ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Rock Springs, a corporation organized and existing under Sweetwater County, Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by David L. Herbold & Dawn I. Herbold Husband and Wife

and appears recorded in book 47 of mortgages, beginning on page 730 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOTS 9, 10, 11 AND 12, BLOCK 14, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

217185

RECORDED June 29 1987 2:22 PM
IN BOOK 48 Mtg PAGE 1
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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 25 day of June, 19 87.

By _____
John Allan, Vice-President

Attest: _____
Title Vice-President

STATE OF WYOMING }
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by John Allan

this 25 day of June, 19 87

Witness my hand and official seal.

My Commission expires: August 8, 1987

Notary Public

Title of Officer

WCDA Form Number 203
3/83

2 Released BK-16 Rel pg 453

State of Wyoming

Mortgage

FHA Case No.
591-0461120-703

Know All Men by These Presents, That Mark S. Hinschberger and Gayle L. Hinschberger, husband and wife herein designated as Mortgagor, of P.O. Box 122 Marbleton, County of Sublette, State of Wyoming 83113, to secure the payment of the principal sum of --Sixty Nine Thousand One Hundred Fifty and No/100 Dollars ($ 69,150.00), 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 Six and 84/100 -- Dollars ($ 606.84), commencing on the first day of August 19 87, 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 2017, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 5, 6, 7 and 8, Block 5, Marbleton Townsite, Sublette County, Wyoming

217152

RECORDED June 30 1987 1:15 PM
IN BOOK 48 mtg PAGE 2
FEES $ 12.00 Mary L. LeaFord COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: marie Riley

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee 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.

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 Gayle L. Hinschberger wife of the said Mark S. Hinschberger 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 24th day of June, 19 87

In the presence of—

Jan Riley

Mark S. Hinschberger

Mark S. Hinschberger

Gayle L. Hinschberger

Gayle L. Hinschberger

The State of Wyoming

ss:

County of Sublette

On this 24th day of June , 19 87 , before me personally appeared Mark S. Hinschberger and Gayle Hinschberger 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 24th day of June , A.D. 19 87

[SEAL]

My commission expires 10-2-89

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

Joe Riley
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

FHA DUE ON TRANSFER RIDER

This rider is made this 24th day of June, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed 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 Mortgage, Deed of Trust, or Security Deed and located at 414 County Road Marbleton, Wy 83113 (property address)

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Borrower accepts and agrees to the terms contained in this rider.

Mark S. Hinschberger (Borrower)
Mark S. Hinschberger

Gayle L. Hinschberger (Borrower)
Gayle L. Hinschberger

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 Mark S. Hinschberger and Gayle L. Hinschberger and appears recorded in book 48 of mortgages, beginning on page 2 in the office of the County Clerk of ~~TXXXX~~ Sublette County, Wyoming, and which covers property described as follows:

Lots 5, 6, 7 and 8, Block 5, Marbleton Townsite, Sublette County, Wyoming

217153

RECORDED June 30 1987 1:15 PM
IN BOOK 48 mty PAGE 7
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

together with the note or notes thereby, to the Fleet Mortgage Corporation its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated the 24th day of June, 1987.

*Doing business without a corporate seal.

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 24th day of June 1987.

Witness My hand and official seal.
My Commission expires: 7-18-88

Teton County, State of Wyoming
Commission expires July 18, 1988.
Claire K. Abrams

Position 5

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

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by KENNETH D. STANDAGE AND PEGGY A. STANDAGE, husband and wife,

residing in SUBLETTE County, Wyoming, whose post office address is P.O. BOX 955 PINEDALE, Wyoming 82941, herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601 and

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
07/01/87	$50,000.00	8.5%	07/01/2020

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

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

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

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

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

County(ies) of SUBLETTE:

Lot 14, Block 2 Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming, together with all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use;
SUBJECT TO prior mineral reservations of record; and
SUBJECT TO Protective Covenants for Redstone First and Second Additions to the Town of Pinedale,Wyoming recorded in the office of the County Clerk 3/28/78, in Book 33 of Miscellaneous at Page 678.

217165

RECORDED July 1 1987 1:50 PM
IN BOOK 48 mtg PAGE 8
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

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

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

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

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

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

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

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 1st day of JULY, 19 87.

Kenneth D. Standage

Peggy A. Standage

Peggy A. Standage

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me by KENNETH D. STANDAGE AND PEGGY A. STANDAGE,

_____, _____,

_____, this 1st day of

JULY, 19 87.

Witness my hand and official seal.

