beginning on page # 519 in the office of the County Clerk of ~~Xxxxx~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 37, Half Moon Mountain Subdivision, Fourth Filing,
Sublette County, Wyoming

211648

RECORDED April 30 1986 10:00 AM
IN BOOK 45 mtg PAGE 524
FEES $ 4.00 Lois J. Yake 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 3rd day of April, 1986.

By Stephen M. Walsh
Stephen M. Walsh, Vice President
Attest Sally M. Johnson
Sally M. Johnson, Asst. Secretary

State of Wyoming
Countyof Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh
the 3rd day of April 1986.

Witness my hand and official seal.
My Commission Expires: 11-10-87

Beverley A. Williams
NOTARY
BEVERLEY A. WILLIAMS

**Doing business without a corporate seal.

525 Released Bk. 14 Rel. @ Pg. 607

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Billy K. McAdams and Carmen McAdams, 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 One Thousand and no/100---------- Dollars ($51,000.00), with interest as evidenced by a promissory note dated April 2, 1986 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 $ 807.26 each on the ~~first~~ 2nd day of each month, beginning on the ~~first~~ 2nd day of May, 1986, 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 April 2, 1991, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

The West 1800 feet of the following described tract:

That part of the S½NE¼ and N½SE¼ and the approximate westerly 150 feet of the NE¼NW¼SE¼SE¼ of Section 10, Township 29 North, Range 112 West, 6th P.M., Sublette County, Wyoming, lying south of the center-line of the South Piney County Road No. 23-151 of record in the Office of the Sublette County Clerk;
AND
The West 1210 feet of the SW¼NE¼ and NW¼SE¼ of Section 10, Township 29 North, Range 112 West, 6th P.M., Sublette County Wyoming, lying and being situate northerly of the center-line of said South Piney County Road No. 23-151.

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.

211692

RECORDED May 2 1986 8:00 AM
IN BOOK 45 Mtg. PAGE 525
FEES $8.00 Lois J. Yake 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.

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; mailing, 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 [illegible] 24

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 Carmen McAdams wife of the said Billy K. McAdams 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 April 19 86

In the presence of—

Billy K. McAdams

Carmen McAdams

THE STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

On this 2nd day of April 19 86, before me personally appeared Billy K. McAdams and Carmen McAdams to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notary seal, this 2nd day of April , A. D. 19 86.

(Seal)

My commission expires
September 1, 1989

Betty J. Hobgood
Notary Public.

Frontier Printing & [redacted]
—Cheyenne [redacted] [redacted]

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That ALLAN P KIRKWOOD & CAROL ANN KIRKWOOD

herein designated as Mortgagor, of Kemmerer , County of

Lincoln , State of WYOMING , to secure the payment of the principal

sum of THIRTY-FIVE THOUSAND NINE HUNDRED THIRTY-SIX AND 53/100 Dollars ($ 35,936.53),

with interest as evidenced by a promissory note dated 04/22/86 herewith to the order of

First Wyoming Bank N A Kemmerer
301 Pine Ave
Kemmerer WY 83101

hereinafter designated Mortgagee, principal and interest payable in 60 installments of $ 744.45 each on the 5TH day of each month, beginning on the 5TH day of JUNE 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 60 installment on 05/05/91 , hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOT 5 6 7 BLOCK 44 MARBLETON TOWNSITE SUBLETTE COUNTY WYOMING

211716

RECORDED May 5 19 86 8:00 AM
IN BOOK 45 misc PAGE 528
FEES $ 8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheney, 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:

REL-061(2-84)

Released Bk. 14 Rel. Pg. 523

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on any interest paying date prior to maturity.

2. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

3. That nothing shall be done in or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property 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 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.

8. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of forclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to the Mortagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the suffiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

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

10. No failure by the Mortgagee or any legal holder hereof to enforce any right set forth herein nor the granting of any extension of time nor taking of additional security, nor partial release of security or the making of future advances, shall act to constitute a waiver of the right to enforce any and all remedies provided herein nor shall it act to discharge or release the collateral.

11. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said CAROL ANN KIRKWOOD wife of the said ALLAN P KIRKWOOD 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 APRIL, 19 86.

In the presence of—

Allan P Kirkwood

Carol A Kirkwood

THE STATE OF WYOMING,
County of Lincoln } ss:

On this 22nd day of April, 1986, before me personally appeared Allan P. Kirkwood + Carol Ann Kirkwood 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 22nd day of April, A. D. 1986.

Jane Thomas Notary Public
County of Lincoln (Seal) State of Wyoming
My Commission expires July 17, 1989
My Commission expires

Jane Thomas
Notary Public.

530

531 Released BK. 15 Rel. Pg 397

MORTGAGE

The undersigned, James L. Burroughs and Patricia Elaine Long Burroughs, husband and wife.

("mortgagors", whether one or more), of Carbon County, State of Wyoming, to secure the payment of Twenty-eight thousand and no/100-- ($28,000.00), due November 2, 1991 with interest thereon at the rate of 11.750 per cent per year (said sum, and the interest thereon, being herein referred to as the "indebtedness"), payable Sixty-six (66) payments of $578.18 beginning June 2, 1986 and continuing on the 2nd of each month thereafter until November 2, 1991.

BANK OF COMMERCE
in accordance with the provisions of that certain promissory note, dated May 2, 1986, hereby mortgage and warrant to WYOMING BANK OF RAWLINS, a banking corporation organized and existing under the laws of the State of Wyoming, of Rawlins, 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:

TOWNSHIP 36 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
SECTION 9: S½SW¼SW¼SE¼, S½N½SW¼SW¼SE¼, S½SE¼SE¼SW¼, S½N½SE¼SE¼SW¼.

Together with all buildings and improvements situate thereon.
Approximately 15 acres.

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 Twenty-eight thousand and no/100-----($ 28,000.00) by such insurance as mortgagee may approve, with the proceeds thereof made payable to mortgagee. If mortgagors fail to pay such taxes or assessments or fail to keep the premises insured, mortgagee may pay the same and may insure the premises, and all sums paid by mortgagee for such purposes shall be added to and considered as a part of the indebtedness and shall draw interest at the same rate.

If default occurs in the payment of the indebtedness or in the payment of any installment thereof, or if default occurs in any of the covenants and agreements hereof, then the whole indebtedness shall, at mortgagee's option, become due and payable forthwith, and mortgagee may foreclose this mortgage either by advertisement and sale of the premises as provided by statute, or by an action in equity. Out of the proceeds of any foreclosure sale, mortgagee shall retain or receive all sums due to it hereunder, and the costs of foreclosure and sale, including attorney fees in an amount equal to ten per cent 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 premisses 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 2nd day of May, 19 86.

211728

RECORDED May 5 1986 3:00 PM
IN BOOK 45 Mtg PAGE 531
FEES $ 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

MORTGAGORS:

James L. Burroughs

Patricia Elaine Long Burroughs

STATE OF WYOMING }
COUNTY OF CARBON } ss.

(Debtor's individual acknowledgement)

On this 2nd day of May, 19 86, before me personally appeared James L. Burroughs and Patricia Elaine Long Burroughs 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.

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

(SEAL)

Sandy McGinty
Notary Public

My Commission Expires: Feb 3, 1988

FORM 127

Title Guaranty ([redacted] Wyoming, Inc.
Form 4½C

[redacted]

211730

[redacted]

This Instrument Filed for Record on the
5 day of May, 1986 at 4 o'clock P M.
and Recorded in Book 45 of Mtg.
Page 532 Lois J. Yates
NO. County Clerk
by: Carol A. Cheeney, Deputy

MORTGAGE DEED

Starling O. Bryant and Doris L. Bryant

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Forty-Nine Thousand Eight Hundred Ninety-Nine and 82/100 Dollars, due n/a with interest thereon at the rate of 12.5 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable Six Hundred Twenty-Four and 67/100 Dollars per month

in accordance with the provisions of that certain promissory note, dated April 15, 1986, hereby mortgage and warrant to mortgagee, Utah Power & Light Employees' Credit Union

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

ALL OF LOTS 1 AND 2, EXCEPT THE NORTH 69 FEET OF LOTS 1 AND 2, BLOCK 2, FELTNER ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

Mortgagors agree to pay the indebtedness according to the terms of said promissory note, and, during the life of this mortgage, to pay all taxes and assessments on the premises and to keep the improvements thereon insured against fire and other hazards in a sum not less than Forty-Nine Thousand Eight Hundred Ninety-Nine and 82/100 ($ 49,899.82) by such insurance as mortgagee may approve, with the proceeds thereof made payable to mortgagee. If mortgagors fail to pay such taxes or assessments or fail to keep the premises insured, mortgagee may pay the same and may insure the premises, and all sums paid by mortgagee for such purposes shall be added to and considered as a part of the indebtedness and shall draw interest at the same rate.

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

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

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

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

WITNESS our hands this 30th day of April, 1986.

Starling O Bryant

Doris L Bryant

Attest Seal:

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me by STARLING O. BRYANT AND DORIS L. BRYANT

this 5th day of MAY, 1986

Witness my hand and official seal.

My Commission expires: 7/28/88

Edwin R. Adams
NOTARY PUBLIC
Title of Officer

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

8-11-86

RISE-Book 13, Pg 341

532

533

When Recorded, Mail To:

Utah Power & Light
Employees' Credit Union
P. O. Box 899
Salt Lake City, Utah 84110

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

MORTGAGE

~~DEED OF TRUST~~ NON-ASSUMPTION AGREEMENT

WHEREAS, Utah Power & Light Employees' Credit Union (hereinafter designated Credit Union) is lending the sum of $ (49,899.82)Forty-nine Thousand Eight Hundred ninety-nine and 82/100 to the undersigned and to evidence their obligation to repay said sums unto Credit Union, the undersigned are executing and delivering unto Credit Union their promissory note bearing date of April 15, 19 86 in said principal amount and in order to secure the payment of the indebtedness evidenced by said promissory note, the undersigned are executing and delivering unto Credit Union a mortgage upon certain real property situate in Sublette County, Utah, described as follows:

ALL OF LOTS 1 AND 2, EXCEPT THE NORTH 69 FEET OF LOTS 1 AND 2, BLOCK 2, FELTNER ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

and

WHEREAS, Credit Union is lending said sum of money unto the undersigned not only upon the security of said ~~deed of trust~~ mortgage, but also upon other consideration as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and as an essential and integral part of the transaction evidenced by said promissory note and deed of trust, the undersigned, jointly and severally, agree that in the event any or all of the undersigned convey and/or enter into any contract for the conveyance of said real property, or any interest therein to any third person or persons or to any firm or corporation, Credit Union shall thereupon have the right without notice or demand and in its exclusive, absolute and final judgment, to (1) declare the entire remaining unpaid balance owing under said promissory note immediately due and payable and exercise any and all legal remedies available to Credit Union under said promissory note and mortgage in the event of default; or (2) may require thenceforth for the life of the deed of trust note the payment of an amount of interest equal to the then prevailing mortgage loan interest rate offered by Credit Union, as a substituted rate of interest for that stated in said note. The right hereby conferred upon Credit Union is in addition to all other rights given and granted unto it by the terms of said promissory note.

DATED at Salt Lake City, Utah this 15th day of April, 19 86.

X Doris L. Bryant

X Starling O. Bryant

STATE OF ~~Utah~~ Wyoming }
COUNTY OF ~~Salt Lake~~ SUBLETTE } ss.

On this ~~15th~~ 5TH day of ~~April~~ MAY, 19 86, before me, a Notary Public in and for said State, personally appeared Starling O. Bryant and Doris L. Bryant, the signers of the above instrument, who acknowledged to me that they executed the same.

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

Notary Public for ~~Utah~~ Wyo Edwin R. Adams
Residing at ~~Salt Lake City~~, PINEDALE, ~~Utah~~ Wy.
Commission Expires 7/28/88

211731

RECORDED May 5 1986 4:00 PM
IN BOOK 45 Mtg. PAGE 533
FEES $ 4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

STATE OF WYOMING
FHA Form 2196 m
(Rev. Sept. 1983)

211740

RECORDED May 7 1986 8:00 A.M.
IN BOOK 45 Mtg. PAGE 534
FEES 8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Carol A. Sheeren, Deputy

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 Kyle B. Walker and Beverly C. Walker, husband and wife herein designated as Mortgagor, of P.O. Box 396, Pinedale, County of Sublette, State of Wyoming 82941, to secure the payment of the principal sum of --Fifty Five Thousand and No/100-- Dollars ($ 55,000.00), with interest at the rate of --Nine and One Half-- per centum (9.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

Teton Mortgage Company, 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 Seventy four and 32/100-- Dollars ($ 574.32), commending on the first day of July, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 2001, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

A TRACT OF LAND LOCATED IN THE NE¼NE¼ OF SECTION 11, T. 33 N., R. 109 W., 6TH P.M., SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Beginning at a point which is N.89°55'00"W., a distance of 418.00 feet from the southeast corner of said NE¼NE¼; thence, from point of beginning N.00°05'10"E., a distance of 15.43 feet to a point on the centerline of a 30 foot wide right-of-way; thence, following said centerline, N.79°31'38"W., a distance of 0.53 feet to a point of curve to the right, said curve having a central angle of 80°23'13", a radius of 308.95 feet and a tangent of 261.02 feet; thence, along the arc of said curve a distance of 433.46 feet; thence, N.00°51'35"E., a distance of approximately 327.00 feet; thence, leaving said centerline WEST, a distance of approximately 655.00 feet to a point on the west line of said NE¼NE¼; thence, southerly along the west line of said NE¼NE¼, a distance of approximately 650.00 feet to the southwest corner of said NE¼NE¼; thence, easterly along the south line of said NE¼NE¼, a distance of approximately 904.00 feet to the point of beginning.

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

The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he/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. * [illegible] See below

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

Privilege is reserved to pay the debt, in whole or in part, on any installment due date (over)

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(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 accepted for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. 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 valver 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, [redacted]tors, 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 Beverly C. Walker wife of the said Kyle B. Walker 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 28th day of April , 19 86

In the presence of—

Kathleen E. Williams

Kathleen E. Williams

Kyle B. Walker
Kyle B. Walker

Beverly C. Walker
Beverly C. Walker

THE STATE OF WYOMING } ss:

COUNTY OF SUBLETTE

On this 28th day of April , 19 86 , before me personally appeared Kyle B. Walker and Beverly C. Walker to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and official seal, this 28th day of April , A.D. 19 86

SEAL

My commission expires Sept. 20, 1986

Kathleen E. Williams
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

By
Deputy

Fee: $

U.S. GOVERNMENT PRINTING OFFICE : 1980-642-321

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

537

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

Kyle B. Walker and Beverly C. Walker

and appears recorded in book 45 of mortgages, beginning on page 534 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

A TRACT OF LAND LOCATED IN THE NE¼NE¼ OF SECTION 11, T. 33 N., R. 109 W., 6TH P.M., SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Beginning at a point which is N.89°55'00"W., a distance of 418.00 feet from the southeast corner of said NE¼NE¼; thence, from point of beginning N.00°05'10"E., a distance of 15.43 feet to a point on the centerline of a 30 foot wide right-of-way; thence, following said centerline, N.79°31'38"W., a distance of 0.53 feet to a point of curve to the right, said curve having a central angle of 80°23'13", a radius of 308.95 feet and a tangent of 261.02 feet; thence, along the arc of said curve a distance of 433.46 feet; thence, N.00°51'35"E., a distance of approximately 327.00 feet; thence, leaving said centerline WEST, a distance of approximately 655.00 feet to a point on the west line of said NE¼NE¼; thence, southerly along the west line of said NE¼NE¼, a distance of approximately 650.00 feet to the southwest corner of said NE¼NE¼; thence, easterly along the south line of said NE¼NE¼, a distance of approximately 904.00 feet to the point of beginning.

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 30th day of April, 1986.

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest
A. Rodgers Everett, President

State of Wyoming
Countyof Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh
the 30th day of April 1986.

Notary

Witness my hand and official seal.
My Commission Expires: 11-10-87

**Doing business without a corporate seal.

RECORDED May 7 1986 8:00AM
IN BOOK 45 mtg PAGE 537
FEES 4.00
SUBLETTE COUNTY CLERK
Lois J. Yates COUNTY CLERK
by: Carol Sheney, Deputy

211741

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GARY MULDER and ERLANE MULDER, husband and wife,

mortgagor S, of Box 1431, Sublette County, State of Wyoming, to secure the payment of Four Thousand Five Hundred and no/100 ($4,500.00) - - - - - Dollars, due 4/15/88 with interest from 4/23/86 at the rate of eighteen (18%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 24 equal monthly payments of $224.67 which include interest at the rate of 18% per annum; first said payment due 5/15/86 and on the 15th day of each month thereafter until paid in full; do hereby mortgage to

mortgagee, whose address is FIRST NATIONAL BANK OF PINEDALE
Post Office Box 519
Pinedale, Wyoming 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Tract Fifteen (15), Mountain View Ranches, Sublette County, Wyoming as the same appears of record on the official plat thereof filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO: reservations and restrictions contained in United States patents or of record and to easements and rights-of-way of record or in use; and to prior mineral reservations of record.

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

211759

RECORDED May 1 '86 10:00 A M
IN BOOK 45 Mtg. PAGE 538
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, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 25th day of April A. D. 1986.

In the presence of

Gary Mulder
GARY MULDER
Erlane Mulder
ERLANE MULDER

538 Released Bk. 13 Rls. Pg. 714, 716

State of Wyoming
County of Sublette } ss.