Edwin R. Adams
Notary Public

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

(SEAL)

My commission expires: JULY 28,1988

☆ GPO 1-83 677-359

WHEN RECORDED MAIL TO:	RECORDER'S STAMP
CENLAR FEDERAL SAVINGS BANK ATTENTION: EVE DURAY NASSAU PARK BLVD., C.N. #5304 PRINCETON, NJ 08543 **THIS INSTRUMENT WAS PREPARED BY:** Jeanne V. Bryant THE LOMAS & NETTLETON COMPANY 1600 VICEROY DRIVE DALLAS, TX 75235	

ASSIGNMENT OF MORTGAGE
STATE OF WYOMING

Pool Number: 36697
Loan Number: 02-67-26480

THE STATE OF WYOMING)

THE COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS, That THE LOMAS & NETTLETON COMPANY, a Corporation organized and doing business under the laws of the State of Connecticut, and having its principal office at 2001 Bryan Tower, Dallas, Texas, party of the first part, in consideration of the sum of One (1) Dollar in hand paid by CENLAR FEDERAL SAVINGS BANK, NASSAU PARK BLVD., C.N. #5304, PRINCETON, NJ 08543, party of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto said party of the second part of a certain Indenture of Mortgage bearing date of the 12TH DAY OF OCTOBER, in the year One Thousand Nine Hundred and SEVENTY NINE. Made by RONALD R. CHAPIN AND CHERYL CHAPIN, HUSBAND AND WIFE, Trustors, in favor of THE LOMAS AND NETTLE COMPANY, Trustee, in SUBLETTE County, in the State of Wyoming, and which said Mortgage was recorded in the office of County Clerk of the said County of SUBLETTE on OCTOBER 12, 1979, as Instrument No. 177126 in Book 32MTG of Mortgages, at Page 118 together with the notes and obligation therein described.

To have and to hold the same unto the said party of the second part, his executors, administrators, successors or assigns, subject only to the provisions 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 ASSISTANT SECRETARY, the 28th day of February A.D., 1987.

THE LOMAS & NETTLETON COMPANY

By: _____
HASAN L. AMARA
ASSISTANT VICE PRESIDENT

ATTESTED BY: _____
TERI WIMBERLY
ASSISTANT SECRETARY

21717

WITNESSED BY:
Gloria Johnson
GLORIA JOHNSON, WITNESS

RECORDED July 2 1987 10:45 A M
IN BOOK 48 mty PAGE 12
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

STATE OF TEXAS)

COUNTY OF DALLAS)

Before me, Susan Renee Lane the undersigned authority, a Notary Public in and for the County and State aforesaid, on this day personally appeared HASAN L. AMARA, ASSISTANT VICE PRESIDENT, of THE LOMAS & NETTLETON COMPANY, a Corporation known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as the act and deed of said Corporation, THE LOMAS & NETTLETON COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of February A.D., 1987.

My Commission expires:
December 23, 1989

Susan Renee Lane
Susan Renee Lane NOTARY PUBLIC
DALLAS COUNTY, TEXAS

TH/WY102MM.FNL

[redacted] [redacted] [redacted]

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 22, 19 87. The mortgagor is ROBERT L. UNDEM AND F. SOLLIE UNDEM, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to FIRST INTERSTATE BANK OF CASPER, N.A., which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is P.O. BOX 40 CASPER, WY 82602 ("Lender"). Borrower owes Lender the principal sum of SIXTY SEVEN THOUSAND AND NO/100---------- ----------Dollars (U.S. $ 67,000.00**). 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 JULY 1, 2017. 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:

SEE ATTACHMENT "A" FOR LEGAL

217188

RECORDED July 6 19 87 10:30 AM
IN BOOK 48 mtg PAGE 13
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

which has the address of 52 RUNWAY 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.

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.

Robert L. Undem .....(Seal)
ROBERT L. UNDEM —Borrower

F. Sollie Undem .....(Seal)
F. SOLLIE UNDEM —Borrower

State of Wyoming, TETON County ss:

The foregoing instrument was acknowledged before me this JUNE 22, 1987 (date) by

ROBERT L. UNDEM AND F. SOLLIE UNDEM, HUSBAND AND WIFE
(person acknowledging)

My Commission expires:

Mary Kay Johnson
Notary Public
County of Teton
State of Wyoming
My Commission Expires May 17, 1990

Mary Kay Johnson
Notary Public

Attachment "A"

A tract of land in the NE¼ of Section 26, Township 33 North, Range 109 West, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point that lies S.17°04'E., at a distance of 940.9 feet from the North Quarter Corner of Section 26, T.33N., R.109W;
thence S.11°25'E. for a distance of 407.0 feet to a point monumented by a 1/2 inch reinforcing rod and a mound of cobble stones;
thence S.44°04'E. for a distance of 212.4 feet to a point monumented by a 1/2 inch steel reinforcing rod and a mound of cobble stones;
thence S.6°55'E. for a distance of 210.0 feet to a point monumented by a 1/2 inch steel reinforcing rod and mound of cobble stones;
thence S.82°12'E. for a distance of 227.0 feet to a point monumented by a 5/8 inch steel reinforcing rod and mound of cobble stones;
thence N.20°51.5'E. for a distance of 72.8 feet to a point monumented by a 1/2 inch steel reinforcing rod;
thence N.86°23.5'E. for a distance of 249.7 feet to a point monumented by a 5/8 inch steel reinforcing rod;
thence N.8°45'W. for a distance of 713.0 feet to a point monumented by a 5/8 inch steel reinforcing rod;
thence N.89°47'W. for a distance of 645 feet to the point of beginning.