The foregoing instrument was acknowledged before me by GARY MULDER and ERLANE MULDER,

this 25 day of April, 19 86.

Witness my hand and official seal.

Signature: Lynn Alexander
Title of Officer: NOTARY PUBLIC

My Commission Expires: Lynn Alexander, Notary Public, County of Sublette, State of Wyoming, My Commission Expires Jan. 3, 1990

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] 11771 [redacted]

Record & Return To
LEON SELTZER
1680 No. Vine Street, Suite 1212
Los Angeles, California 90028

RECORDED May 8 1986 8:00 AM
IN BOOK 45 Mtgs. PAGE 540
FEES $4.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

ASSIGNMENT OF MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS that I, HELEN L. HARRISON hereby assign and transfer unto HELEN L. HARRISON as Trustee of the HELEN L. HARRISON Trust, dated October 15, 1985 all my rights, title and interest in an to the following Mortgage Deed and Promissory Note which it secures:

An undivided one-half interest in a Promissory Note secured by a Mortgage Deed dated July 1, 1977 in the principal sum of $75,000.00 executed by LEON ~~EVERETT~~, EVERETT BENSON and ROSEMARY BENSON to DAN E. HARRISON and HELEN L. HARRISON or order covering real property located in the County of Sublette in the State of Wyoming, covering the South one-half of the northeast quarter of Section 21, Townships 36 north, Range 114 west of the six P. M., recorded June 28, 1977 in Book 29 of Mortgages, Page 27 in Sublette County, State of Wyoming.

DATED: March 27th, 1986

Helen L. Harrison
HELEN L. HARRISON

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 27th day of March 1986 before me, the undersigned, a Notary Public in and for said State, personally appeared HELEN L. HARRISON personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledge that she had executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

OFFICIAL SEAL
ARTHUR B. WALLACE
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Sept. 20, [illegible]

Arthur B. Wallace
NOTARY PUBLIC

540 Released BK. 13 RLs. Pg. 717

[redacted] [redacted] [redacted]

5

MORTGAGE DEED—FORM NO. 4—A THE MILLS COMPANY, SHERIDAN 15095

MORTGAGE

THIS MORTGAGE, made this 24th day of March, 1986, between Albert J. Toth, Jr. and Fern M. Toth, husband and wife,

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and North Side State Bank of Rock Springs, Wyo., a Wyoming banking corporation, having its principal place of business at Rock Springs, in

XXX Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

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

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

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

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

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

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of -Thirty-one thousand and no/100- - - -

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

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

/ Albert J. Toth Jr.

/ Fern M. Toth

/

/

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 24th day of March, 1986, before me personally appeared

Albert J. Toth, Jr. and Fern M. Toth, husband and wife,

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

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

My commission expires: November 17, 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

..... 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: .....

.....

.....

544

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gary J. Mulder and Erlane Mulder, Husband and Wife, herein designated as Mortgagor, of Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Forty Thousand Five Hundred and no/100---------- Dollars ($40,500.00), with interest as evidenced by a promissory note dated May 9, 1986 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 $ 435.21 each on the first day of each month, beginning on the first day of July, 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 June 1, 2001, hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

Lot 5 Shadow Brook Subdivision, Sublette County, Wyoming

211784 by: Carol A. Cheney, Deputy

RECORDED May 9th 19 86 2:00 P M
IN BOOK 45 Mtg. PAGE 544
FEES $8.00 Lois J. Yates 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 545

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 Erlane Mulder wife of the said Gary J. Mulder 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 9th day of May , 19 86

In the presence of—

x Gary J. Mulder

x Erlane Mulder

THE STATE OF WYOMING
} ss:
COUNTY OF Sublette

On this 9th day of May 19 86, before me personally appeared Gary J. Mulder and Erlane Mulder 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 9th day of May , A. D. 1986 .

(Seal)

My commission expires January 10, 1987

Notary Public.

Frontier Printing & [redacted]
—Cheyenne

FOURTH AMENDMENT TO MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT DATED AS OF APRIL 6, 1984 (AND MODIFICATION OF PROMISSORY NOTE)

THIS AMENDMENT (the "Amendment"), dated as of February 1, 1986 is by and from PATRICK D. MAHER, 116 Inverness Drive East, Englewood, Colorado 80112 (the "Mortgagor") to MARK WILLIAMSON and H. ALLEN RHEEM, JR., Trustees, and UNITED BANK OF DENVER NATIONAL ASSOCIATION, 1700 Broadway, Denver, Colorado 80274 (the "Bank").

W I T N E S S E T H:

WHEREAS, the Bank has made advances to the Mortgagor pursuant to the terms of a Loan Agreement dated as of September 25, 1984 as amended by a First Amendment dated as of January 29, 1985 ("First Amendment") (the Loan Agreement as amended by the First Amendment is herein referred to as the "Credit Agreement"), such advances are evidenced by a Promissory Note dated as of August 16, 1983, as modified on September 25, 1984, on January 29, 1985 and March 15, 1985 (the "Loan Note"), and secured by a Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of April 6, 1984 as amended by an Amendment dated as of September 25, 1984, a Second Amendment dated as of January 29, 1985 and a Third Amendment dated as of March 15, 1985 (such Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement as amended herein referred to as the "Mortgage") encumbering certain of the Mortgagor's properties;

WHEREAS, the Mortgagor and the Bank have agreed to extend the maturity date of the Loan Note until December 15, 1986 and to modify the interest rate and the manner of principal repayment of the Loan Note; and

WHEREAS, filing information for the original Mortgage is set forth in Schedule I attached hereto.

NOW, THEREFORE, the Mortgagor, Trustees, and the Bank agree as follows:

1. The Mortgage, effective the date hereof, is hereby amended as follows:

All references in the Mortgage and in any other instrument to the Loan Note shall be deemed to be a reference to the Loan Note as modified by the Fourth Modification of Promissory Note dated as of February 1, 1986, in the form attached hereto as Exhibit A (the "Modification").

211791

RECORDED May 12 1986 9:00 AM
IN BOOK 45 Misc PAGE 547
FEES 19.25 Laura J. Yule COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McLaurin

2. The maturity date of the Loan Note is hereby extended to December 15, 1986.

3. The interest rate and principal repayment schedule of the Note are hereby modified in accordance with the terms of the Modification.

4. Except as hereby expressly amended, the Mortgage is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

5. The legal fees of the Bank (and out-of-pocket expenses of counsel) incurred in connection with the extension of maturity of the Loan Note and each related agreement shall be payable by the Mortgagor upon billing.

Thus done and signed by Patrick D. Maher, Mark Williamson and H. Allen Rheem, Jr., as Trustees, and United Bank of Denver National Association represented herein by Philip V. Hanel, its Commercial Banking Officer, hereunto duly authorized, in the City and County of Denver, State of Colorado in the presence of the undersigned Notaries Public in and for the City and County of Denver, State of Colorado after due reading of the whole, all as of the date first above written.

PATRICK D. MAHER

MARK WILLIAMSON, Trustee

H. ALLEN RHEEM, JR., Trustee

UNITED BANK OF DENVER NATIONAL ASSOCIATION

By: _____
Philip V. Hanel
Commercial Banking Officer

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of ~~February~~ APRIL, 1986 by Patrick D. Maher.

Witness my hand and official seal.

My commission expires: My Commission Expires 1989.

Janice Haskell
Notary Public

Address: [redacted]

(SEAL)

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18th day of ~~February~~ APRIL, 1986 by Mark Williamson, as Trustee.

Witness my hand and official seal.

My commission expires: _____.

Janice Haskell
Notary Public

Address: _____

(SEAL)

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of ~~February~~ APRIL, 1986 by H. Allen Rheem, Jr., as Trustee.

Witness my hand and official seal.

My commission expires: _____.

(SEAL)

Notary Public

Address: _____

_____

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of ~~February~~ APRIL, 1986 by Philip V. Hanel as Commercial Banking Officer of United Bank of Denver National Association.

Witness my hand and official seal.

My commission expires: _____.

(SEAL)

Notary Public

Address: _____

_____

SCHEDULE I

Previous filing information with respect to the Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated as of April 6, 1984 between Patrick D. Maher ("Mortgagor") and Mark Williamson and H. Allen Rheem, Jr. ("Trustees") and United Bank of Denver National Association:

Location	Recording Information	Date
Real Estate Records Sublette County, WY	Book 41, Page 471 No. 200737	4/12/84
UCC Records Sublette County, WY	U-19658	4/12/84
Real Estate Records Sweetwater County, WY	Book 751, Pages 272-98 No. 922669	4/12/84
UCC Records Sweetwater County, WY	U-129753, No. 922670	4/12/84
Wyoming Secretary of State	No. 215994	4/16/84
Colorado Secretary of State	No. 704519	4/24/84

EXHIBIT A

FOURTH MODIFICATION OF PROMISSORY NOTE

THIS FOURTH MODIFICATION OF PROMISSORY NOTE made as of February 1, 1986 between Patrick D. Maher (hereinafter referred to as "Maker") and United Bank of Denver, National Association (hereinafter referred to as the "Bank").

W I T N E S S E T H:

WHEREAS, Maker has executed and delivered to Bank his Promissory Note dated August 16, 1983 in the original principal amount of $5,000,000 as modified on September 25, 1984, January 29, 1985 and March 15, 1985 (hereinafter referred to as the "Note") and Maker and the Bank entered into a loan Agreement dated as of September 25, 1984 as amended as of January 29, 1985 (the "Loan Agreement") relating to a $5,000,000 revolving line of credit;

WHEREAS, the parties have agreed to (i) extend the maturity of the Note, (ii) amend the interest rate, and (iii) modify the principal repayment schedule.

NOW, THEREFORE, the parties agree as follows:

1. The maturity of the Note is hereby extended to December 15, 1986, on which date the entire balance of principal outstanding, together with interest accrued thereon, shall be due and payable in full. A mandatory principal prepayment shall be required as follows: On or before November 15, 1986 the maker will prepay the Note, as modified hereby, in an amount not less than $200,000. The reference to "January 15, 1986" in Section 2 of the Modification of Promissory Note dated as of March 15, 1985 ("March Modification"), is hereby changed to "December 15, 1986". All proceeds received by the Bank from the Maker pursuant to Section 2(i) of the March Modification shall be applied first to accrued interest and then to principal. Whenever a payment is made by the Maker to the Bank pursuant to Section 2(ii), this amount shall be deemed principal and the Maker shall also at such time pay all accrued interest due on the Note.

2. Interest on the Note, as modified hereby, shall be payable at a rate equal to 9½ percent per annum.

3. The Note, as modified hereby, is the Note described in, and is subject, to the terms and provisions of the Loan Agreement. All references to the Note in any instrument (including, without limitation, any mortgage, deed of trust, or security or collateral agreement of any kind to which the Maker is a party) shall be deemed to be a reference to the Note as modified hereby.

[redacted] [redacted] [redacted]

4. Except as specifically modified herein, all of the terms of the Note and Loan Agreement are hereby ratified by the Maker and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Modification of Promissory Note as of the day and year first above written.

_____
PATRICK D. MAHER

UNITED BANK OF DENVER NATIONAL ASSOCIATION

By: _____
Title: Commercial Banking Officer

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X

MORTGAGE DEED

THIS INDENTURE, made this 9th day of May, 1986, 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 One Hundred Sixteen Thousand and 00/100ths ($116,000.00) DOLLARS,

to them in hand paid by the mortagee, receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, convey and confirm unto said mortgagee, its successors or assigns, all the following described real estate situate in the County of Sublette, State of Wyoming, described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

211795

RECORDED May 12 1986 10:00 AM
IN BOOK 45 Misc PAGE 555
FEES $ 5.00 Lois J. Clarke COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy M. Mitchell

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

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

This grant is intended as a mortgage to secure the payment of a promissory note payable to the order of the mortgagee for the principal sum above mentioned, and interest, said principal and interest being payable in monthly installments of $ varying as per note each, the first such installment being due on the 1st day of June, 19 86, and a like sum due upon said day of each month thereafter until May 1, 1996, at which time a balloon payment of all remaining principal and interest accrued thereon shall be due and payable in full.

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

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

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

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

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

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

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

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

Mortgagee is under no obligation to renew or refinance said note upon maturity.

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

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

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

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

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

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

In the presence of

Jack W. Cassle

Jack W. Cassle

Frances E. Cassle

Frances E. Cassle

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THE STATE OF WYOMING }
COUNTY OF LARAMIE } ss.

On this 9th day of May, 19 86, 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 9th day of May, 19 86.

My commission expires.....

Paige A. Murphy
Notary Public

MY COMMISSION EXPIRES AUGUST 23, 1989

Paige A. Murphy - NOTARY PUBLIC
COUNTY OF
LARAMIE
My Commission Expires AUG. 23, 1989

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

[redacted]

.....

.....

.....

TO

Rocky Mountain Federal Savings and Loan Association

THE STATE OF WYOMING }
[redacted]OUNTY 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.

[redacted]es.....

ROCKY MOUNTAIN FEDERAL
SAVINGS AND LOAN ASSOCIATION

EXHIBIT "A"

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.

This Exhibit "A" is attached to and made a part of that certain Mortgage Deed dated the 9th day of May, 1986, executed by Jack W. Cassle and Frances E. Cassle, husband and wife.

Dated this 9th day of May, 1986.

Jack W. Cassle

Frances E. Cassle

Frances E. Cassle

558

Released Rel. 14 Rel. 6/9 557

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THIS DEED, made this 8th day of April, 1986, between Gordon M. Mickelson & Margaret G. Mickelson, husband & wife of the County of Sublette State of Wyoming, hereinafter called Mortgagor, and the Production Credit Association of the Midlands, 206 South 19th, Omaha, NE 68102 ~~XXXX

And it is fur[redacted]ed that in case any installment of principal or a[redacted]ereof, or any interest monies, or any part there[redacted]ecured to be paid, shall remain due and unpaid for the space of thirty days after the same shall, by the terms hereof, become due and payable; the[redacted]hat case the whole principal sum hereby secured to be paid, together with the interest thereon, shall, at the option of said Mortgagee, its successors or assigns, become due and payable forthwith, anything herein or in said note or notes contained to the contrary notwithstanding.

In case default shall be made in the payment of the above sum hereby secured or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in the payment of any renewal or extension note, or in the payment of the interest thereon, or in the payment of any future advance or advances made hereunder, or the interest thereon, or in case default shall be made in any of the covenants or agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the Mortgagee, its legal representatives or assigns, may proceed pursuant to law to foreclose on and sell said property, either by advertisement and sale as provided in Wyoming Statutes, 1977 Section 34-4-101 through 34-4-113, or by Court action, and out of the proceeds of such sale it shall pay all sums due hereunder, together with all costs of sale and forclosure, including reasonable attorney's fees.

If the property described herein is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors executing the note or notes for which this mortgage is security do hereby agree to be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment. The Mortgagors further agree to pay all costs of sale and forclosure, including reasonable attorney's fees incurred by the Mortgagee in connection with the sale and forclosure.

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

Witness the hand and seal of the Mortgagor the day and year first above written.

Gordon M. Mickelsen

Margaret G. Mickelsen

(INDIVIDUAL ACKNOWLEDGEMENT)

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

On this 7 day of May, 19 86, before me personally appeared Gordon M. Mickelsen and Margaret G. Mickelsen, Husband & Wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

D. JUD REDDEN - Notary Public
County of Lincoln State of Wyoming
My Commission Expires Jan. 6, 1987

D. Jud Redden
Notary Public

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

(CORPORATION ACKNOWLEDGEMENT)

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

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

.....
Notary Public

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

MORTGAGE DEED

FROM

.....

.....

TO

.....

.....

STATE OF WYOMING)
) 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, $ .....

559

560

MORTGAGE DEED

THIS INDENTURE, made this 9th day of May, 19 86, 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 One Hundred Fourteen Thousand and 00/100ths ($114,000.00) DOLLARS,

to them in hand paid by the mortagee, receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, convey and confirm unto said mortgagee, its successors or assigns, all the following described real estate situate in the County of Sublette, State of Wyoming, described as follows, to-wit:

211805

RECORDED May 12 1986 3:00 PM
IN BOOK 45 Mtg. PAGE 560
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol W. Cheney, Deputy

SEE ATTACHED EXHIBIT "A"

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 $ varying as per note each, the first such installment being due on the 1st day of June 19 86, and a like sum due upon said day of each month thereafter until May 1, 1996, at which time a balloon payment of all remaining principal and interest accrued thereon shall be due and payable in full.

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

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

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

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

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

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

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

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

Mortgagee is under no obligation to renew or refinance said note upon maturity.

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.

Jack W. Cassle

Jack W. Cassle

Frances E. Cassle

Frances E. Cassle

In the presence of

[redacted] [redacted] [redacted]

THE STATE OF WYOMING }
COUNTY OF LARAMIE } ss.

On this 9th day of May, 19 86, 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 9th day of May, 19 86

My commission expires..... Paige A. Murphy Notary Public

MY COMMISSION EXPIRES AUGUST 28, 1989

Paige A. Murphy - NOTARY PUBLIC
COUNTY OF
LARAMIE
My Commission Expires AUG. 28, 1989

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

On this.....day of....., 19...., before me personally appeared .....
.....
to me known to be the person described in and who executed the foregoing instrument and acknowledged that.....executed the same as
.....free act and deed.

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

.....
Notary Public

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

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

On this.....day of....., 19...., before me personally appeared .....
.....,
to me personally known, who, having been by me first duly sworn, did say: That he is the ..... of
....., the Corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said ..... acknowledged said instrument to be the free act and deed of said Corporation.