EXCEPTING THEREFROM: Two tracts of land lying in the NE¼ of Section 26, T.33N., R.109W., of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at a point which lies S.25°41'37"E. a distance of 1800.285 feet from the North Quarter Corner of Section 26, T.33N., R.109W.;
thence S.20°51'30"W. a distance of 72.8 feet;
thence N.82°12'W. a distance of 227.0 feet;
thence N.81°33'33"E. a distance of 253.57 feet to the point of beginning;
AND
Beginning at a point that lies S.25°41'37"E. a distance of 1800.285 feet from the North Quarter Corner of Section 26, T.33N., R.109W.;
thence N.86°23'30"E. a distance of 249.7 feet;
thence N.08°45'W. a distance of 30.12 feet;
thence S.86°23'30"W. a distance of 249.7 feet;
thence S.08°45'E. a distance of 30.12 feet to the point of beginning.

18

Rlsd BK 19 Rel pg 497 2/3/99

State of Wyoming

Mortgage

FHA Case No.
591-0466309-203

Know All Men by These Presents, That

Eric Michael Peterson and Adrianne Peterson, 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 at the rate of ---Seven and Seven Eighths---------- per centum (7.8750 %) per annum as evidenced by a promissory note of even date herewith to the order of

First Wyoming Bank - Kemmerer

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 Five and 44/100---------- Dollars ($ 305.44), commencing on the first day of August 19 87 , 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 2012 , hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 9, Highland View Estates, Sublette County, Wyoming

217250

RECORDED July 9 1987 4:20 PM
IN BOOK 48 mtg PAGE 18
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By. Mari Riley

28 Gannett Road
Pinedale, Wy. 82941

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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 Ninety (90) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the Ninety (90) 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 Mortgagee 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.

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 Adrianne Peterson wife of the said Eric Michael Peterson 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 2nd day of July , 19 87

In the presence of--

Eric Michael Peterson

Adrianne Peterson

The mortgagee shall, with the prior approval of the Federal Housing Commissioner or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of th property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordanc with the requirements of the Commissioner.

13

The State of Wyoming

County of Lincoln ss:

On this 2nd day of July, 1987, before me personally appeared Eric Michael Peterson and Adrianne Peterson to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notary seal, this 2nd day of July, A.D. 19 87

[SEAL]

WILLIAM R. JAMES
NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
My Commission Expires January 16, 1990

William R. James
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

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(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 July, 1987.

Signature

Eric Michael Peterson

Printed

Signature

Adrianne Peterson

Printed

WCDA MPP FORM #209A (5/84)

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Wyoming Bank - Kemmerer, a corporation organized and existing under the State of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Eric Michael Peterson and Adrianne Peterson, husband and wife

and appears recorded in book 48 of mortgages, beginning on page 18 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 9, Highland View Estates, Sublette County, Wyoming.

217251

RECORDED July 9 1987 4:20 P M
IN BOOK 48 mtg PAGE 23
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

together with the note or notes secured thereby, to the Wyoming Community Development Authority

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

Dated this 8th day of July, 1987.

FIRST WYOMING BANK - KEMMERER
- CORPORATE SEAL -
STATE OF WYOMING

By William R. James, Vice-President

Attest: Mae Jean Julian, Vice-President
Title

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

The foregoing instrument was acknowledged before me by William R. James

this 8th day of July, 1987.

Witness my hand and official seal.

My Commission expires: June 29-1988

Title of Officer

Notary Public
State of Wyoming
My Commission Expires June 29, 1988

WCDA Form Number 203
12/79

24 Reisd. BK 17 pg. 167

MORTGAGE DEED		DATE: (Month, Day, Year) July 1, 1987	
Mortgagor(s) Name(s) and Address(es)	John L. Snively and Louise Snively 25 Ball Lane Big Piney, Wyoming 83103	Mortgagee Name and Address	North American Builders 3785 South 500 West Salt Lake City, Utah 84115

To secure payment of a Home Improvement Consumer Credit Sale Agreement of even date from Mortgagor to Mortgagee, with a Total of Payments of $ 8104.32, 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 4, Ball Subdivision

217252

RECORDED July 10 19 87 9:15A M
IN BOOK 48 mtg PAGE 24
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: marie Riley

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.

John L. Snively
Louise Snively

STATE OF WYOMING
COUNTY OF Sublette } SS:

The foregoing instrument was acknowledged before me by John L. Snively and Louise Snively this 1 day of July, 19 87.
Witness my hand and official seal.

Judy A. Babcock - Notary Public
County of Sublette State of Wyoming
My Commission Expires December 1, 1990

Judy A. Babcock
Notary Public

My Commission Expires: December 1, 1990

Wyoming HIP-HSA Supp. Doc
Form 050-2280 9/82

FIRST WYOMING BANK - Kemmerer
801 Pine Avenue
Kemmerer, Wyoming 83101

ASSUMPTION AGREEMENT

LOAN NUMBER: 29263

DATE: July 10, 1987

TYPE: VA

Marshall L. & Carolyn J. Elliott
(Party of the First Part - Seller)

Frank J. & Marla K. Vicchy
(Party of the Second Part - Buyer)

17 Looney Lane, Sublette County, Wyoming
(Property Address)

A tract of land in the NE1/4NE1/4 of Section 11, T. 33 N., R. 109 W., 6th PM, Sublette County, Wyoming
(Legal Description)

AGREEMENT, Made this 10th day of July, 1987, between Marshall L. and Carolyn J. Elliott

217263

party of the First Part (seller) and Frank J. and Marla K. Vicchy

party of the Second Part (Buyer).

RECORDED July 10 1987 2:45 P.M.
IN BOOK 48 Misc PAGE 25
FEES $ 6.00 Mary Lou Kirkland COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jane Riley

WHEREAS, The party of the Second Part have purchased the above described property as of July 10, 1987, having paid the party of the first part, the sum of $5,000.00 and have assumed the unpaid mortgage balance as of that date of $ 70,492.69. Party of the Second Part further agree to assume to pay all monthly payments on or before the date when said payments become due under the terms of the mortgage and mortgage note, Said mortgage and mortgage note dated the 3rd day of March, 1981, made by First Wyo. Bank - Kemmerer to Marshall L. and Carolyn J. Elliott in the amount of $75,000.00.

PARTY OF THE SECOND PART further understands that these payments are to be made at FIRST WYOMING BANK, -KEMMERERon the first day of each and every month hereafter until the entire mortgage balance shall have been paid in full.

PARTY OF THE SECOND PART do hereby specifically state and acknowledge that they are assuming this loan based on their own investigation, as to the record title to this property, and they do hereby further certify that no representations of any nature have been made as to the title or ownership of this property by FIRST WYOMING BANK, -KEMMERER, Kemmerer, Wyoming, or their officers and agents, and that they are acting solely as the agent for all parties in order to close said transaction.

PARTY OF THE FIRST PART hereby assigns and transfers to the Party of the Second Part, subject to the conditions of the mortgage pertaining to same, all of their title

and interest in the budget account presently held by FIRST WYOMING BANK - KEMMERER, Kemmerer, Wyoming, or which may accrue in connection with the captioned mortgage loan, including any refund that may be due from the Federal Housing Administration under the provisions of the National Housing Act, as amended. FIRST WYOMING BANK - KEMMERER is hereby authorized and instructed to make the necessary transfer of these funds to the account of the Party of the Second Part.

PARTY OF THE SECOND PART do further state and acknowledge that they by their signature hereon assume liability for any unpaid water bills which may be due on the property and understand that FIRST WYOMING BANK - KEMMERER has no responsibility or liability regarding such bills or the investigation thereof.

THE UNDERSIGNED PARTY OF THE first part for themselves, their heirs, executors, assigns, and administrators do hereby acknowledge that they have been advised and do hereby understand that they remain liable on the original mortgage until such time as said mortgage and note have been paid in full.

Frank J. Vicchy (Buyer)

Marla K. Smith (Buyer)

Marshall L. Elliott (Seller)

Carolyn J. Elliott (seller)

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 10th day of JULY, 19 87, before me personally appeared Frank K. Vicchy and Marla K. Vicchy AND

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.

Edwin R. Adams
Notary Public
State of Wyoming
My Commission expires July 28, 1988

MY COMMISSION EXPIRES:
July 28, 1988

Edwin R. Adams
Notary Public

STATE OF Wyoming)
) SS
COUNTY OF Sublette)

On this 10th day of JULY, 19 87, before me personally appeared MARSHALL L. ELLIOTT AND CAROLYN J. ELLIOTT AND

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.

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

MY COMMISSION EXPIRES:
JULY 28, 1988

Edwin R. Adams
Notary Public

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 3rd day of July, 19 87.

William B Skinner and Trudy S. Skinner

herein designated as Mortgagor, whose principal place of business is located at 1329 Sorenson Kemmerer

County of Lincoln, State of Wyoming

to secure the payment of the principal sum of One Hundred Twenty-Five Thousand Eight Hundred Eighty-Five and 32/100 Dollars,

($125,995.32), with interest of 9 % as evidenced by a promissory note of

even date herewith and payable to the order of First Guaranty Savings & Loan, a Wyoming Corporation, whose address

is P. O. Box 400 Diamondville, Wyo., Mortgagee, principal and interest payable as follows:

[illegible]

One Payment of entire principal and interest due on 10-3-87

hereby mortgages and warrants to said Mortgagee, the following described real estate, situated in

Sublette County, State of Wyoming, to wit:

Lot 5, Block 9, C. P. MacGlashan's FIRST ADDITION TO THE TOWN OF BIG PINEY, SUBLETTE COUNTY, WYOMING

217273

RECORDED July 13 19 87 9:50 AM
IN BOOK 48 mtg PAGE 27
FEES $8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

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:

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 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 of 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 it's 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 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 to 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 Mortagor 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 such 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 dafault 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 following:

Calling 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 the note secured by this mortgage 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— the 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, 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 not withstanding, 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 Mortagee to proceed to enforce the provisions of the mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchasers or purchaseres at any such sale a good and sufficent 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 provision 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 default, 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 exparte application, and without notice (notice being expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Morgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

9. No failure by the Mortgagee or any legal holder hereof to enforce any right set forth herein nor the granting of any extension of time nor taking of additional security, nor partial release of security or the making of future advances, shall act to constitute a waiver of the right to enforce any and all remedies provided herein nor shall it act to discharge or release the collateral.