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

.....
Notary Public

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

No.....

MORTGAGE DEED

.....

.....

.....

.....

TO

Rocky Mountain Federal Savings and Loan Association

THE STATE OF WYOMING }
COUNTY OF } ss.

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

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

By.....
Deputy.

Fees.....

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ROCKY MOUNTAIN FEDERAL
SAVINGS AND LOAN ASSOCIATION

EXHIBIT "A"

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.

This Exhibit "A" is attached to and made a part of that certain Mortgage Deed dated the 9th day of May, 1986, executed by Jack W. Cassle and Frances E. Cassle, husband and wife.

Dated this 9th day of May, 1986.

Jack W. Cassle

Frances E. Cassle

STATE OF [redacted] NG
FHA Form 2196 m
(Rev. Sept. 1983)

[redacted]

This form is u[redacted] connection wit[redacted] gages insured under the one-to-four family provisions of the National Housing Act.

(ONE-TIME MIP)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Thomas M. Latta and Niki L. Latta, husband and wife

herein designated as Mortgagor, of 141 Black Avenue, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of --Seventy Seven Thousand Eight Hundred Fifty and No/100 -- Dollars ($ 77,850.00), with interest at the rate of Nine and One Half -- per centum (9.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

Teton Mortgage Company, 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 --Six Hundred fifty Four and 61/100 -- Dollars ($ 654.61), commending on the first day of July, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 2016; hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 4, 5 and 6, Block 10, C. P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming

211817

RECORDED May 13 1986 10:45AM
IN BOOK 45 Mtg PAGE 563
FEES $8.00 Lois J. Yates 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 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. * [illegible] See below

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

Privilege is reserved to pay the debt, in whole or in part, on any installment due date (over)

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Released Book 15, Page 612.

(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 or 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 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. 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 valver 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 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, [redacted] administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the [redacted] the plural the singular, and the use [redacted] gender shall include all genders.

[redacted] [redacted] [redacted]

And the said Niki L. Latta wife of the said Thomas M. Latta upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 12th day of May , 19 86

In the presence of—

Thomas M. Latta

Thomas M. Latta

Niki L. Latta

Niki L. Latta

THE STATE OF WYOMING }
ss:
COUNTY OF SUBLETTE }

On this 12th day of May , 19 86 , before me personally appeared Thomas M. Latta and Niki L. Latta to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 12th day of May , A.D. 19 86

My commission expires 7-13-86

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 : 1980-642-371

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

566

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

Thomas M. Latta and Niki L. Latta

and appears recorded in book 45 of mortgages, beginning on page 563 in the office of the County Clerk of ~~XXXXX~~ Sublette County, Wyoming, and which covers property described as follows:

C.P.

Lots 4, 5 and 6, Block 10, MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming

211818

RECORDED May 13 1986 10:45AM
IN BOOK 45 Mtg PAGE 566
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheney, Deputy

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 12th day of May, 19 86.

Dale Barlage, Board Chairman

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest A. Rodgers Everett
A. Rodgers Everett, President

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 12th day of May 19 86

Witness My hand and official seal.
My Commission expires: 7-9-88

CLAIRE K. ABRAMS NOTARY
Teton County, State of Wyoming
Commission Expires July 9, 1988

Claire K. Abrams

*Doing business without a corporate seal.

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 120 W. Pearl St., 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 Seventy Seven Thousand Eight 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 12th day of May, in the year One Thousand Nine Hundred and Eighty Six, made by Thomas M. Latta and Niki L. Latta in favor of Teton Mortgage Company, Inc. and conveying the following described property:

Lots 4, 5 and 6, Block 10, C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming

211819

RECORDED May 13 1986 10:45 AM
IN BOOK 45 mtg. PAGE 567
FEES $4.00 Lois G. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

and which said Mortgage was recorded in the office of the County Clerk and Ex-officio Register of Deeds in Said County of ~~XXXX~~ Sublette on the ___ day of May, in the year 19 86, in Book 45 of Mortgages, at Page 566, 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 12th day of May, 19 86.

First Wyoming Bank N.A. - Jackson Hole

By: Ona Lee Kelley
Ona Lee Kelley, Senior Vice President

ATTEST:

THE STATE OF WYOMING)
) ss
COUNTY OF Teton)

On this 12th day of May, 19 86, 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 12th day of May, 19 86.

Marcia E. Jurekovic NOTARY
Teton
County
Commission expires June 23, 1988

Marcia E. Jurekovic
Notary Public

My Commission Expires: 6-23-88

REL - 101A (2-78)

568 Released BK. 14 Rel. of Pg. 159

211840

RECORDED May 14 1986 10:30AM
IN BOOK 45 Mtgs. PAGE 568
FEES $10.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 5, 19 86. The mortgagor is Kenneth Allen Carvalho and Kathleen Carvalho, 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 Seventy Seven Thousand Five Hundred and No/100's*** Dollars (U.S. $ 77,500.00). 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 May 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:

Lot 2 of the Cora Subdivision, Sublette County, Wyoming.

EXCEPTING a tract of land consisting of the western part of Lot 2, Cora Subdivision, as recorded in the Office of the County Clerk, Sublette County, Wyoming, more particularly described as follows:

Beginning at the northwest corner of said Lot 2;
Thence N.89°47'54" E., along the north line of Lot 2, a distance of 32.76 feet;
Thence S.00°20'38" W., a distance of 345.71 feet to a point on the south line of Lot 2;
Thence S.89°46'39" W., along the south line of Lot 2, a distance of 32.76 feet, to the southwest corner of Lot 2;
Thence N.00°20'38" E., (RECORD N.00°20'42"E.) along the west line of Lot 2, a distance of 345.73 feet to the point of beginning.

which has the address of Lot 2-Cora Subdivision [Street], Cora [City],
Wyoming 82925 [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]

[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.

Kenneth Allen Carvalho .....(Seal)
Kenneth Allen Carvalho —Borrower

Kathleen Carvalho .....(Seal)
Kathleen Carvalho —Borrower

[Space Below This Line For Acknowledgment]

STATE OF ....Wyoming.....
} SS:
COUNTY OF ....Sweetwater.....

The foregoing instrument was acknowledged before me this May 5, 1986
(date)

by Kenneth Allen Carvalho and Kathleen Carvalho
(person(s) acknowledging)

My Commission expires: 8/08/87

NOTARY PUBLIC STATE OF WYOMING SWEETWATER COUNTY

.....(SEAL)
Notary Public

This instrument was prepared by.....

44770

571

MORTGAGE DEED—FORM NO. 4-A

572

THE MILLS COMPANY, SHERIDAN 154129

Released
Book 16 Rel
page 231

MORTGAGE

THIS MORTGAGE, made this 9th **day of** May, **19** 86, **between**
Joseph M. Hay and Dorothy E. Hay, Husband and Wife

of Sweetwater **County, Wyoming, hereinafter referred to as the "Mortgagor," and**
the Rock Springs National Bank, a Wyoming Banking Corporation, doing business at 333 Broadway, Rock Springs, Wyoming

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

The Mortgagor, for and in consideration of the sum of **Sixty-nine thousand five hundred and no/100**

($ 69,500.00---) **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** Sweetwater **County, Wyoming:**

LOT 10, REDSTONE NEW FORK RIVER SUBDIVISION,

SUBLETTE COUNTY, WYOMING.

211849

RECORDED May 15 1986 8:00 A.M.
IN BOOK 45 Mtg PAGE 572
FEES $ 5.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Dorothy McClure

[redacted] [redacted] [redacted]

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

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

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

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

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of **Sixty-nine thousand five hundred and no/100**

($ 69,500.00) Dollars, together with interest thereon at the rate of **Eleven** per cent (11 %) per annum from May 9, 19 86, until paid, according to the conditions of one promissory note, dated May 9, 19 86, the ultimate maturity date of which is May 9, XX2004, which promissory note was executed and delivered by **Joseph M. and Dorothy E. Hay, husband and wife, monthly, prin. & int., in payments of Seven hundred forty and 21/100 ($740.21) until paid in full. ***APR 11%.

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

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

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than **Sixty-nine thousand five hundred and no/100**

($ 69,500.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

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

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

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

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

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

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

Joseph M. Hay

Joseph M. Hay

Dorothy E. Hay

Dorothy E. Hay

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of Sweetwater } ss.

On this 9th day of May, 1986, before me personally appeared Joseph M. Hay and Dorothy E. Hay

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: 12-20-86

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19, before me personally appeared

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

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

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING }
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledge said instrument to be the free act and deed of said corporation.

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

My commission expires:

[redacted] [redacted] [redacted]

MORTGAGE [redacted] FORM NO. [redacted] THE HILLS COM [redacted] 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM ROBERT TANNER and HELEN TANNER, husband and wife,

Box 4220
mortgagor S, of Marbleton, Sublette County, State of Wyoming, to secure the payment of
Eighty-Five Thousand and N0/100 ($85,000.00) - - - - - - - - - - - - - - - - Dollars, due 4-20-96
with interest from 4-15-86 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 120 equal monthly payments
of $1,371.35 each, which include interest at the rate of 15% per annum; first said monthly payment
due 5-20-86 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:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23) and Twenty-Four (24), Block Six (6); Marbleton Townsite, Sublette County, Wyoming;
Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23) and Twenty-Four (24), Block Seven (7), Marbleton Townsite, Sublette County, Wyoming;
Lots Seven (7), Eight (8) and Nine (9), Block Forty-Nine (49), Marbleton Townsite, 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.

211874

RECORDED May 16TH 19 86 11:00 AM
IN BOOK 45 Misc PAGE 575
FEES 6.00 Lois Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than 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 April A. D. 19 86.

In the presence of

William Robert Tanner
WILLIAM ROBERT TANNER

Helen Tanner
HELEN TANNER

Rel'd 136 13 pg 440

576

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by William Robert Tanner and Helen Tanner,

this 14th day of ~~April~~ May, 1986.

Witness my hand and official seal.

Lynn Alexander
Signature
Notary Public
Title of Officer

My Commission Expires: 1/2/90

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, $ ...

STATE OF [redacted]
FHA Form 2196 m
(Rev. Sept. 1983)

[redacted]

This form is [redacted] 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 Edwin H. Peters, Jr. and Pamela J. Peters, husband and wife herein designated as Mortgagor, of 449 South Tyler, Pinedale, County of Sublette, State of Wyoming 82941, to secure the payment of the principal sum of --Seventy Two Thousand Six Hundred Fifty and No/100-- Dollars ($ 72,650.00), with interest at the rate of --Ten-- per centum (10.000 %) per annum as evidenced by a promissory note of even date herewith to the order of

Teton Mortgage Company, 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 --Six Hundred Thirty Seven and 56/100-- Dollars ($ 637.56), commending on the first day of July, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 12 and 13, Cooley 3rd Addition to the Town of Pinedale,
Sublette County, Wyoming

211879

RECORDED May 16 1986 1:00 PM
IN BOOK 45 Misc PAGE 577
FEES $8.00 Lavon J. Yahn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he/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. * [illegible] See below

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

Privilege is reserved to pay the debt, in whole or in part, on any installment due date (over)

577 Released Bk. 15 Rel @ Pg. 452

(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 or 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 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. 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 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 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 revenues 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 singular, and the use of any gender shall include all genders.

And the said Pamela J. Peters wife of the said Edwin H. Peters, Jr. 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 15th day of May , 19 86

In the presence of—

Edwin H. Peters, Jr.

Pamela J. Peters

THE STATE OF WYOMING } ss:

COUNTY OF SUBLETTE

On this 15th day of May , 19 86 , before me personally appeared Edwin H. Peters, Jr. and Pamela J. 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 apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 15th day of May , A.D. 19 86

[SEAL]

My commission expires:

My Commission expires November 19, 1987

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

By Deputy

Fee: $

U.S. GOVERNMENT PRINTING OFFICE : 1980-602-371

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

558

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

Edwin H. Peters , Jr. and Pamela J. Peters

and appears recorded in book 45 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:

Lots 12 and 13, Cooley 3rd Addition to the Town of Pinedale, Sublette County, Wyoming

211880

RECORDED May 16 1986 1:00 PM
IN BOOK 45 Mtg PAGE 580
FEES $4.00 Lou J. Yade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 15th day of May, 1986.

Dale Barlage, Board Chairman

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest A. Rodgers Everett
A. Rodgers Everett, President

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 15th day of May 1986.

Witness My hand and official seal.
My Commission expires: 7-18-88

Claire K. Abrams

CLAIRE K. ABRAMS NOTARY PUBLIC
Teton County Wyoming
Commission expires July 18, 1988

*Doing business without a corporate seal.

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 Donald R. Driggs and Jane Driggs, husband and wife herein designated as Mortgagor, of P.O. Box 1216, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of --Seventy Six Thousand Eight Hundred and No/100-- Dollars ($ 76,800.00), with interest at the rate of Ten and One Half per centum (10.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

Teton Mortgage Company, 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 --Seven Hundred Two and 52/100-- Dollars ($ 702.52), commending on the first day of July, 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 June, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 5, Unit III, Orcutt Hill Subdivision, Sublette County, Wyoming

211888

RECORDED May 19, 1986 8:00 AM
IN BOOK 45 Mtg, PAGE 581
FEES $10.00 Lois J. Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

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 anyuse 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. * [illegible] See below

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

Privilege is reserved to pay the debt, in whole or in part, on any installment due date[over]

581

(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 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. 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. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, [redacted] successors, and assigns of [redacted] parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of [redacted] gender shall include all genders. [redacted]

And the said Jane Driggs wife of the said Donald R. Driggs 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 7th day of May , 1986

In the presence of—

Kathleen E. Hilbiance

Kathleen E. Hilbiance

Donald R. Driggs

Donald R. Driggs

Jane Driggs

Jane Driggs

THE STATE OF WYOMING }
ss:
COUNTY OF SUBLETTE }

On this 7th day of May , 19 86 , before me personally appeared Donald R. Driggs and Jane Driggs to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 7th day of May , A.D. 1986

NOTARY SEAL
My commission expires: Sept. 20, 1986

Kathleen E. Hilbiance
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 : 1980-682-371

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

554

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this .....7th..... day of .....May....., 1986...., 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 Note to .....Teton Mortgage Company, Inc..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

.....#3 Circle Drive.....Pinedale, Wyoming 82941.....
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in ..covenants, conditions and restrictions, which..... contain no forfeiture or reverter clause, in the Restrictive Covenants recorded January 7, 1972 in Book 28 of Misc. (the "Declaration"). The Property is a part of a planned unit development known as .....

ORCUTT HILL SUBDIVISION
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Donald R. Driggs .....(Seal)
Donald R. Driggs -Borrower

Jane Driggs .....(Seal)
Jane Driggs -Borrower

[redacted] [redacted] [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 _____

Donald R. Driggs and Jane Driggs

and appears recorded in book 45 of mortgages, beginning on page 581 in the office of the County Clerk of Teton County, Wyoming, and which covers property described as follows:

Lot 5, Unit III, Orcutt Hill Subdivision, Sublette County, Wyoming

211889

May 19 1986 8:00 A.M.
BOOK 45 Mtg PAGE 585
FEE $4.00 Lois J Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClenne

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 8th day of May, 1986.

By Stephen M. Walsh
Stephen M. Walsh, Vice President
Attest A. Rodgers Everett
A. Rodgers Everett, President

State of Wyoming
Countyof Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh
the 8th day of May 1986.

Claire K Abrams
Notary

Witness my hand and official seal.
My Commission Expires: 7-18-88

**Doing business without a corporate seal.

5586

Released Rel Bk 46 Pg 457

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 Ray Gordon Owsley, a single man

herein designated as Mortgagor, of P.O. Box 1014, Big Piney, County of Sublette, State of Wyoming 83113, to secure the payment of the principal sum of --Sixty Seven Thousand Five Hundred and No/100 -- Dollars ($ 67,500.00), with interest at the rate of Ten per centum (10.000 %) per annum as evidenced by a promissory note of even date herewith to the order of

Teton Mortgage Company, 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 Ninety Two and 36/100 -- Dollars ($ 592.36), commending on the first day of July, 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 June, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 28, Amended Meadow Canyon Estates, Sublette County, Wyoming

211890

RECORDED May 19 1986 8:00 AM
IN BOOK #5 Mtg PAGE 586
FEES $ 8.00 Lora J. Wade COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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

The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he/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. * [illegible] See below

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

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 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. 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 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 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.

555

And the said wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) ha hereunto set hand(s) this day of , 19

In the presence of—

Ray Gordon Owsley

Ray Gordon Owsley

THE STATE OF WYOMING }
} ss:
COUNTY OF SUBLETTE }

On this 12th day of May , 19 86 , before me personally appeared Ray Gordon Owsley to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 12th day of May , A.D. 19 86

LAUREL A. EAGLES NOTARY PUBLIC SUBLETTE COUNTY, WYO.

[SEAL]

My commission expires 5-13-87

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 - 1980-642-321

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

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

Ray Gordon Owsley

and appears recorded in book* 45 of mortgages, beginning on page 586 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 28, Amended Meadow Canyon Estates, Sublette County, Wyoming

211891

RDED May 19 1986 8:00 A.M.
BOOK 45 PAGE 589
FEES $4.00 Lou J. Wike COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Dorothy McClure

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 13th day of May, 19 86.

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest A. Rodgers Everett
A. Rodgers Everett, President

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 13th day of May 1986.

Witness My hand and official seal. Clara K. Abrams
My Commission expires: 7-18-88

*Doing business without a corporate seal.

5856

released Book 16, page 45
9/4/92

590

Loan #6680-Sublette

STATE OF WYOMING

Farm Loan Mortgage

Wyoming Farm Loan Board

THIS MORTGAGE made this 16th day of MAY, 19 86, between

- - - - - - - - LESLIE F. WILCOX AND SHARON L. WILCOX, husband and wife - - - - - - - - -

- - - - - - - - - - - - - - and 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

- - - - - - - TWO HUNDRED ONE THOUSAND & NO/100 ($201,000.00) - - - - - - - - - - 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:

Township 32 North, Range 110 West of the 6th P.M., Sublette County, Wyoming

Section 19: Lots 1, 2, 3, and 4: E½SW¼

Township 32 North, Range 111 West of the 6th P. M., Sublette County, Wyoming

Section 12: S½NE¼: SE¼NW¼: E½SW¼: SE¼
Section 13: NE¼: E½NW¼: E½SW¼: SE¼
Section 24: NE¼: E½SE¼

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 - - TWO HUNDRED ONE THOUSAND & NO/100 - ($201,000.00) 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 NINETEEN THOUSAND FIVE HUNDRED SIXTY FOUR & 61/100 - - - - - - - - - - - - ($19,564.61) DOLLARS, on the 1st day of December of each year and one payment of NINETEEN THOUSAND FIVE HUNDRED SIXTY THREE & 69/100 - - - - - - - ($19,563.69) 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 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.

21914

[redacted]21914

RECORDED May 19 1986 11:30AM
IN BOOK 45 Mtg PAGE 590
FEES 8.00 Lois Yake COUNTY CLERK
SUB [redacted] COUNTY CLERK
by [illegible] Deputy

[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 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.

(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.

Leslie F. Wilcox
Leslie F. Wilcox

Sharon L. Wilcox
Sharon L. Wilcox, his wife

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by LESLIE F. WILCOX AND SHARON L. WILCOX this 16th day of MAY, 19 86.

Witness my hand and official seal.

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

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

ASSIGNMENT

FOR VALUE RECEIVED in the amount of $71,996.19, First Wyoming Bank N.A.-Jackson Hole as Assignor, hereby sells, assigns, transfers and sets over to Grant R. Caldwell, Charles E. Johnson and Nancy S. Reuling as Assignees, their successors and assigns, all of the right, title and interest of the Assignor in and to the following instruments:

1. One Mortgage made by Lane M. Bybee and Nancy J. Bybee (Parriott), dated February 15, 1977, in the amount of $100,000.00, and recorded March 25, 1977 in Book 28 Mortgages, page 588 in the Sublette County Clerk's Office, Sublette County, Wyoming.

2. One Promissory Note made by Lane M. Bybee and Nancy J. Bybee (Parriott), dated February 15, 1977 in the amount of $100,000.00 (with a remaining unpaid principal balance of $66,477.63 plus accrued interest), secured by the Mortgage referred to above.

3. One First Wyoming Bank N.A.-Jackson Hole Assumption Agreement between Lane M. Bybee and Nancy J. Bybee (Parriott) as Seller and Grant R. Caldwell, Nina Cutrubus and James E. Schultz as Buyer, dated April 8, 1981 and recorded May 14, 1981 in book 38 Miscellaneous, Page 359 in the Sublette County Clerk's Office, Sublette County, Wyoming.

4. One Loan Modification Agreement between First Wyoming Bank N.A.-Jackson Hole and Grant R. Caldwell, Nina Cutrubus and James E. Schultz, dated April 9, 1981 modifying the terms of the Promissory Note and Mortgage referred to above.

5. One Loan Modification Agreement between First Wyoming Bank N.A.-Jackson Hole and Grant R. Caldwell and Nina Cutrubus, dated March 8, 1985 modifying the terms of the Promissory Note and Mortgage referred to above.

RECORDED May 19 1986 2:02 PM
IN BOOK 45 MISC PAGE 523
FEES $2.00 Laurel Hale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

211920

6. One Security Agreement between First Wyoming Bank N.A.-Jackson Hole and Battle Mountain Ranch, Inc., dated March 30, 1984, along with a Financing Statement filed on May 29, 1984 as Instrument No. 201514-418790 in the Sublette County Clerk's office, Sublette County, Wyoming.

including all rights of action or otherwise, and to take all legal steps said Assignee may deem proper or necessary in connection therewith all without recourse on Assignor in any event or for any cause.

Assignor has delivered the above referenced documents to Assignee concurrently with the delivery of this Assignment.

DATED the 19th day of May, 1986.

Seal

FIRST WYOMING BANK, N.A. CORPORATE SEAL WYOMING

First Wyoming Bank,
N.A.-Jackson Hole

By: Kent R. Robertson
Vice President

ATTEST:

By: Joan M. Beck

ACCEPTED

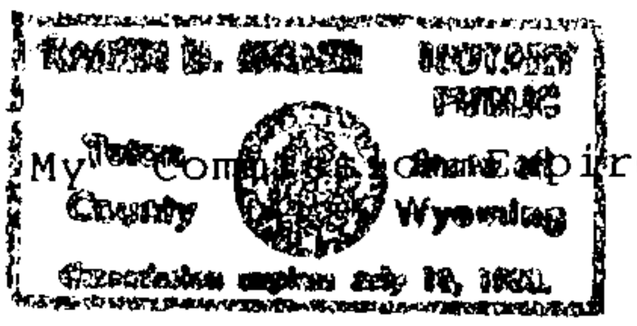
On behalf of myself and Charles E. Johnson and Nancy S. Reuling I hereby acknowledge receipt of all documents referred to above and agree with the provisions of the Assignment Agreement.

Grant R. Caldwell

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by KENT R. ROBSON and JOHN M. BECK and to me known to be the persons who executed the foregoing as VICE PRESIDENT and SECRETARY, respectively, of First Wyoming Bank, N.A.-Jackson Hole and severally acknowledged before me that they executed the foregoing as such officers in the name of and for and on behalf of the said institution this 19 day of MAY 1986.

WITNESS my hand and official seal.

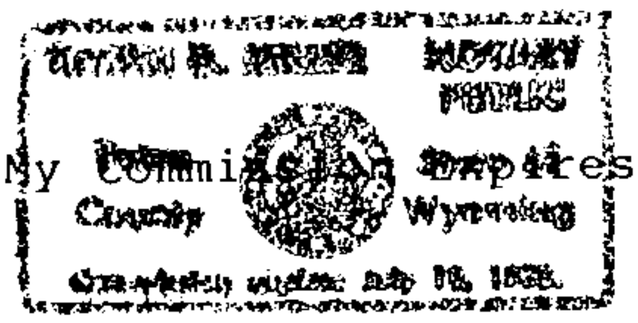


Karen D. Miller
Notary Public

My Commission Expires: 7/18/88

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Grant R. Caldwell this 19th day of May, 1986.



Karen D. Miller
Notary Public

My Commission Expires: 7/18/88

Asn BK 105 pg 239 9-17-03 5%

Rlsd BK 24 Rel Pg 555 2/22/05

Assigned BK 60 Mtg. pg. 310

STATE OF WYOMING
FHA 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
Patricia Chapel, a single woman
herein designated as Mortgagor, of Lincoln, State of Wyoming, County of Kemmerer, to secure the payment of the principal sum of
----------Forty One Thousand Four Hundred Forty and no/100---------- Dollars
($ 41,440.00).with interest at the rate of
----------Ten----------per centum
(10.00 %)per annum as evidenced by a promissory note of even date herewith to the order of
FIRST WYOMING BANK, N.A. - KEMMERER
,
a corporation organized and existing under the laws of
the United States of America
,
hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of
----------Three Hundred Seventy Six and 57/100---------- Dollars
($ 376.57),commencing on the first day of July ,1986 ,
and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June , 2011 ,
hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

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

211931

RECORDED May 29 1986 11:00 AM
IN BOOK 45 Mtg PAGE 596
FEES $8.00 Lou Jo Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGinnis

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 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 excercise 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 morty , 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

* "Privilege is reserved to pay the debt, in whole or in part, on any installment due date." (over)

[redacted] [redacted] [redacted]

(b) All payments mentioned in the two preceding subsections of this peragraph 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 (6) 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 (6) 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 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.

And the said wife of the said 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 her hand(s) this 12th day of May ,1986

In the presence of- Patricia Chapel

PATRICIA CHAPEL

THE STATE OF WYOMING

ss:

COUNTY OF Lincoln

On this 12th day of May ,1986 , before me personally appeared Patricia Chapel to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notary seal, this 12th day of May ,A.D.19 86

(SEAL)

My commission expires

WILLIAM R. JAMES
NOTARY PUBLIC
COUNTY OF LINCOLN — STATE OF WYOMING
My Commission Expires January 16, 1990

William R. James
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

USGPO: 1980-671-101/199 GPO: 1983--676-013/012

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That First Wyoming Bank, N.A. - Kemmerer, an association organized and doing business under the laws of the United States of America, and having its principal office at 801 Pine Avenue, Kemmerer, Wy. 83101, in said State, Party of the First Part, in pursuance of a resolution of the directors of said company, and in consideration of the sum of --------Forty One Thousand Four Hundred Forty and no/100---------- Dollars to it in hand paid by First Wyoming Bank, N.A. - Cheyenne, 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 12th day of May, in the year One Thousand Nine Hundred and Eighty Six, made by Patricia Chapel, a single woman in favor of First Wyoming Bank, N.A. - Kemmerer and conveying the following described property:

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

211932

RECORDED May 20 1986 10:00 AM
IN BOOK 45 Misc PAGE 599
FEES $4.00 Lana J. Yost 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 20th day of May, in the year 19 86, in Book 45 of Mortgages, at Page 596, 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 Vice- President, and sealed with its corporate seal, attested by its Vice-President, this 19th day of May, 1986.

First Wyoming Bank, N.A. - Kemmerer

By: William R. James, Vice-President

ATTEST:

T. Mark Mickelson, Vice-President

THE STATE OF WYOMING)
) ss
COUNTY OF Lincoln)

On this 19th day of May, 19 86, before me appeared William R. James, to me personally known, who, being by me duly sworn, did say that he is the Vice- President of First Wyoming Bank, N.A. - Kemmerer and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 19th day of May, 19 86.

Debbie A. Wetzel Notary Public County of Lincoln State of Wyoming My Commission Expires June 29, 1988

Debbie J. Wetzel
Notary Public

My Commission Expires: June 29, 1988

REL - 101A (2-78)

Misc Bk 22 Pg 261 600

STATE OF WYOMING

Farm Loan Mortgage

Wyoming Farm Loan Board

THIS MORTGAGE made this 20th day of MAY, 19 86, between

-JOHN E. WARDELL AND RUBY L. WARDELL, 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

- THIRTY-THREE THOUSAND AND NO/100 ($33,000.00)- 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:

TOWNSHIP 33 NORTH, RANGE 110 WEST, 6th P.M., SUBLETTE COUNTY, WYOMING

Section 4: S½SW¼SE¼
Section 9: E½

211939

RECORDED May 20 1986 3:30 PM
IN BOOK 45 Mtg. PAGE 600
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: 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 -THIRTY-THREE THOUSAND AND NO/100 ($33,000.00)- 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 -TWO THOUSAND NINE HUNDRED THIRTY-ONE AND 31/100- ($2,931.31)- DOLLARS, on the first day of December of each year and one payment of -TWO THOUSAND NINE HUNDRED THIRTY 91/100- -($2,930.91)- -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 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] [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 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.

(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.

John E. Wardell
John E. Wardell

Ruby L Wardell
Ruby L. Wardell, his wife

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by John E. Wardell, Ruby L. Wardell

this 20th day of MAY, 19 86.

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

211949

RECORDED May 21 1986 11:00AM
IN BOOK 45 Mtg. PAGE 603
FEES $10.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Sheeney, Deputy

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 13, 19 86. The mortgagor is George P. Jelaco and Carol E. Jelaco, 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 Thirty Two Thousand Five Hundred and No/100's*** Dollars (U.S. $ *32,500.00*). 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 June 1, 2001. 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:

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

which has the address of 19 Sawtooth View 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.

Released BK. 14 Rel. @ Pg. 161

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.

George P. Jelaco .....(Seal) —Borrower

Carol E. Jelaco .....(Seal) —Borrower

[Space Below This Line For Acknowledgment]

STATE OF ....WYOMING.....
COUNTY OF ....SWEETWATER.....
} SS:

The foregoing instrument was acknowledged before me this....May 13, 1986.... (date)

by George P. Jelaco and Carol E. Jelaco (person(s) acknowledging)

My Commission expires: 8/8/87

Notary Public (SEAL)

This instrument was prepared by.....

44770

211950

RECORDED May 21 1986 11:00 AM
IN BOOK 45 mtg. PAGE 607
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 13, 19 86. The mortgagor is Randy C. Tolman and Jill Tolman, 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 Eighty Two Thousand One Hundred and No/100's*** Dollars (U.S. $ *82,100.00*). 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 June 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:

Lot 9, Amended Meadow Canyon Estates, Sublette County, Wyoming.

which has the address of 342 North Piney-Cottonwood Road [Street], Marbleton [City],
Wyoming 83113 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

607 Released Bk. 14 Rel. @ Pg. 462

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.

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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.

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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.

Randy C. Tolman .....(Seal) —Borrower

Jill Tolman .....(Seal) —Borrower

[Space Below This Line For Acknowledgment]

STATE OF ...Wyoming... }
COUNTY OF ...Sweetwater... } SS:

The foregoing instrument was acknowledged before me this May 13, 1986 (date)

by Randy C. Tolman and Jill Tolman (person(s) acknowledging)

My Commission expires: 8/08/87

Notary Public (SEAL)

This instrument was prepared by.....

44770

211951

RECORDED May 21 1986 11:00AM
IN BOOK 45 Mtg. PAGE 611
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

Released Book 15,
Page 698.

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 13, 19 86. The mortgagor is Ronald L. Remmick and Trudy K. Remmick ("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 Thousand Two Hundred and No/100's*** Dollars (U.S. $ 60,200.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 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:

Lot 2, Block 3, Cooley Eighth Addition to the Town of Pinedale, Sublette County, Wyoming.

which has the address of 459 N. Franklin [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.

Ronald L. Remmick .....(Seal) —Borrower

Trudy K. Remmick .....(Seal) —Borrower

[Space Below This Line For Acknowledgment]

STATE OF Wyoming }
COUNTY OF Sweetwater } SS:

The foregoing instrument was acknowledged before me this May 13, 1986 (date)

by Ronald L. Remmick and Trudy K. Remmick (person(s) acknowledging)

My Commission expires: 8/08/87

GUY A. HAYES, III NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING My Commission Expires Aug. 8, 1987

Notary Public (SEAL)

This instrument was prepared by .....

44770

211952

RECORDED May 21 1986 11:00 AM
IN BOOK 45 Mtg. PAGE 615
FEES $ 10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 14, 19 86. The mortgagor is Randal E. McNinch, 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 82901 ("Lender"). Borrower owes Lender the principal sum of Forty Nine Thousand and No/100's*** Dollars (U.S. $ 49,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2001. 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 9 of the Osterhout addition to the town of Big Piney, Sublette County, Wyoming.

which has the address of 521 S. Piney Dr. [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.

.....(Seal)
Randal E. McNinch —Borrower

.....(Seal)
—Borrower

[Space Below This Line For Acknowledgment]

STATE OF .....WYOMING.....
} SS:
COUNTY OF .....SWEETWATER.....

The foregoing instrument was acknowledged before me this .....May 14, 1986.....
(date)

by .....Randal E. McNinch.....
(person(s) acknowledging)

My Commission expires 8/8/87

.....(SEAL)
Notary Public

This instrument was prepared by.....

44770

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Bar Flying V Ranch Company, A Wyoming Corporation

a corporation, herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Five Hundred Thousand and no/100---------- Dollars ($500,000.00 with interest as evidenced by a promissory note dated May 7, 1986 herewith to the order of

First Wyoming Bank N.A.-Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

principal and interest payable as follows: Principal plus interest payable in full on or before September 15, 1986

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

See Schedule A 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 Mortgagors shall remain the sole Obligor until said obligation is paid in full.

211989

RECORDED May 27 1986 8:00 AM
IN BOOK 45 Misc PAGE 619
FEES $13.00 Lois B Wake 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 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:

REL-062(2-84)

9-23 86
Mtg Rlse - Book 13, Page 406

1. That it will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on any interest paying date prior to maturity.

2. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same, and all sums so paid shall be added to and considered a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

3. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

4. That it will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss it will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 3 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

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

Calling of a meeting of creditors; application for, or appointment of, a receiver of any of them or their property; filing of a voluntary or involuntary petition under any of the provisions of the Bankruptcy Act or amendments thereto; issuance of a warrant or attachment; entry of a judgment; failure to pay, collect or remit any tax or tax deficiency, Federal, State or local, when assessed or due; death dissolution; making, or sending notice of an intended bulk sale; mortgage or pledge of any property; suspension or liquidation of their usual business; failure, after demand, to furnish financial information or to permit inspection of any books or records; default in payment or performance of this note or any other obligation to, or acquired in any manner by payee, or if the condition or affairs of any of them shall change as in the opinion of the Mortgagee or other legal holder thereof, shall increase its credit risk—this note and all other obligations, direct or contingent, of any maker or endorser hereof to payee shall become due and payable immediately without notice or demand.