10. That the covenants herein shall bind, and the benefits and advantages shall insure 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.

11. Upon request of Mortgagor, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promis[redacted]s stating that said notes are secured [redacted] [redacted]

12. Mortgagor waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

13. This Mortgage is not assumable and is due in full upon sale of property.

IN WITNESS WHEREOF, the Mortgagor has set their hands(s) this 3rd day of July, 19 87.

Mortgagor William B. Skinner

Mortgagor Trudy S. Skinner

Mortgagor

Mortgagor

STATE OF Wyoming
} SS.
COUNTY OF Lincoln

This instrument was acknowledged before me this 3rd day of July, 19 87,
by William B. Skinner & Trudy Skinner

SEAL

E.J. CASSIDY - Notary Public
County of Lincoln State of Wyoming
My Commission Expires June 12, 1990

NOTARY PUBLIC

THE STATE OF WYOMING
} SS.
COUNTY OF

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

_____

personally appeared _____

_____

to me personally known, who, being by me duly sworn, did say that he is the _____

_____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed 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 notorial seal this _____ day of _____, 19____.

_____
NOTARY PULBIC

My Commision expires on the _____ day of _____, 19____.

PLAINSMAN · SHERIDAN WY

30

Rel Rel Bk 15 Rel @ Pg 293

Released
Book 16 Rel
page 225

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 15, 19 87. The mortgagor is FRANK D. BALL III AND MARGARET S. BALL AS JOINT TENANTS ("Borrower"). This Security Instrument is given to FIRST WYOMING BANK-BIG PINEY, which is organized and existing under the laws of WYOMING, and whose address is 440 BUDD AVENUE, BIG PINEY, WYOMING 83113 ("Lender"). Borrower owes Lender the principal sum of TWENTY TWO THOUSAND AND NO/100 ********** Dollars (U.S. $ 22,000.00). 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 JULY 15, 1990. 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 3 and 4, BLOCK 1; LOT 1, BLOCK 2; AND THE WESTERLY 100 FEET OF LOT 1, BLOCK 8; ALL IN THE BALL SECOND ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING.

217334

RECORDED July 20 19 87 4:50 PM
IN BOOK 48 mtg PAGE 30
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

which has the address of FOURTH STREET [Street], MARBLETON [City],
Wyoming 83113 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as a 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 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 convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

[redacted] [redacted] [redacted]

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X Frank D. Ball III (Seal)
FRANK D. BALL III —Borrower

X Margaret S Ball (Seal)
MARGARET S. BALL —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this July 16, 1987 (date) by

FRANK D. BALL III AND MARGARET S. BALL (person acknowledging)

My Commission expires: December 1, 1990

Notary Public

Scott R. Eaton - Notary Public
County of Sublette State of Wyoming
My Commission Expires December 1, 1990

34

Rel. of Mtg. Book 16 Rel. Pg. 160

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS E. KETCHBAW and DONNA L. KETCHBAW, husband and wife,

mortgagor S, of Uvalde County, State of Texas, to secure the payment of Eighty Thousand and NO/100 ($80,000.00) Dollars, due 7/20/2002 with interest from 7/14/87 at the rate of twelve (12) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 180 equal monthly payments of $ 951.75 each, which include interest at the rate of 12% per annum; first said payment due 8/20/87 and due on the 20th day of each month thereafter until paid in full, do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, WY 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot A-1 of the Amended Fourth Filing of Boulder Lake Country Estates as the same appears on the map or plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming,

TOGETHER WITH all improvements and appurtenances thereunto appertaining.

SUBJECT TO reservations and restrictions contained in U.S. patents and to easements and rights-of-way of record or in use; and, prior mineral reservations of record.

217337

RECORDED July 20 1987 4:50 PM
IN BOOK 48 mtg. PAGE 34
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol W. Cheeney, Deputy

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

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

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

Dated this 20th day of July A. D. 1987.

In the presence of

Thomas E. Ketchbaw
THOMAS E. KETCHBAW

Donna L. Ketchbaw
DONNA L. KETCHBAW

State of TEXAS }
County of UVALDE } ss.

The foregoing instrument was acknowledged before me by THOMAS E. KETCHBAW, DONNA L. KETCHBAW, ,

this 20th day of July, 1987.

Witness my hand and official seal.

Signature

NOTARY PUBLIC

Title of Officer

My Commission Expires: 01/02/90

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, $.....

In Debtor Comanche Wy
[(3) ITR(Del) Energetics)

NON-STANDARD FINANCING STATEMENT AMENDMENT

This Financing Statement Amendment is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Name and Address of Debtor:

ITR PETROLEUM (DELAWARE), INC.
1300 Main Street, Suite 512
Houston, Texas 77002

2. Name and Address of Secured Party:

TEXAS COMMERCE BANK NATIONAL ASSOCIATION
712 Main Street
Houston, Texas 77002

3. This Financing Statement Amendment refers to the original Financing Statement filed as follows:

Filing Office	Filing Date	File No./Location
CALIFORNIA		
Ventura County	08-09-85	Official Records #086181 (indexed in real property records and UCC Records)
KANSAS		
Comanche County	12-05-85	Fixture Filing #9594
MICHIGAN		
Grand Traverse County	08-12-85 02-18-86	UCC #85-804J Real Estate Records Liber 662, Page 817
Manistee County	08-08-85	#85-270, Liber 465, Page 466
Otsego County	08-08-85	UCC #M-302-85, Liber 363, Page 547
MISSISSIPPI		
Simpson County	08-08-85	UCC #85-772 (indexed in real property records)
NEBRASKA		
Deuel County	08-14-85	Document #78-14563, Book 48, Page 375
TEXAS		
Fayette County	08-08-85	UCC #19808, Vol. 697, Pages 89-122
Hemphill County	08-08-85	UCC #9144, Vol. 82, Page 129
Jefferson County	04-14-86 08-07-85	UCC #147406 UCC #85-22089, Pages 2549-2582

217344

RECORDED July 22 19 87 9:40 A M
IN BOOK 48 mtg PAGE 36
FEES $ 19.25 Mary L. Lankford COUNTY CLE[redacted]
SUBU[redacted]OUNTY, PINEDALE, W[redacted]

Lee County	08-08-85	UCC #12340, Real Property #4866, Vol. 503, Pages 862-905
Navarro County	08-12-85	UCC #85-904
WYOMING		
Johnson County	08-15-85	SA #28821
Sweetwater County	08-08-85	UCC #140924, Real Property #0956864
Sublette County	08-22-85	UCC #21396, Real Property #208178
SECRETARIES OF STATE		
California	08-30-85	#85211839
Kansas	08-30-85	#0965607
Michigan	09-03-85	#69132A
Mississippi	09-03-85	#439
Nebraska	09-11-85	#291898
Texas	08-30-85	#218825
Wyoming	09-20-85	#03968

4. The original Financing Statement is amended as set forth below:

   The name of the Debtor is now ITR Petroleum, Inc. as a result of consolidation and merger wherein ITR Petroleum, Inc. is now a Delaware corporation, Federal Income Tax Employer's Identification No.: 74-2146997.

5. This Financing Statement Amendment is filed with the Secretaries of State and the County Offices above set forth.

6. For purposes of filing this Financing Statement Amendment in the States of Kansas, Michigan, Nebraska and Wyoming, Exhibit A is hereto attached and made a part hereof for all purposes, which Exhibit A describes the relevant properties. This Financing Statement Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of such counterparts shall together constitute one and the same instrument. To facilitate recording, Exhibit A may contain only those descriptions of properties situated in a particular jurisdiction. Debtor and Secured Party each maintain a counterpart hereof containing a complete Exhibit A.

7. This Financing Statement Amendment is applicable to all properties covered by the original Financing Statement which have not heretofore been released.

DEBTOR: ITR PETROLEUM, INC.

ATTEST:

By: Jean Moffett
Printed Name: Jean Moffett
Title: Asst. Secretary

[SEAL]

By: David G. Matthes
Printed Name: David G. Matthes
Title: Executive Vice President

SECURED PARTY: TEXAS COMMERCE BANK NATIONAL ASSOCIATION

ATTEST:

By: Paul J. Nidoh
Printed Name: Paul J. Nidoh
Title: Banking Officer

[SEAL]

By: Tom Watts
Printed Name: Tom Watts
Title: Vice President

ITRFS09

[redacted] [redacted] [redacted]

[UCC]

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, Phyllis Corbett, 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 14th day of July, 1987:

There personally appeared before me the following person, being the designated officer of ITR Petroleum, Inc., a Delaware corporation, known to me to be such officer, such corporation executing the foregoing instrument:

David G. Matthes, Executive Vice President of ITR Petroleum, Inc., a Delaware corporation, whose address is 1300 Main Street, Suite 512, Houston, Texas 77002.

(CALIFORNIA) On this day before me personally appeared the aforesaid mentioned person known to me to be said officer 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 such person, officer of such corporation, in the capacity set forth opposite the name of such person above.

(KANSAS) This instrument was acknowledged to me on said date by the aforesaid mentioned person as said officer of ITR Petroleum, Inc.

(MICHIGAN) The foregoing instrument was acknowledged before me this day by the aforesaid mentioned person as the said officer of ITR Petroleum, Inc., a Delaware corporation, on behalf of the corporation.

(MISSISSIPPI) Personally appeared before me the within named person, the said officer of said corporation, who acknowledged that 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 person, known to me to be the officer of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(NEBRASKA)

(NEW MEXICO) The foregoing instrument was acknowledged before me this day by the aforementioned person, officer of such corporation in the capacity set forth opposite the name of such person above, on behalf of such corporation.

(OKLAHOMA) Before me personally appeared such person, to me known to be the identical person who subscribed the name of such person 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 corporation, 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 ITR Petroleum, Inc. being the corporation named in said instrument, and personally known to me to be such officer of said corporation, 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 corporation.

(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.