That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall be come immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 5 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

8. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of forclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to the Mortagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the suffiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

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

10. No failure by the Mortgagee or any legal holder hereof to enforce any right set forth herein nor the granting of any extension of time nor taking of additional security, nor partial release of security or the making of future advances, shall act to constitute a waiver of the right to enforce any and all remedies provided herein nor shall it act to discharge or release the collateral.

11. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, this 7th day of May,

A. D. 19 86 .

(SEAL) BAR FLYING V RANCH CO. CORPORATE SEAL WYOMING

Thoron L. Greenwood Secretary.

Bar Flying V Ranch Company, A Wyoming Corporation

By James A. Greenwood
James A. Greenwood-President

THE STATE OF WYOMING,
County of Sublette } ss.

On this 7th day of May, 19 86, before me personally appeared

James A. Greenwood

to me personally known, who, being by me duly sworn, did say that he is the President of

Bar Flying V Ranch Company, A Wyoming 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

Thoron L. Greenwood acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL) WYOMING PUBLIC

Given under my hand and notarial seal this 7th day of May, A. D. 1986.

Notary Public.

My Commission expires on the 1st day of September, A. D. 1989.

"SCHEDULE A"

TOWNSHIP 31 NORTH, RANGE 111 WEST OF THE 6th P.M.; SUBLETTE COUNTY, WY

Section 23 : E½SE¼;
Section 26 : N½NE¼, SW¼NE¼, NW¼, W½SW¼;
Section 27 : All of Section;
Section 34 : NE¼, E½NW¼, N½SE¼, NE¼SW¼;
Section 35 : W½NW¼, NW¼SW¼;
EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF MUDDY CREEK:

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

Section 3 : Lots 3 and 4, NW¼SW¼, SW¼NW¼;
Section 4 : Lots 1 and 2, S½NE¼;
Section 11: S½NW¼, N½SW¼;

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M.; SUBLETTE COUNTY, WY

Section 17 : E½;
Section 20 : N½NE¼, SE¼NE¼, E½SE¼;
Section 21 : All of Section:
Section 22 : W½;
Section 27 : W½;
Section 28 : All of Section;
Section 29 : E½E½;
Section 33 : N½, SE¼;
Section 34 : W½;
EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF SOUTH HORSE CREEK:

James A. Greenwood

Marion P. Greenwood

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Viola T. Siems

herein designated as Mortgagor, of Daniel, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Eight Thousand Five Hundred Eighty Five & .56/100 Dollars ($ 8,585.56), with interest as evidenced by a promissory note dated May 2, 1986 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 $ 297.62 each on the first day of each month, beginning on the first day of June 1, , 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 May 1, 1989 ,
hereby mortgages to said Mortgagee, the following-described real estate situated in Sublette County, State of Wyoming, to wit:

That Part of Lot 4, Section 2, T33N, R111W, 6th P.M., Sublette County Wyoming described as follows:

Beginning at a point 585 feet South and 330 feet East of the Section Corner common to Sections 2, 3, 34, and 35, Townships 33 and 34 North, Range 111 West of the 6th P.M.; and running thence South 320 feet; thence, East 100 feet; thence North 320 feet; thence, West 100 feet to the place of beginning.

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.

212025

RECORDED May 28 1986 3:20 P M
IN BOOK 45 Misc PAGE 623
FEES $ 5.00 Lou J. Yehe 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:

623 Released BK. 14 Rel. @ Pg. 564

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.

[redacted] [redacted] [redacted]

contained the whole of the then indebtedness secured hereby, [redacted] with all rents, if [redacted]es, assessments, water charges, exp[redacted]es for repairs or maintenance, tog[redacted]at the other sums payable pursuant to the provisions hereof, shall become immediately due and p[redacted] 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) ha s hereunto set her hand(s) this 2nd day of May, 1986.

Viola T Siems

In the presence of—

.....

.....

THE STATE OF WYOMING } ss:
COUNTY OF

On this 2nd day of May 19 86, before me personally appeared Viola T. Siems to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notary seal, this 2nd day of May, A. D. 1986.

(Seal)

Notary Public.

My commission expires
September 1, 1989

Frontier Printing & Mailing Co.
—Cheyenne—

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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 Twenty Eight Thousand Five Hundred Sixty One------Dollars ($ 28,561.00), 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 installments of $ 28,561. + 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 5, 1986, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

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

This Mortgage is given in consideration of that certain promissory note dated July 11, 1985 in the original amount of $35,000.00 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.

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 the 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.

REL-063(2-84)

212026

RECORDED July 25 1985 3:00 P M
IN BOOK 45 Misc PAGE 626
FEES $ 12.00 Cash Clerk COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

(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 consitute 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

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ed or advanced by the Mortgagee pursuant to the provisions of paragraph [illegible] 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 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 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. **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.

11. 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.

12. 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 28th day of May, 1986.

In the presence of—

Vincenzo L. Tomassi

Anthony G. Tomassi

THE STATE OF WYOMING,
County of Sublette } ss:

On this 28th day of May, 1986, before me personally appeared Vincenzo L. Tomassi and Anthony G. Tomassi 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 11th day of July, A. D. 19 85

(Seal)

My Commission expires
09/01/89

Notary Public.

[redacted] [redacted] [redacted]

SCHEDULE "A"

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

PARCEL I:

THAT PART OF THE NE¼NE¼ OF SECTION 31, T.30N., R.111W., 6TH P.M., SUBLETTE COUNTY WYOMING described as follows:

Commencing at the NE corner of said Section 31; thence, S.48°46'W., 1118.0 feet to a point; thence, S.00°24'W., 268.70 feet to the point of beginning of this parcel: thence, S.00°24'W., 268.70 feet to a point on the south line of said NE¼NE¼: thence, N.87°00'W., 210 feet along said line to a point; thence, N.00°22'E., 263.80 feet to a point; thence, S.88°19'E., 210.00 feet to the point of beginning.

PARCEL II:

THAT PART OF THE NE¼NE¼ OF SECTION 31, T.30N., R.111W., 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"x18"x8" marked - on 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, T.30N., R.111W., 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"x12"x13" marked 1/16 on W, BP on N, S$_S$ on S, + on 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.

DATED May 28th, 1986

Vincenzo L. Tomassi

Anthony G. Tomassi

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MORTGAGE DEED—FORM NO. 4-A

THE MILLS COMPANY, SHERIDAN 154129

Released 12/11/92
Book 16 Rel
Page 196

"THIRD"

MORTGAGE

THIS MORTGAGE, made this 28th **day of** May, **1986, between**
Victor E. Mack and Josephine A. Mack, husband and wife

of Sublette **County, Wyoming, hereinafter referred to as the "Mortgagor," and**
the Rock Springs National Bank, a Wyoming Banking Corporation, doing business at 333 Broadway, Rock Springs, Wyoming

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

The Mortgagor, for and in consideration of the sum of **Five hundred forty-one thousand and no/100**

($541,000.00→ **Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in** Sublette **County, Wyoming:**

TOWNSHIP 31 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 1 : Lots 3 and 4, S½NW¼, SW¼;
Section 2 : Lots 1, 2, 3 and 4, S½N½, S½ (All of Section);
Section 3 : SE¼SE¼, S½NW¼NE¼SE¼, S½NE¼SE¼;
Section 10: NE¼NE¼;
Section 11: N½N½;
Section 12: NW¼NW¼NE¼, S½NW¼NE¼, N½NW¼;

TOWNSHIP 32 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 26: SW¼SW¼;
Section 27: S½NE¼, SE¼;
Section 34: NE¼, NE¼SE¼;
Section 35: W½, SE¼, W½NE¼, SE¼NE¼.

[*THIS MORTGAGE IS AND SHALL BE SUBJECT, SUBORDINATE, AND JUNIOR IN EVERY RESPECT TO THE LIEN AND CLAIM OF THE NOTES AND MORTGAGES EXECUTED BY The State of Wyoming, Wyoming Farm Loan Board, dated February 14, 1985, in the amount of $400,000.00, recorded February 14, 1985 in Book 43 of Mortgages, Page 281, and ALSO AND INCLUDING THE SECOND MORTGAGE EXECUTED BY The Farmers Home Administration, United States Department of Agriculture, dated February 14, 1985, in the amount of $174,000.00 recorded February 14, 1985 in Book 43 of Mortgages, Page 284.]

212011

RECORDED May 29 '86 3:00 PM
IN BOOK 45 Mtg PAGE 630
FEES 9.25 Lou D. Mack COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKee

[redacted] [redacted] [redacted]

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

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

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

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

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of **Five hundred forty-one thousand and no/100**---------- ($ 541,000.00---) Dollars, together with interest thereon at the rate of **Eleven** (----11%) per annum from May 28, 1986, until paid, according to the conditions of two promissory notes, dated May 28, 1986, the ultimate maturity date of which is December 15, 1992, which promissory note was executed and delivered by Victor E. Mack and Josephine A. Mack, a sum equal to all accrued interest, together with 1/15 of the original principal amount of this mortgage, on or before the 15th day of December in the years 1986, 1987, 1988, 1989, 1990, and 1991;and a sum equal to all accrued interest together with the remaining principal balance of this note, on or before the 15th day of December, 199 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 **Five hundred forty-one thousand and no/100**---------- ($541,000.00----) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

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

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

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

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

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

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

Victor E. Mack
Victor E. Mack

Josephine A. Mack
Josephine A. Mack

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 28th day of May, 19 86, before me personally appeared

Victor E. Mack and Josephine A. Mack

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

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

My commission expires: 12-20-86

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that

executed the same as free act and deed, including the release and waiver of homestead.

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

My commission expires:

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , 19 , before me personally appeared

to me personally known, who, being by me duly sworn, did say that 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]

THE LOMAS AND NETTLETON COMPANY
4516 S. 700 E. #160
SALT LAKE CITY, UTAH 84107
LOAN #02-67-35632

This form is used in connection with mortgages insured under the one-to-four family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS. That RUSSELL S. HOLDING AND BARBARA S. HOLDING, HUSBAND AND WIFE herein designated as Mortgagor, of PINEDALE, County of SUBLETTE, State of WYOMING, to secure the payment of the principal sum of SIXTY SIX THOUSAND FIFTY AND NO/100---------- Dollars ($ 66,050.00-------), with interest at the rate of NINE AND ONE HALF---------- per centum (------9.500------ %) per annum as evidenced by a promissory note of even date herewith to the order of THE LOMAS AND NETTLETON COMPANY, a corporation organized and existing under the laws of THE STATE OF CONNECTICUT, hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of FIVE HUNDRED FIFTY FIVE AND 39/100---------- Dollars ($ 555.39----------), commencing on the first day of JULY, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JUNE, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in SUBLETTE County, State of Wyoming, to wit:

LOTS 8 AND 9, BLOCK 6, JONES ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

212055

RECORDED May 30 1986 11:30 AM
IN BOOK 45 Misc PAGE 633
FEES $ 8.00 Lois J. Gale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenzie

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

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

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

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

INITIAL
EH
BH

Assigned Bk 49 mtg & Pg 252

(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 he will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

default or defaults.

That in case of any default whereby the right [redacted] ure occurs hereunder, the Mortgagee shall at on[redacted] 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 BARBARA S. HOLDING wife of the said RUSSELL S. HOLDING 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) ha ve hereunto set their hand(s) this 23rd day of MAY , 1986

In the presence of—

Russell S Holding
RUSSELL S. HOLDING

Barbara S. Holding
BARBARA S. HOLDING

THE STATE OF ~~WYOMING~~ CALIFORNIA

COUNTY OF Santa Barbara } ss:

On this 23rd day of MAY , 19 86 before me personally appeared RUSSELL S. HOLDING AND BARBARA S. HOLDING to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and seal, this 23rd day of MAY , A.D. 19 86

[SEAL]

My commission expires

OFFICIAL SEAL
KATHRYNN L. SANTY
NOTARY PUBLIC - CALIFORNIA
SANTA BARBARA COUNTY
My Comm. Expires Dec. 15, 1987

Kathryn L Santy
Notary Public.

STATE OF WYOMING

COUNTY OF ss:

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

636 Released BK. 14 Rel. Pg. 499

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gerald R. Payne and Brenda L. Payne, Husband and Wife, herein designated as Mortgagor, of Marbleton, 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 May 23, 1986 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 35 installments of $554.00 each on the first day of each month, beginning on the first day of July 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 June 1, 1989, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 1, 2, 3, 4, Block 28, 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.

212058

RECORDED May 30 1986 2:00 P.M.
IN BOOK 45 Mtg PAGE 636
FEES $8.00 Lou J. Gable 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 the 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.

[redacted] [redacted] [redacted]

(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 consitute 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

638 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 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 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.

10. **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.

11. 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.

12. 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 Brenda L. Payne wife of the said Gerald L. Payne 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 23rd day of May , 19 86.

In the presence of— Gerald K Payne

Brenda L Payne

THE STATE OF WYOMING,
County of Sublette } ss:

On this 23rd day of May , 19 86, before me personally appeared Gerald K. Payne and Brenda L. Payne 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 23rd day of May , A. D. 19 86.

NOTARY PUBLIC (Seal)

My Commission expires January 10, 1987

Notary Public.

[redacted]

STATE OF WYOMING
FH Form 2196 m
(Rev. Sept. 1983)

[redacted]

This form is used in connection with mo[redacted] gages insured under the one-to-four family provisions of the National Housing Act.

(ONE-TIME MIP)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Patrick Andrew McGuire and Nancy B. McGuire, husband and wife herein designated as Mortgagor, of P.O. Box 203, Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of --Sixty One Thousand Four Hundred and No/100 --- Dollars ($ 61,400.00), with interest at the rate of Nine and One Half -- per centum (9.500 %) per annum as evidenced by a promissory note of even date herewith to the order of Teton Mortgage Company, Inc. 140 S. Cache St., Jakcson, Wyoming 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 --Six Hundred Forty One and 15/100 -- Dollars ($ 641.15), commending on the first day of July, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 2001, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

The South 30 Feet of Lot 8, All of Lots 9 and 10, Block 6, Triangle Addition to the Town of Pinedale, Sublette County, Wyoming

212063

RECORDED May 30 1986 2:22 PM
IN BOOK 45 Mtg PAGE 639
FEES $ 8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

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

The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he/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. * [illegible] See below

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

Privilege is reserved to pay the debt, in whole or in part, on any installment due date(over)

Rlsd. Bk 17, Ps 645 2/13/96.

639

(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 or 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, 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 sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. 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 to 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 value of said property, 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 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 Nancy B. McGuire wife of the said Patrick Andrew McGuire upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 30th day of May, 19 86

In the presence of—

Patrick Andrew McGuire

Nancy B. McGuire

THE STATE OF WYOMING } ss:

COUNTY OF SUBLETTE

On this 30th day of May, 19 86, before me personally appeared Patrick Andrew McGuire and Nancy B. McGuire to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 30th day of May, A.D. 19 86

PUBLIC SEAL

My commission expires July 15, 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

By Deputy

Fee: $

U.S. GOVERNMENT PRINTING OFFICE : 1980-682-771

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

642

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 _____

Patrick Andrew McGuire and Nancy R. McGuire

and appears recorded in book 45 of mortgages, beginning on page 639 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

The South 30 Feet of Lot 8, All of Lots 9 and 10, Block 6, Triangle Addition to the Town of Pinedale, Sublette County, Wyoming

212064

RECORDED May 30, 19 86 2:00 PM
IN BOOK 45 Misc PAGE 642
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by 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 30th day of May, 19 86.

Dale Barlage, Board Chairman

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest A. Rodgers Everett
A. Rodgers Everett, President

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 30th day of May 19 86.

Witness My hand and official seal.
My Commission expires: 7-18-88

CLAIRE K. ABRAMS NOTARY PUBLIC
Teton County, State of Wyoming
Commission expires July 18, 1988.

Claire K. Abrams

*Doing business without a corporate seal.

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 120 W. Pearl St., 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 Sixty One Thousand Four Hundred 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 30th day of May, in the year One Thousand Nine Hundred and Eighty Six, made by Patrick Andrew McGuire and Nancy B. McGuire in favor of Teton Mortgage Company, Inc. and conveying the following described property:

The South 30 Feet of Lot 8, All of Lots 9 and 10, Block 6, Triangle Addition to the Town of Pinedale, Sublette County, Wyoming

212065

RECORDED May 30 1986 2:00 PM
IN BOOK 45 Mtg PAGE 643
FEES $4.00 Lou J. 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 XXXX Sublette on the 30th day of May, in the year 19 86, in Book 45 Mtg of Mortgages, at Page 639, 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 30th day of May, 19 86.

FIRST WYOMING BANK, N.A. JACKSON HOLE WYOMING
CORPORATE SEAL

First Wyoming Bank N.A. - Jackson Hole

By: Ona Lee Kelley, Senior Vice President

ATTEST:

THE STATE OF WYOMING)
) ss
COUNTY OF Teton)

On this 30th day of May, 19 86, 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 30th day of May, 19 86.

JENNY CURRAN NOTARY PUBLIC
Teton County State of Wyoming
Commission expires June 27, 1989

Notary Public

My Commission Expires:

REL - 101A (2-78)

ASSIGNMENT OF MORTGAGE

FOR AND IN CONSIDERATION of TEN ——————— Dollars ($ 10.00 ———), JOE A. RETEL, JOSEPH J. RETEL, and STELLA A. RETEL, JOINT TENANTS of 1017 Clark Street, City of Rock Springs, County of Sweetwater, State of Wyoming, does hereby grant, assign and transfer an undivided one-third interest to JOE A. RETEL and an undivided two-thirds interest to SARJ PROPERTIES, a Wyoming Partnership, of 1017 Clark Street, City of Rock Springs, County of Sweetwater, State of Wyoming, in that certain mortgage executed by ROBERT G. WILLIAMS and BARBARA M. WILLIAMS, Husband and Wife, mortgagor, to JOSEPH J. RETEL, STELLA A. RETEL and JOE A. RETEL, JTROS, mortgagee, dated October 15, 1984, and recorded in the office of the County Clerk of Sublette County, State of Wyoming, in Book 42 of Mortgages, at page 656, together with the Note therein described and the money to become due thereon with the interest provided therein.

IN WITNESS WHEREOF, the undersigned have executed this assignment at 1017 Clark Street, Rock Springs, Wyoming 82901 on 15th day of May, 1986.

Joe A Retel
JOE A. RETEL

Joe Retel
JOSEPH J. RETEL

Stella a. Retel
STELLA A. RETEL

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

I hereby certify that the foregoing instrument was acknowledged before me by JOE A. RETEL, this 15th day of May, 1986.

Witness my hand and official seal.

JOHN A. WARNICK ESQ. NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

John A. Warnick
NOTARY PUBLIC

My Commission Expires: 8/30/87

212074

RECORDED June 2 1986 8:00 A M
IN BOOK 045 Misc PAGE 644
FEES $6.00 Laura J. York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

I hereby certify that the foregoing instrument was acknowledged before me by STELLA A. RETEL, this 15th day of May, 1986.

Witness my hand and official seal.

JOHN A. WARNICK NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

NOTARY PUBLIC

My Commission Expires: 8/30/87

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

I hereby certify that the foregoing instrument was acknowledged before me by JOSEPH J. RETEL, this 15th day of May, 1986.

Witness my hand and official seal.

JOHN A. WARNICK NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

NOTARY PUBLIC

My Commission Expires: 8/30/87

EXHIBIT "A"

Undivided Two-Thirds interest in that second mortgage dated October 15, 1984 and recorded in Book 42 of Mortgages, at page 656, in the records of the County Clerk of Sublette County, Wyoming, between Robert G. Williams and Barbara M. Williams, husband and wife, of Sublette County, Wyoming and Joseph J. Retel, Stella A. Retel and Joe A. Retel, as joints tenants with right of survivorship encumbering the following described land situate in Sublette County, Wyoming:

A tract of land located in Lot 4 (NW1/4NW1/4) of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at the northeast corner of said Lot 4, said point being on the centerline of U.S. Highway 187; thence from said point of beginning S. 00°22'46" West along the east boundary of said Lot 4, a distance of 435 feet; thence South 89°48'36" West, a distance of 360 feet; thence North 00°22'46" East along the centerline of Country Club Lane, a distance of 435 feet; thence North 89°48'36" East along the north section line and said centerline of U.S. Highway 187, a distance of 360 feet to the point of beginning; said tract contains 3.59 acres, more of less.

Together with all improvements and appurtenances thereon situate or in anywise appertaining thereunto.

646

Released Bk. 14 Rel. 6/3 636

MORTGAGE DEED

MICHAEL GUILLAUME and CYNTHIA LEE GUILLAUME, husband and wife, mortgagors, of Sublette County, State of Wyoming, to secure the payment of FORTY-ONE THOUSAND DOLLARS ($41,000.00), payable in 283 monthly installments of $350.00 each, the first of said payments due on July 1, 1986, and continuing monthly thereafter until the whole of said sum, with interest at the rate of 9% per annum, has been duly paid, evidenced by a promissory note of even date herewith, do hereby mortgage to ROBERT A. LAYOS and MARY ANN LAYOS, husband and wife, mortgagees, of Sweetwater County, Wyoming, the following described real estate, situated in the County of Sublette, and State of Wyoming, to-wit:

> Lot Two (2) of the South Bench Subdivision, Sublette County, Wyoming, as the same appears of record in the office of the County Clerk of Sublette County, Wyoming:
> TOGETHER WITH all rights-of-way, all water and water rights, all ditch and ditch rights, and appurtenances thereunto appertaining, which are owned by Mortgagors;
> SUBJECT TO easements and rights-of-way of record or in use;
> SUBJECT TO reservations and restrictions of record;
> SUBJECT TO the Restrictive Covenants of record as recorded in the office of the County Clerk of Sublette County, Wyoming, in Book 35 of Miscellaneous, Page 308.

The mortgagors agree to pay the indebtedness hereby secured, to pay all taxes and assessments on said premises during the life of this mortgage, and to keep the premises insured for a sum not less than replacement value of the premises, and in case the mortgagors shall fail to pay such taxes and assessments or to keep the premises insured as aforesaid, the mortgagees may pay said taxes and assessments or may insure said premises, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

This mortgage may not be assumed by any third party without the prior written consent of the mortgagees.

The mortgagors agree to make no structural changes to the existing garage/shop for a period of five (5) years without the written consent of the mortgagees.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in 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 hereunder, together with all costs of sale and foreclosure, including reasonable attorney's fees.

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

212078

RECORDED June 2 1986 11:30 AM
IN BOOK 45 Mtg. PAGE 646
FEES $6.00 Lois J. Yakey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol [redacted]ney, Deputy [redacted] [redacted]

DATED this 30 day of May, 1986.

MICHAEL GUILLAUME

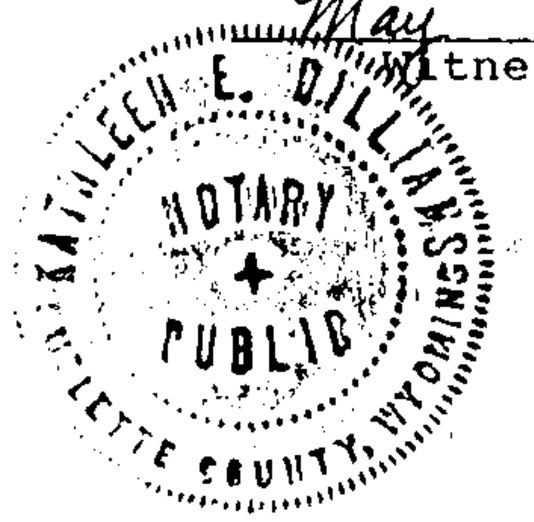
CYNTHIA LEE GUILLAUME

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Michael Guillaume and Cynthia Lee Guillaume this 30 day of May, 1986.

Witness my hand and official seal.

Notary Public



MORTGAGE

648

Released BK. 14 Rel e/g 201

THIS MORTGAGE is made this 15th day of May 19 86, between the Mortgagor, Haskell L. Walker and Patsy L. Walker, Husband and Wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank, N.A.-Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue, Big Piney, Wyoming 83113 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eight Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated _____ (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 15, 1987;

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

Lots 7, 8, 9, 10, 15, 16, 17, 18, 19, and 20, Block 1: and Lots 1, 2, 11, and 12, Block 2,

ALL IN THE TOWNSITE OF DANIEL, SUBLETTE COUNTY, WYOMING

212103

RECORDED June 3 IN 86 9:00 A M
IN BOOK 45 Mtg PAGE 648
FEES $10.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

which has the address of _____ [Street], Daniel [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.

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18

hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Haskell L. Walker — Borrower

Patsy L. Walker — Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 15, 1986 [date] by Haskell L. Walker and Patsy L. Walker [person acknowledging]

My Commission expires: September 1, 1989

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE DEED

652

Assignment 12/15/93
Book 51 Mtg. Page 299
Released Bk 17 Pg. 692

Mortgagor(s) Name(s) and Address(es)	Steven & Bonnie Bennett 147 First North Road Big Piney, Wyoming 83113	Mortgagee Name and Address	Deer Creek Siding Company P.O.Box 1197 Glenrock, Wyoming 82637

To secure payment of a Home Improvement Consumer Credit Sale Agreement of even date from Mortgagor to Mortgagee, with a Total of Payments of $ 14,587.44 the undersigned (all, if more than one) ("Mortgagor") hereby mortgages to Mortgagee the following described real estate together with all improvements thereon situated in Wyoming, County of Sublette

Lot #2, Meadow Canyon Estates

to be paid in 84 months at 173.44 per month

212105

RECORDED June 3 1986 2:00 P.M.
IN BOOK 45 Mtg PAGE 652
FEES $4.00 Sandy York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

As used herein, "Mortgagee" includes both the Mortgagee listed herein and any assignee of Mortgagee if this mortgage deed is assigned.

If the Mortgagor shall fully pay according to its terms the indebtedness hereby secured then this mortgage shall become null and void.

Mortgagor agrees to pay all taxes, liens and assessments that may accrue against the above described property. Mortgagor also agrees to maintain insurance in such form and amount in Mortgagee's favor as may be satisfactory to the Mortgagee and in default thereof Mortgagee may effect said insurance in its own name but is not obligated to do so. The insurance premium paid shall be an additional lien on said property and be secured by the contract. Mortgagor shall repay such sums so paid and all expenses so incurred by the Mortgagee, and in default of making such repayments the whole amount secured if not then due shall, if Mortgagee so elects, become due and payable forthwith as the law allows, anything herein contained to the contrary notwithstanding.

If Mortgagor defaults in complying with the terms of the contract secured hereby or breaches any covenant contained herein, then the unpaid balance shall at once become due and collectible, at the option of the Mortgagee, without notice or demand. On such default this mortgage may be foreclosed by action or advertisement once a week for four weeks as provided by law and this paragraph shall be deemed as authorizing foreclosure by power of sale. Mortgagor will pay all reasonable expenses incurred by Mortgagee in foreclosing on this mortgage, including, if this mortgage is referred to an attorney not a salaried employee of Mortgagee, a reasonable attorney's fee actually incurred.

Mortgagor and Mortgagor's spouse hereby waive any rights of homestead and all other exemptions under Wyoming law.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Steven Bennett

Bonnie Bennett

STATE OF WYOMING
COUNTY OF Sublette } SS:

The foregoing instrument was acknowledged before me by Bonnie Bennett, Steve Bennett this 27 day of May, 1986.

Witness my hand and official seal.

Alice Riggs
Notary Public

My Commission Expires: 12/24/86

Wyoming HIP-HSA Supp. Doc.
Form 050-2280 9/82

ASSIGNMENT OF MORTGAGE DEED

[redacted] [redacted] [redacted]

Know All Men By These Presents, that Carroll Peasley, Owner, Deer Creek Siding Company, party of the first part, in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration to (me-us-it) in hand paid by Finance America, party of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does sell, assign and transfer unto the said party of the second part a certain Mortgage Deed bearing date the 31st day of May, 19 86, and made by Steven and Bonnie Bennett in favor of Deer Creek Siding Company and conveying the following described property:

Lot # 2, Meadow Canyon Estates

212106

RECORDED June 3 1986 8:00 AM
IN BOOK 45 Mtg PAGE 653
FEES $4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

in Sublette County, State of Wyoming and which said Mortgage Deed was recorded in the office of the County Clerk of said County of Sublette on the 3rd day of ~~May~~ June, 19 86, in book 45 Mtg, at page 652, together with the contract and obligation therein described, with the interest.

To have and to hold the same unto the said party of the second part, its executors, administrators, successors or assigns, subject to the provisos in the said Mortgage Deed contained.

In Witness Whereof, (I-we) have hereunto set (my-our) hand(s) this 31 day of ~~May~~ May, 19 86.

~~Steven~~ Bonnie Bennett

~~Steven Bennett~~

Carrol Peasly owner

Deer Creek Siding Company

Acknowledgment By Individual, Corporation With Seal and Partnership

STATE OF WYOMING
COUNTY OF Sublette } SS:

The foregoing instrument was acknowledged before me by Carroll Peasley, Owner, Deer Creek Siding Co.

this 3rd day of May, 19 86.

Witness my hand and official seal.

My Commission Expires: Jan. 5, 1987

Lois J. Yake, Sublette County Clerk

Notary Public

By Dorothy McClure dep.

Acknowledgment By Corporation With No Seal

STATE OF WYOMING
COUNTY OF Sublette } SS:

The foregoing instrument was acknowledged before me by Bonnie Bennett & Steve Bennett.

this 31 day of May, 19 86.

a corporation, has no corporate seal.

Witness my hand and official seal.

My Commission Expires: Dec 1 86

Notary Public

654 Released Bk. 13 Rls. Pg. 519

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G.M. Stewart Corporation of Wyoming herein designated as Mortgagor, of Evanston, County of Uinta, 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 July 2, 1985 herewith to the order of

AMERICAN NATIONAL BANK OF EVANSTON
50 Yellow Creek Road, Evanston, WY 82930

, hereinafter designated Mortgagee, principal and interest payable in 12 installments of $ 3,515.00 each on the 2nd day of each month, beginning on the 2nd day of August , 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 2, 1985 hereby mortgages to said Mortgagee, the following-described real estate, situated in County, State of Wyoming, to wit:

LOT 12, GOPHER RIDGE INDUSTRIAL PARK SUBDIVISION, SUBLETTE COUNTY, WYOMING.

212120

RECORDED June 4 1986 10:00 A M
IN BOOK 45 Mtg PAGE 654
FEES $9.00 Lou J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with 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 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) ha hereunto set hand (s) this 2nd day of July , 19 85

G. M. STEWART CORPORATION OF WYOMING

In the presence of—

Secretary

By: Gary M. Stewart, President

STATE OF WYOMING }
COUNTY OF Uinta } ss.

The foregoing instrument was ackowledged before me this 2nd day of July , 1985.
By Gary M. Stewart, President of G. M. Stewart Corporation.
Witness my hand and official seal.

NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 29, 1986

Notary Public

My Commission Expires:

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:

THE TITLE GUARA[redacted]TY OF WYOMING, INC.
FORM 412 C

[redacted]

This Instrument Filed for Rec[redacted]
.....day of ....., 19..... at ..o'clock ..M.
and Recorded in Book..... of .....
Page .....
NO..... County Clerk

MORTGAGE DEED

MARILYN DAVID, a single woman,

mortgagor....., of Sublette County, State of Wyoming, to secure the payment of Twenty-four Thousand Two Hundred Fifty ($24,250.00) Dollars, due May 1, 2006 with interest thereon at the rate of 10 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable in monthly installments of Two Hundred Thirty-One and 61/100 Dollars ($231.61), commencing May 1, 1986, and continuing on the first day of each and every month thereafter; all payments to include interest at the rate of 10% per annum in accordance with the provisions of that certain promissory note, dated April , 1936, hereby mortgage and warrant to mortgagee, ARNOLD DEAN SAZMA and HAZEL F. SAZMA, husband and wife,

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

See attached Exhibit A.

Mortgagors agree to pay the indebtedness according to the terms of said promissory note, and, during the life of this mortgage, to pay all taxes and assessments on the premises and to keep the improvements thereon insured against fire and other hazards in a sum not less than Twenty-seven thou.dol ($27,000.00) by such insurance as mortgagee may approve, with the proceeds thereof made payable to mortgagee. If mortgagors fail to pay such taxes or assessments or fail to keep the premises insured, mortgagee may pay the same and may insure the premises, and all sums paid by mortgagee for such purposes shall be added to and considered as a part of the indebtedness and shall draw interest at the same rate.

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

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

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

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

WITNESS my hand this 4th day of ~~April~~ June, 19 86.

Marilyn David
MARILYN DAVID

Attest Seal:

212157

RECORDED June 5 1986 11:00 AM
IN BOOK 45 Misc PAGE 657
FEES 6.00 Lou Ann Lee COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorcathy McClure

STATE OF Wyoming
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me by Marilyn David

this 11th day of June, 19 86.

Witness my hand and official seal.

My Commission expires: 10-2-89

Jan Riley
Title of Officer

Jan Riley — Notary Public — County of Sublette — State of Wyoming — My Commission Expires: Oct. 2, 1989

OIL CITY

Rlsd. Bk Recps 719 14,98

657

EXHIBIT A

That certain tract or parcel of land particularly described as follows,to-wit:

Beginning at a point 585 feet south and 130 feet east of the northwest corner of Section 2, Township 33 North, Range lll West of the 6th P.M., Wyoming, and running thence south 320 feet;

Thence east 100 feet;
Thence north 320 feet;
Thence west 100 feet to the point or place of beginning;

TOGETHER WITH all buildings and improvements of every kind and description thereon and appurtenant thereto; AND

The following tract of land lying and being in Lot 4, Section 2, Township 33 North, Range lll West of the 6th P.M., Wyoming, described as follows, to-wit:

Beginning on a point which is 585 feet south of a point which is 208 feet east of the northwest corner of Section 2, Township 33 North, Range 111 West, and running thence south to the southeast corner of the Bernie Payne lot;

Thence south 86°45' east a distance of 50 feet to a point;
Thence north a distance of 320 feet to a point;
Thence west to the point of beginning;

TOGETHER WITH all improvements, water and water rights and everything appurtenant thereto.

[redacted] [redacted] [redacted]

MORTGAGE DEED LN040

THIS INDENTURE, made this 6 day of June, 19 86, between

Rex W. Poulson and Linda E. Poulson, 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 thousand 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:

The South 20 feet of Lots 15,16,17,18, Block 1, Original Towbsite of Pinedale, Wyoming.

PROPERTY AND FIXTURES MORTGAGED: Including all buildings and improvements thereon or that may hereafter be erected thereon; together with all heredlments 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 $ 292.24 each, the first such installment being due on the 1 day of July, 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.