(NORTH DAKOTA) On this day before me personally appeared such person known to me to be such officer of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(UTAH) On this day personally appeared before me such person, who, being by me duly sworn, did say that he is such officer of the corporation and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and such person acknowledged to me that said corporation executed same.

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.

Phyllis Corbett
Notary Public in and for the
State of T E X A S

My Commission Expires:

_____

Printed Name of Notary Public

PHYLLIS CORBETT
Notary Public, State of Texas
My Commission Expires 6-22-89

Address of Notary Public:
3500 Texas Commerce Tower
Houston, Tx 77002

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, Phyllis Corbett, 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 14th day of July, 1987:

There personally appeared before me the following person, being the designated officer of Texas Commerce Bank National Association, a national banking association, known to me to be such officer, such banking association executing the foregoing instrument:

Tom Watts, 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, officer of such national banking association, in the capacity set forth opposite the name of such person above.

(KANSAS) This instrument was acknowledged to me 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 association.

(MISSISSIPPI) Personally appeared before me the within named person, the said officer of said national banking association, who acknowledged that such person signed and delivered the foregoing instrument on the day and year therein given on behalf of said 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 association executed the same.

(NEBRASKA)
(NEW MEXICO) The foregoing instrument was acknowledged before me this day by the aforementioned person, officer of such national banking association in the capacity set forth opposite

the name of such person above, on behalf of such association.

(OKLAHOMA) Before me personally appeared such person, to me known to be the identical person who subscribed the name of such person 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 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.

(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 association executed the same.

(UTAH) On this day personally appeared before me such person, who, being by me duly sworn, did say that he is such officer of the national banking association and that said instrument was signed in behalf of said national banking association by authority of its Board of Directors and such person acknowledged to me that said association executed same.

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.

Phyllis Corbett
Notary Public in and for the
State of T E X A S

My Commission Expires:

Printed Name of Notary Public

PHYLLIS CORBETT
Notary Public, State of Texas
My Commission Expires 6-22-89

Address of Notary Public:
3500 Texas Commerce Tower
Houston, Tx 77002

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Federal #40-30
Sublette County,
EOC-Mortgaged

EXHIBIT A

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.

ANNFX
001

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.

44

[redacted] [redacted] F[redacted] 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".

Hanson Federal 20-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

A. .3625% Operating rights from the surface of the earth to the stratigraphic equivalent of 10,300 feet below the surface as encountered in the Hanson Federal 20-1 Well located in the NE/4 of Section 1, Township 27 North, Range 112 West, Sublette County, Wyoming, upon occurance of "after basket payout" being more specifically described on Exhibit "D" attached hereto.

B. Before the "Event" *

.75% of 8/8ths overriding royalty interest

C. After the "Event" *

1.75% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.B. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Letter Agreement dated March 20, 1984 by and between General Hydrocarbons 1982X Oil & Gas Program, and Energetics Operating Company.

B. Acquisition Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc., (a Colorado corporation) now known as Energetics Operating Company.

ANNEX
.002

Hanson Federal 20-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
13663	USA-W67178	Phyillis Hanson	04-01-79	Township 27 North, Range 112 West Section 1: Lots 1 & 2, S/2NE/4	660	419

74

Hanson Federal #
Sublette County,
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".

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

Fed #1 #20-20, Federal #40-20
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the wells described on Exhibit "C" and result in the interest of Assignor in said wells as set forth on Exhibit "C".

As to Lease #11109 (W 68117) - 16.4256%
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

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

Federal #20-20, Federal #40-2
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.

[redacted] [redacted] [redacted]

Federal #20-28
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

22.037% Operating Rights

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated January 22, 1982, as amended, by and between William H. Martin, et al, Farmor, and Energetics, Inc., Farmee.

B. Operating Agreement dated February 1, 1983, as amended, between Energetics Operating Company (Operator) and Energetics 1981 Year-End Ltd., et al, (Non-Operator).

ANNEX
005

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

54

Federal #20-28
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal #20-28:

Township 27 North, Range 111 West
Section 28: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto:

WORKING INTEREST	NET REVENUE INTEREST
.22037000	.16307380

Federal #20-30
Sublette County, 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 (predecessor in interest to Energetics Operating Company).

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.

57

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.

[redacted] [redacted] [redacted]

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.

ANNEX
008

59

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

60

[redacted] [redacted] [redacted]

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".

Walstrom Federal 30-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

.3625% Operating rights from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Walstrom Federal 30-1 Well located in the SW/4 of Section 1, Township 27 North, Range 112 West, Sublette County, Wyoming, upon occurance of "after basket payout" as defined on Exhibit "D" attached hereto.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Letter Agreement dated March 20, 1984 by and between General Hydrocarbons 1982X Oil & Gas Program, and Energetics Operating Company.

ANNEX
009

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.

63

Walstrom Federal #30-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Walstrom Federal #30-1:

Township 27 North, Range 112 West
Section 1: SW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto.

	WORKING INTEREST	NET REVENUE INTEREST
After Basket Payout:	.00362500	.00299975

III. After Basket Payout:

As defined in the agreement set forth on EXHIBIT "A" attached hereto.

[redacted] [redacted] [redacted]

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

Federal #30-20
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

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

67

Federal 30-20
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.