Rex W. Poulson

Rex W. Poulson

Linda E. Poulson

Linda E. Poulson

RECORDED June 9 1986 9:00 AM
In the Records
IN BOOK 45 Mtg PAGE 658
FEES $6.00 Leci J York COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
212203 by Dorothy McClure

658 Released BK. 15 Rel of Mtg 63

659

THE STATE OF WYOMING }
COUNTY OF Sublette } ss.

On this 6th day of June, 19 86, before me personally appeared Rex Paulson and Linda Poulson, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 6th day of June, 19 86.

My commission expires .....

Trudy Remmick
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
June 10, 1989

Trudy Remmick
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.

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.....

[redacted]

MORTGAGE DEED

No.....

.....

.....

.....

TO

Rocky Mountain Federal Savings and Loan Association

THE STATE OF WYOMING }
COUNTY OF } ss.

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

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

By.....
Deputy.

Fees.....

[redacted]

ROCKY MOUNTAIN FEDERAL
SAVINGS AND LOAN ASSOCIATION

[redacted] [redacted]

Crowell Dean
P. O. Box 303
Pinedale, Wyoming 82941

[redacted]

PTL Rel. Bk. 13 Rls. Pg. 537

MORTGAGE

JOHN K. BARNHISEL, aka JOHN K. HUNTER, of Sublette County, Wyoming, mortgagor, to secure the payment of ONE HUNDRED THOUSAND DOLLARS ($100,000.00), due in installments, as evidenced by a promissory note of even date herewith, bearing interest at the rate of ten percent (10%) per annum from the date of this mortgage, and payable as follows:

1. For the first two years, interest only will be paid in four semi-annual installments, the first installment being due February 1, 1987 and the succeeding installments due July 1, 1987, January 1, 1988, and July 1, 1988.

2. Beginning July 1, 1988, the then remaining balance of principal will be amortized over a ten (10) year period, with semi-annual principal and accrued interest payments being made January 1st and July 1st of each year, and with the final payment of principal and interest being due July 1, 1996,

DOES HEREBY MORTGAGE to CROWELL ORCUTT DEAN, of Sublette County, Wyoming, Mortgagee, the following described real estate, situated in Sublette County, Wyoming, to-wit:

Units I, II, III, and IV of the Orcutt Hill Subdivision, as the same appears on the plats and maps thereof on file and of record in the office of the County Clerk, Sublette County, Wyoming, EXCEPTING THEREFROM Unit I, Lots 1,2,3,4,5,7,8,9, 11; Unit II, Lots 3,5,7,8,9,10,11,12,13,14,15; Unit III, Lots 1,2,3,4,5,6,7,8,9,10; Unit IV, Lot 1;

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto; and TOGETHER WITH all water and water rights, ditch and ditch rights, reservoir and reservoir rights situate thereon or appurtenant thereto; BUT SUBJECT, HOWEVER, TO the provisions of United States patents, and SUBJECT FURTHER TO all easements and rights of way of record or in actual use; and SUBJECT FURTHER TO that certain declaration of restrictive covenants for Orcutt Hill Subdivision, dated November 18, 1971, and filed for record January 7, 1972, in Book 28, Page 30 of Miscellaneous Records, in the office of County Clerk, Sublette County, Wyoming.

Mortgagee agrees to accept assignments on any and all first mortgages payable to Mortgagor for sale property covered by this mortgage at face value as payment for both principal and interest then due or next accruing under Mortgagor's promissory note, and to release any lot in Units I, II, III, and IV upon receiving payment according to the following schedule:

1. Unit II, Lot 2 for $20,000.00, plus interest accrued on $20,000.00 at the time of payment and release;

2. Any lot in Unit III for $9,000.00 per lot, plus interest accrued on that amount at the time of payment and release of any lot;

3. Any remaining lot in Units I, II, and IV, for $7,000.00, plus interest accrued on that amount at the time of payment and release of any lot.

Released Book 15, Pg 570.
PTL Rel BK 15, Pg 567, 568, 569,
PTL Rel BK 15 Rel @ Pg 414
PTL Rel BK 14 Rel @ Pg 595
PTL Rlse. Bk 14 @ Pg 596
PTL Rlse BK 14 @ Pg 425, 426
Partial Rlse Bk 13 Pg 305 Lot 11
Partial RLSE - B B. P. 279 (Rel #10)

212219

RECORDED June 9 1986 3:00 P M
IN BOOK 45 Mtg PAGE 660
FEES $6.00 Laura J. Hake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Dorothy McClure

432
431

660 Partial Release BK 47 Mts Pg. 213 and 14 @ Pg. 271, 272

Mortgagee agrees to reply in writing within twenty (20) days of receipt of certified notice of assignment, acknowledging acceptance of any first mortgage assigned to her by Mortgagor as payment at face value on Mortgagor's note, or such amount will be deducted from the principal and interest then due or next accruing under said note and the assignment and acceptance thereof will be deemed effective. Mortgagor agrees to make any such assignment payable to Rock Springs National Bank, Escrow Agent for Mortgagee, at Rock Springs, Wyoming.

The Mortgagor agrees to pay all taxes and assessments on said property during the life of this mortgage, pro-rated to the date of execution of this mortgage; and in case he does not, the Mortgagee may pay said taxes and all assessments so paid shall be added to and considered 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.

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

DATED this 9th day of June, 1986.

John K. Barnhisel
John K Hunter
JOHN K. BARNHISEL, aka JOHN K. HUNTER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by John K. Barnhisel, aka John K. Hunter this 9th day of June, 1986.

Witness my hand and official seal.

My Commission expires January 5, 1988

J. Elaine Hunt
Notary Public

STATE OF [redacted]
FHA Form 2196 m
(Rev. Sept. 1983)

This form is use[redacted] 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 Paul D. Westberry and Jory S. Westberry, husband and wife herein designated as Mortgagor, of 426 M Street, Rock Springs, County of Sweetwater, State of Wyoming, to secure the payment of the principal sum of --Fifty Two Thousand Eight Hundred and No/100-- Dollars ($ 52,800.00), with interest at the rate of --Nine and One Half-- per centum (9.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

Teton Mortgage Company, Inc.
140 S. Cache St., Jackson, Wyoming 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 --Four Hundred Forty Three and 97/100-- Dollars ($ 443.97), commending on the first day of August, 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 July, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 8, Block 2, Amended Redstone Second Addition to the Town of Pinedale, Sublette County, Wyoming

212221

RECORDED June 9 1986 4:45 PM
IN BOOK H5 Mtg. PAGE 662
FEES $8.00 Lois J. Yates COUNTY CLERK
SUBLETTE 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.

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. * [illegible] See below

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)

rivilege is reserved to pay the debt, in whole or in part, on any installment due date

Rlsd. bk. 31 pg. 304 7/28/11
ass. bk. 145 pg. 118 2/20/07

(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 or 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, 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 sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. 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. 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 singular, and the use of any gender shall include all genders.

[redacted] [redacted] [redacted]

And the said Jory S. Westberry wife of the said Paul D. Westberry 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 9th day of June , 19 86

In the presence of—

Kathleen E. Williams

Kathleen E. Williams

Paul D. Westberry

Paul D. Westberry

Jory S. Westberry

Jory S. Westberry

THE STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

On this 9th day of June , 19 86 , before me personally appeared Paul D. Westberry and Jory S. Westberry to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 9th day of June , A.D. 1986

NOTARY SEAL
My commission expires Sept. 20, 1986
PUBLIC
SUBLETTE COUNTY

Kathleen E. Williams
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

By Deputy

Fee: $

U.S. GOVERNMENT PRINTING OFFICE : 1980 642 329

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

665

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 Paul D. Westberry and Jory S. Westberry and appears recorded in book 45 of mortgages, beginning on page 6602 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 8, Block 2, Amended Redstone Second Addition to the Town of Pinedale, Sublette County, Wyoming

212222

RECORDED June 9 1986 4:45PM
IN BOOK 45 Mtg. PAGE 665
FEES $4.00 Lois G. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheney, Deputy

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 9th day of June, 19 86.

Dale Barlage, Board Chairman

By Stephen M. Walsh, Vice President

Attest A. Rodgers Everett, President

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 9th day of June 1986.

Witness My hand and official seal.
My Commission expires: 2-18-88

Claire K. Adams

*Doing business without a corporate seal.

[redacted] [redacted] [redacted]

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 120 W. Pearl St., 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 Two Thousand Eight Hundred 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 9th day of June, in the year One Thousand Nine Hundred and Eighty Six, made by Paul D. Westberry and Jory S. Westberry in favor of Teton Mortgage Company, Inc. and conveying the following described property:

Lot 8, Block 2, Amended Redstone Second Addition to the Town of Pinedale, Sublette County, Wyoming

212223

RECORDED June 9 1986 4:45 PM
IN BOOK 45 Mtg. PAGE 666
FEES $ 4.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, Deputy

and which said Mortgage was recorded in the office of the County Clerk and Ex-officio Register of Deeds in Said County of ~~XXXXX~~ Sublette on the ~~X~~ 9th day of ~~X~~ June, in the year 19 86, in Book ~~X~~ 45 of Mortgages, at Page ~~X~~ 662, 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 ~~Asst. XXXXXX~~ Vice President, and sealed with its corporate seal, attested by its Executive Secretary, this 9th day of June, 19 ~~86~~.

ATTEST:

First Wyoming Bank N.A. - Jackson Hole

By: Craig J. Miller
~~Ona Lee Kelley, Senior Vice President~~
Craig J. Miller, Assistant Vice President

THE STATE OF WYOMING)
) ss
COUNTY OF Teton)

On this 9th day of June, 19 86, before me appeared ~~Ona Lee Kelley~~ Craig J. Miller, to me personally known, who, being by me duly sworn, did say that he is the ~~Senior Vice~~ Asst. 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 9th day of ~~June~~, 19 86.

Marcia E. Jurekovic
Notary Public

Marcia E. Jurekovic NOTARY PUBLIC
Teton County
Commission expires June 23, 1988

My Commission Expires: 6-23-88

REL-101A (2-78)

666

667 Released BK. 14 Rel. of, 516

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RALPH ALLEN STEELE and IRENE J. STEELE, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Thirty-Nine Thousand Four Hundred Sixty-Four and 90/100($39,464.90) Dollars, due 1/1/97 with interest from 1/1/86 at the rate of ten (10%) per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, Interest of $3,946.49 shall accrue to 1/1/87 and be added to principal, the resulting principal of $43,411.39 shall be paid in ten (10) equal annual payments of $7,065.29 each; said payments including interest at the rate of 10% per annum. First annual payment to be due on 1/1/88 and annually thereafter until paid in full; do hereby mortgage to

ROBERT A. STOLL and MARGARET L. STOLL, husband and wife,

mortgagee, whose address is 3247 Darbyshire Drive
Dallas, Texas 75229

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

The South one-half (S½) of Lot Four (4), and all of Lot Five (5), Block Twenty-Five (25), Cooley Fifth Addition to the Town of Pinedale, Wyoming, as the same appear on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming;
TOGETHER WITH all the buildings and improvements situate thereon or appurtenant thereto;
BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, or of record and to all restrictions and restrictive covenants of record and SUBJECT FURTHER TO all easements and rights-of-way of record or in use; prior mineral reservations of record.
AND FURTHER SUBJECT TO the life estate as recorded in the office of the Sublette County Clerk on May 21, 1979 in Book 20 of Deeds, page 691.

212231

RECORDED June 10 '86 1:20 PM
IN BOOK 45 Mortgages PAGE 667
FEES $6.00 Lois J. Lake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The mortgagor S agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than 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 May A. D. 1986.

In the presence of

Ralph Allen Steele
RALPH ALLEN STEELE

Irene J. Steele
IRENE J. STEELE

(over)

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by RALPH ALLEN STEELE and IRENE J. STEELE,

this 30th day of May, 19 86.

Witness my hand and official seal.

Diane E. Neal
County of
Sublette
My Commission expires:
Notary Public
State of
Wyoming
June 17, 1986

My Commission Expires: 6/17/86

Diane E. Neal
Signature
Notary Public
Title of Officer

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk

No. Fees, $

003-2008767

669

Released Rec'd 15 Oct 86.

This form is used in connection with mortgages insured under the one-to-four family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS. That JOHN A. SULENTA AND SUSAN F. SULENTA, husband and wife, herein designated as Mortgagor, of 494 S. Madison Ave., Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of SEVENTY ONE THOUSAND FOUR HUNDRED FOURTEEN AND NO/100ths---------- Dollars ($71,414.00), with interest at the rate of NINE AND ONE HALF per centum (9.5%) per annum as evidenced by a promissory note of even date herewith to the order of

UNITED SAVINGS BANK OF WYOMING, FSB
2121 Capitol Ave., Cheyenne, WY 82001

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 SIX HUNDRED AND 49/100ths---------- Dollars ($ 600.49), commencing on the first day of August, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 16, Block 6, Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming.

212340

RECORDED June 12 1986 9:30 AM
IN BOOK 45 Mtgs. PAGE 669
FEES $10.00 Lois J. Yates COUNTY CLERK
SUBLETTE 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.

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 ~~amounts 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~~ part, on any installment due date. 143 SES

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

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

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

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

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

[redacted] [redacted] [redacted]

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed 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 he will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

5. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

6. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within 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.

11. That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 7 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to

foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

12. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues, and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

14. See Rider which is attached hereto by this reference is incorporated herewith.

And the said SUSAN F. SULENTA wife of the said JOHN A. SULENTA upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) this 30th day of May , 1986

In the presence of—

JOHN A. SULENTA

SUSAN F. SULENTA

494 S. Madison Ave.

Pinedale, WY 82941

THE STATE OF WYOMING
COUNTY OF SWEETWATER } ss:

On this 30th day of May , 1986 , before me personally appeared JOHN A. SULENTA & SUSAN F. SULENTA, 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 rights and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 30th day of May , A.D. 1986

My commission expires 2-18-87

Notary Public.

STATE OF WYOMING
COUNTY OF } ss:

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

[redacted] [redacted] [redacted]

MORTGAGE RIDER

This Rider, dated the 30th day of May, 1986, amends the Mortgage of even date by and between JOHN A. SULENTA & SUSAN F. SULENTA husband and wife, , the MORTGAGORS, and N/A , the N/A , and UNITED SAVINGS BANK OF WYOMING, FSB , the MORTGAGEE as follows:

1. Subsection (a) of Paragraph 2 is deleted.

2. Subsection (c) (1) of Paragraph 2 is deleted.

3. In the third sentence of Paragraph 3 the words "all payments made under the provisions of (a) of Paragraph 2 hereof which the MORTGAGEE has not become obligated to pay the Secretary of Housing and Urban Development and" are deleted.

4. The fourth sentence of Paragraph 3 is amended by insertion of a period after "•••• then remaining unpaid under said NOTE" and deletion of the remainder of the sentence.

5. Paragraph 10 is amended by the addition of the following:

"This option may not be exercied when the ineligibility for insurance under the National Housing Act is due to the MORTGAGEE's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

IN WITNESS WHEREOF, JOHN A. SULENTA & SUSAN F. SULENTA, husband and wife, has set his hand and seal the day and year first aforesaid.

John A. Sulenta (SEAL)
JOHN A. SULENTA

Susan F. Sulenta (SEAL)
SUSAN F. SULENTA

Signed, sealed and delivered
in the presence of:

Trudy Johnson

672

673

MORTGAGE

THIS MORTGAGE is made this 30th day of May, 19 86 between the Mortgagor, Charles D. Mahoney and JoAnn Mahoney, Husband and Wife (herein "Borrower"), and the Mortgagee, First Wyoming Bank N.A.-Big Piney, a corporation organized and existing under the laws of Wyoming whose address is 440 Budd Avenue, Big Piney, Wyoming (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 30, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 30, 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:

S½ of Lot 15, 16, 17, 18, 19, 20, 21 and 22, and
Lots 23 and 24, Block 26, Marbleton Townsite, Sublette County, Wyoming, as the same appear on the plat and map thereof on file and of record in the office of the Sublette County, Clerk,

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

BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents, AND SUBJECT FURTHER TO all outstanding mineral interests.

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.

212356

RECORDED June 13TH 19 86 at 8:00 A M
IN BOOK 43 Mtg PAGE 673
FEES $ 10.00 Lou J. Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McDonald

which has the address of _____ [Street], Marbleton [City],
Wyoming 83113 [State and Zip Code] (herein "Property Address");

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18

hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Charles D. Mahoney
—Borrower

JoAnn Mahoney
—Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this May 30, 1986 by
[date]

Charles D. Mahoney and JoAnn Mahoney
[person acknowledging]

My commission expires: November 1, 1989

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

677

Loan #6535-Sublette

Farm Loan Mortgage

STATE OF WYOMING

Wyoming Farm Loan Board

THIS MORTGAGE made this 13th day of JUNE, 19 86, between

BUDD RANCHES, INC., 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:

See attached legal description

RECORDED June 13 1986 4:00 P.M.
IN BOOK 45 Misc. PAGE 677
FEES 2.00 Lois J. Gabe COUNTY CLERK
SUBLETTE COUNTY CLERK
by Dorothy McClure

212386

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 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] [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 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.

(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.

BUDD RANCHES, INC.

Gary Espenscheid

BY: Gary Espenscheid, President and individually

(Corporate Seal)

Nancy Espenscheid

ATTEST: Nancy Espenscheid, Secretary/Treasurer and his wife

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Gary Espenscheid, Nancy Espenscheid

this 13th day of JUNE, 19 86.

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

Section 4: S½SW¼;
Section 6: Lots 1, 2, 5, 6 and 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼;
Section 7: Lots 1 and 2, E½NW¼, NE¼;
Section 8: S½NW¼, E½SW¼, SE¼;
Section 9: All of Section;
Section 15: NW¼;
Section 16: N½NE¼, SE¼NE¼, NE¼NW¼;
Section 17: E½, E½W½;

TOWNSHIP 31 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 18: SW¼SW¼SE¼NW¼, NW¼SW¼NW¼SE¼; S½SW¼NW¼SE¼, S½SW¼SE¼SE¼, SW¼SE¼, E½SW¼, S½S½ Lot 2, Lots 3 and 4;
Section 19: NE¼, E½NW¼;

TOWNSHIP 31 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 11: SE¼SE¼;
Section 13: S½SW¼NW¼NE¼, SW¼SE¼NW¼NE¼, S½NE¼, NW¼, SE¼, NE¼SW¼;
Section 14: NE¼NE¼.

681

Released Book 15 Rel page 505

MORTGAGE

DOUGLAS PHILLIP DRAPER and LILA MARIE DRAPER, husband and wife, of Sublette County, Wyoming, mortgagors, to secure the payment of FORTY SIX THOUSAND DOLLARS ($46,000.00), due in installments as evidenced by a certain promissory note of even date herewith, bearing interest at the rate of Nine Percent (9%) per annum from the date of this mortgage and payable in monthly installments of $413.88 each, payable on the 15th day of each and every calendar month, beginning July 15, 1986, and continuing until the unpaid balance is paid,

DO HEREBY MORTGAGE to DEAN R. RICH and PATSY R. RICH, husband and wife, of Sublette County, Wyoming, Mortgagee, the following described real estate situated in Sublette County, Wyoming, to-wit:

That part of the N½NW¼ of Section 29, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Begin at the Northwest Corner of said Section 29 and proceed therefrom S.44°36'E., a distance of 1029.5 feet to a point;
Thence proceed S.39°49'E., a distance of 325 feet to the initial point hereof;
Thence S.39°49'E., a distance of 325.0 feet to a point;
Thence N.50°11'E., a distance of 700.0 feet to a point;
Thence N.39°49'W., a distance of 325.0 feet to a point;
Thence S.50°11'W., a distance of 700.0 feet to a point.

TOGETHER WITH all buildings, fences and improvements situate thereon or appurtenant thereto; and

SUBJECT TO the provisions of United States patents; and

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

SUBJECT TO all mineral reservations of record.

The Mortgagors agree to pay all taxes and assessments on said property and to keep the buildings thereon insured for not less than replacement value during the life of this mortgage, with taxes pro-rated to the date of execution of this mortgage; and in case they do not, the Mortgagees may insure said building or buildings and pay said taxes and all amounts so paid shall be added to and considered 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 Mortgagees may proceed, pursuant to law, to foreclose on said property, and in case of foreclosure, the Mortgagors hereby agree to pay all costs of the same, including a reasonable attorney's fee.

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

There shall be no penalty for prepayment of the note secured by this Mortgage.

212406

RECORDED June 16, 1986 2:00 PM
IN BOOK 45 Mtg PAGE 681
FEES $6.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

Dated this 16 day of June, 1986.

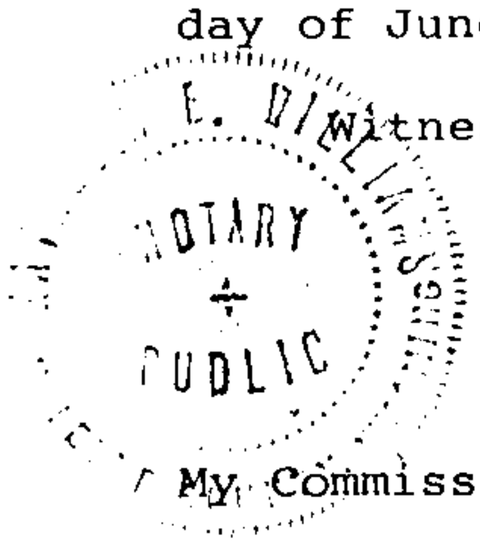
Douglas Phillip Draper
DOUGLAS PHILLIP DRAPER

Lila Marie Draper
LILA MARIE DRAPER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Douglas Phillip Draper and Lila Marie Draper this 16 day of June, 1986.

Witness my hand and official seal.



Kathleen E. Killeaine
Notary Public

My Commission Expires:

Sept. 20, 1986

683

Released
Book 15, Page 623.

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 5, 19 86. The mortgagor is John R. Mortenson and Jarlath M. Mortenson, 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, Wyo. 82901 ("Lender"). Borrower owes Lender the principal sum of Ninety Two Thousand and no/100's Dollars (U.S. $ 92,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 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:

Lot 5, Valley Hills Subdivision, Sublette County, Wyoming

212408

RECORDED June 16 1986 3:45PM
IN BOOK 45 mtg. PAGE 683
FEES $10.00 Lois J. Yates COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

which has the address of 16 Andrew 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.

[redacted] [redacted] [redacted]

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ 2–4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

John R. Mortenson .....(Seal)
—Borrower
John R. Mortenson

Jarlath M. Mortenson .....(Seal)
—Borrower
Jarlath M. Mortenson

[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 John R. Mortenson and Jarlath M. Mortenson, 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 5 day of June, 19 86.

My Commission Expires 8/8/87

NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

Donna M. Ngai (SEAL)
Notary Public

This instrument was prepared by .....

44771

Released BK. 14 Rel. on Pg. 347

687

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 William W. Cramer, a single man

herein designated as Mortgagor, of P.O. Box 975 Bondurant, County of Sublette, State of Wyoming 82922, to secure the payment of the principal sum of --Thirty Two Thousand and No/100-- Dollars ($ 32,000.00), with interest at the rate of --Ten-- per centum (10.000 %) per annum as evidenced by a promissory note of even date herewith to the order of

Teton Mortgage Company, Inc.
140 S. Cache St., Jakcson, Wyoming 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 Forty Three and 87/100-- Dollars ($ 343.87), commending on the first day of August, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 2001, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

SW¼NW¼NE¼ Section 16, Township 36 North, Range 114 West, 6th P.M.,
Sublette County, Wyoming

212410

RECORDED June 17, 1986 11:00 A M
IN BOOK 45 Mtg PAGE 687
FEES $8.00 Lois J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McGuire

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

The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants and agrees that he/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. * [illegible]. See below

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

Privilege is reserved to pay the debt, in whole or in part, on any installment due date (over)

[redacted] [redacted] [redacted]

(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, 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 sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. 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. 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 Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) has hereunto set his hand(s) this 11th day of June, 19 86

In the presence of—

William W. Cramer

William W. Cramer

THE STATE OF WYOMING } ss:

COUNTY OF TETON

On this 11th day of June, 1986, before me personally appeared William W. Cramer to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 11th day of June, A.D. 1986

STEPHEN M. WALSH - Notary Public
County of Teton
State of Wyoming

My commission expires April 3, 1988

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

By Deputy

Fee: $

U.S. GOVERNMENT PRINTING OFFICE : 1980 682-371

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

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

William W. Cramer

and appears recorded in book* 45 of mortgages, beginning on page* 687 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

SW¼NW¼NE¼ Section 16, Township 36 North, Range 114 West, 6th P.M., Sublette County, Wyoming

212411

RECORDED June 17 1986 11:00 AM
IN BOOK 45 Mtg PAGE 690
FEES $4.00 Lana J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McKenne

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 11th day of June, 1986.

By Stephen M. Walsh
Stephen M. Walsh, Vice President

Attest A. Rodgers Everett
A. Rodgers Everett, President

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 11th day of June 1986.

Witness My hand and official seal.
My Commission expires: 7-18-88

Claire K. Abrams

Teton County
Commission expires July 18, 1988.

*Doing business without a corporate seal.

680

CORRECTIVE MORTGAGE 691

Portial Release
B.13, P. 452
11-4-86

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Bar Flying V Ranch Company, A Wyoming Corporation

a corporation, herein designated as Mortgagor, of Big Piney, County of Sublette, State of Wyoming, to secure the payment of the principal sum of One hundred twenty five thousand and no/100- - - Dollars ($125,000.00 with interest as evidenced by a promissory note dated December 31, 1985 herewith to the order of

First Wyoming BAnk, N.A.-Big Piney
440 Budd Avenue
Big Piney, Wyoming 83113

principal and interest payable as follows: Principal plus interest payable in full on or before December 31, 1986.

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

Refer to Exhibit A attached hereto and incorporated herein by this reference.

Morgagor expressly covenants that its obligation to the Mortagee shall not be assumed by any other party and that Mortgagors shall remain the sole obligor until said obligation is paid in full

This corrective mortgage is being recorded solely to correct the date in that certain mortgage recorded February 10, 1985 in Book 45 of mortgages, page 130.

212430

RECORDED June 18 1986 11:20 A M
IN BOOK 45 Mtg PAGE 691
FEES $3.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McLaurie

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:

REL-062(2-84)

[redacted] [redacted] [redacted]

1. That it will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on any interest paying date prior to maturity.

2. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same, and all sums so paid shall be added to and considered a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

3. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

4. That it will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss it will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 3 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

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

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

Calling of a meeting of creditors; application for, or appointment of, a receiver of any of them or their property; filing of a voluntary or involuntary petition under any of the provisions of the Bankruptcy Act or amendments thereto; issuance of a warrant or attachment; entry of a judgment; failure to pay, collect or remit any tax or tax deficiency, Federal, State or local, when assessed or due; death dissolution; making, or sending notice of an intended bulk sale; mortgage or pledge of any property; suspension or liquidation of their usual business; failure, after demand, to furnish financial information or to permit inspection of any books or records; default in payment or performance of this note or any other obligation to, or acquired in any manner by payee, or if the condition or affairs of any of them shall change as in the opinion of the Mortgagee or other legal holder thereof, shall increase its credit risk—this note and all other obligations, direct or contingent, of any maker or endorser hereof to payee shall become due and payable immediately without notice or demand.

That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall be come immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 5 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

8. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of forclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to the Mortagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the suffiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

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

10. No failure by the Mortgagee or any legal holder hereof to enforce any right set forth herein nor the granting of any extension of time nor taking of additional security, nor partial release of security or the making of future advances, shall act to constitute a waiver of the right to enforce any and all remedies provided herein nor shall it act to discharge or release the collateral.

11. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, this 31st day of December, A. D. 1985.

(SEAL)

Attest: Tharon L. Greenwood Secretary.

Bar Flying V Ranch Company, A Wyoming Corporation

By James A. Greenwood
James A. Greenwood-President

THE STATE OF WYOMING,
County of Sublette } ss.

On this 31st day of December, 1985, before me personally appeared James A. Greenwood to me personally known, who, being by me duly sworn, did say that he is the President of Bar Flying V Ranch Company, A Wyoming 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 Tharon L. Greenwood acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 31st day of December, A. D. 1985.

Notary Public.

My Commission expires on the 1st day of September, A. D. 1989.

EXHIBIT A

TOWNSHIP 31 NORTH, RANGE 111 WEST OF THE 6th P.M.; SUBLETTE COUNTY, WY

Section 23 : E½SE¼;
Section 26 : N½NE¼, SW¼NE¼, NW¼, W½SW¼;
Section 27 : All of Section;
Section 34 : NE¼, E½NW¼, N¼SE¼, NE¼SW¼;
Section 35 : W½NW¼, NW¼SW¼;
EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF MUDDY CREEK:

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

Section 3 : Lots 3 and 4, NW¼SW¼, SW¼NW¼;
Section 4 : Lots 1 and 2, S½NE¼;
Section 11: S½NW¼, N½SW¼;

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M.; SUBLETTE COUNTY, WY

Section 17 : E½;
Section 20 : N½NE¼, SE¼NE¼, E½SE¼;
Section 21 : All of Section:
Section 22 : W½;
Section 27 : W½;
Section 28 : All of Section;
Section 29 : E½E½;
Section 33 : N½, SE¼;
Section 34 : W½;
EXCEPTING ANY AND ALL RIGHT, TITLE AND INTEREST OF THE STATE OF WYOMING WITHIN THE BOUNDARIES OF SOUTH HORSE CREEK:

(X) James A. Greenwood

(X) Ellen L. Greenwood

695

MORTGAGE DEED—FORM NO. 4-A—SPECIAL

Lilliard Book 15, Page 430

THE MILLS COMPANY, SHERIDAN 157868

M O R T G A G E

THIS MORTGAGE, made this 30th day of May, 19 86, between

FELIX VINCENT MARCHESE and BRENDA MARCHESE, husband and wife

of Star Route Box 62, Jackson, Teton County, Wyoming, hereinafter referred to as the "Mortgagor," and

THE JACKSON STATE BANK, a Wyoming Banking Corporation

of Box 1788, Jackson, Teton County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100----------

($ 6,750.00) 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:

West 369.06 feet of the E½NE¼NW¼ of Section 24, T38N, R114W, 6th P.M., Sublette County, Wyoming, lying and being situate Northerly of the center line of State Highways 187 and 189.

212441

RECORDED June 19 1986 8:00 A.M.
IN BOOK 45 Mtg PAGE 685
FEES $8.00 Lucy Yale COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

[redacted] [redacted] [redacted]

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

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

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

This Mortgage is not assumable by any other party or parties unless agreed to, in writing, by the Mortgagee. If the Mortgagor shall lease, sell, contract to sell or transfer in any fashion all or part of the real property described in this mortgage without the prior written consent of the Mortgagee, all obligations under this mortgage shall be immediately due and payable at the election of the Mortgagee if permitted by Wyoming law as then in effect. The Mortgagee, in its sole discretion, may permit any transferee to assume the obligations of this mortgage upon such conditions as the Mortgagee may determine and which are permitted by law. The Mortgagor shall promptly notify the Mortgagee of any proposed transfer.

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100----------

($ 6,750.00) Dollars, together with interest thereon at the rate of TWELVE AND ONE HALF per cent (12½ %) per annum from June 4, 19 86, until paid, according to the conditions of a promissory note, dated May 30, 19 86, the ultimate maturity date of which is May 30, 19 91, which promissory note was executed and delivered by

FELIX VINCENT MARCHESE and BRENDA MARCHESE

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 FULLY INSURABLE VALUE

($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

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

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

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

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

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

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

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

Felix V. Marchese

Felix Vincent Marchese

Brenda Marchese

Brenda Marchese

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Teton } ss.

On this 30th day of May, 19 86, before me personally appeared

Felix Vincent Marchese and Brenda Marchese

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:

Annette M. Yenko Notary Public
County of Teton State of Wyoming
My Commission Expires May 14, 1990

Annette M. Yenko

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

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

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

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

My commission expires: _____.

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

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

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

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

My commission expires: _____

STATE OF [redacted]NG
FHA Form 2196 m
(Rev. Sept. 1983)

[redacted]

This form is [redacted] 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 Nicholette Ann Roe, a single person a/k/a Nicholette A. Roe, a single person herein designated as Mortgagor, of 1113 Michelbook, McMinnville, County of Yamhill, State of Oregon, to secure the payment of the principal sum of --Forty Three Thousand Two Hundred and NO/100 -- Dollars ($ 43,200.00), with interest at the rate of --Nine and One Half -- per centum (9.500 %) per annum as evidenced by a promissory note of even date herewith to the order of

Teton Mortgage Company, Inc.
140 S. Cache St., Jakeson, Wyoming 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 Sixty Three and 25/100 -- Dollars ($ 363.25), commending on the first day of August, 1986, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 2016, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 6, Block 7, Hennick's Second Addition to the Town of Pinedale,
Sublette County, Wyoming

212463

RECORDED June 19 19 86 3:30 P M
IN BOOK 45 Mtg PAGE 698
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 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. * [illegible] See below

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)

Privilege is reserved to pay the debt, in whole or in part, on any installment due date

Rlsd. Bk 2C Rel. Pg. 111 9/3/99

(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 or 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, 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 sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable. 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. 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 singular, and the use of any gender shall include all genders.

[redacted] [redacted] [redacted]

And the said wife of the said upon the consideration aforesaid, does hereby release and forever quitclaim unto the Mortgage all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) has hereunto set her hand(s) this 16th day of June, 1986

In the presence of—

Kathleen Johnson

* Nicholette A. Roe

Nicholette Ann Roe a/k/a Nicholette A. Roe

THE STATE OF ~~XXXXXXXX~~ Oregon } ss:

COUNTY OF Yamhill

On this 16th day of June, 19 86, before me personally appeared Nicholette Ann Roe a/k/a Nicholette A. Roe to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her rights and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 16th day of June, A.D. 1986

NOTARY PUBLIC

Cathy J Klein

Notary Public.

My commission expires:

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

Fee: $

U.S. GOVERNMENT PRINTING OFFICE : 1980-682-321

USGPO: 1980-671-101/199

GPO: 1983--676-013/012

701

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

Nicholette Ann Roe a/k/a Nicholette A. Roe

and appears recorded in book 45 of mortgages, beginning on page 698 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 6, Block 7, Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming

212464

RECORDED June 19 1986 3:30 P M
IN BOOK 45 Misc PAGE 701
FEES $4.00 Lois J Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

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 17th day of June, 1986.

By Stephen M. Walsh, Vice President

Attest A. Rodgers Everett, President

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 17th day of June 1986

Witness My hand and official seal.

Claire F. Abrams

My Commission expires: 7-18-88

*Doing business without a corporate seal.