[redacted] [redacted] [redacted]

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

70

[redacted] [redacted] [redacted]

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.

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

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

Federal 30-28
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.

[redacted] [redacted] [redacted]

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.

ANNEX
013

Federal #30-31
Sublette County, WY
EI-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11221	USA W-62791	Robert W. Myers	05-01-78	Township 28 North, Range 111 West 6th PM Section 31: Lots, 3, 4, E/2SW/4	68	347

76

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

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.

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

79

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.

[redacted] [redacted] [redacted]

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

82

[redacted] [redacted] [redacted]

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.

Federal #40-19
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

1. As to lease #10993 (W-67808) only:
   2.039% Leasehold (record title) Interest

2. As to lease #10541 (W-58724) only:

   Before the "Event"

   .525% of 8/8ths overriding royalty interest

   After the "Event"

   1.225% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.A. below.

It is the intent of the Assignor herein to describe all that interest retained by Energetics Operating Company in that certain Assignment affecting Record Title to Oil and Gas Lease, dated December 8, 1983, recorded in Book 69, Page 670, of the Oil and Gas Records of Sublette County, Wyoming.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquisition Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc. (a Colorado corporation), now known as Energetics Operating Company.

B. Communitization Agreement pertaining to the SE/4 of Section 19, Township 27 North, Range 111 West, Sublette County, Wyoming, dated April 1, 1983, executed by Energetics Operating Company and approved by the Bureau of Land Management August 15, 1983, effective April 1, 1983

ANNEX
016

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.					

5
80

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".

[redacted] [redacted] [redacted]

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.

ANNFX
017

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

88

[redacted] [redacted] Fe[redacted] 40-30
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 40-30:

Township 27 North, Range 111 West
Section 30: SE/4

II. Assignor's interest in subject well:

WORKING INTEREST	NET REVENUE INTEREST
.78750000	.63393750

90

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
018

[redacted] [redacted] [redacted]

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

92

[redacted] [redacted] [redacted]

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. 7.536749% 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

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:	.05250000
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]

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.

95

Federal #40-31
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

1. 2.039% Leasehold (record title) Interest all depths.

2. 2.039% Operating rights as to all depths below the stratigraphic equivalent of the deepest depth drilled in the Figure Four Federal #7-31 Well, located in the Southeast Quarter (SE/4) of Section 31, Township 28 North, Range 111 West, Sublette County, Wyoming.

3. .06117% of 8/8ths overriding royalty interest (not proportionately reduced) as to all depths from the surface of the earth to the stratigraphic equivalent of the deepest depth drilled in the Figure Four Federal #7-31 Well located in the SE/4 of Section 31, Township 28 North, Range 111 West, Sublette County, Wyoming.

Subject to possible change upon payout under the terms of the Farmout Agreement referenced in II. (B.) below.

4. Before the "Event"

   .39% of 8/8ths overriding royalty interest

   After the "Event"

   .91% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.A. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquistion Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc. (a Colorado corporation), now known as Energetics Operating Company.

B. Farmout Agreement dated September 10, 1984 by and between Energetics, Inc., et al, as Farmor, and Belco Development Corporation, as Farmee.

C. Operating Agreement dated September 30, 1984 by and between Belco Development Corporation, as Operator, and Energetics, Inc., et al, as Non-Operator

ANNEX
020

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

97

Federal 40-31 a/k/a
Figure Four Federal 7-3
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".

[redacted] [redacted]

Federal [redacted]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.

ANNFX
021

99

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

100

[redacted] [redacted] [redacted]

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.

Federal #10-32
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.

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

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

[redacted] [redacted] [redacted]

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

106

[redacted] [redacted] [redacted]

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.

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

109

Federal 10-20
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 10-20:

Township 27 North, Range 111 West
Section 20: NW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST
After Payout:	.16425561	.13222576

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto. The subject well is in After Payout status.

[redacted] [redacted]

Pede[redacted]0-20
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

2.039% Leasehold (record title) Interest

II. Agreements to which the interest being conveyed hereunder is subject.

NONE

ANNEX
025

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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

[redacted] [redacted] Fe[redacted] 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.

Amoc AJ-1 AKA Federal #20-18
Sub. tte County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

2.0390% Leasehold (record title) Interest

Subject to change under the terms of the Farmout Agreement referenced below.

It is the intent of the Assignor herein to describe all that interest retained by Energetics Operating Company in that certain Assignment affecting Record Title to Oil and Gas Lease, dated December 8, 1983, recorded in Book 69, Page 670, of the Oil and Gas Records of Sublette County, Wyoming.

II. Agreements to which the interest being conveyed hereunder is subject.

Farmout Agreement dated October 4, 1983 by and between Energetics, Inc., et al, Farmor, and Amoco Production Company, Farmee.

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

115

Amoc AJ-1 a/k/a Federal 20-18
Sublecte 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.

[redacted] [redacted] [redacted]

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.

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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.

118

[redacted] [redacted] Fe[redacted] #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".

Federal # 19 a/k/a Amoco AH-1
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

78.75% Leasehold (record title) Interest
Subject to change under the terms of the Farmout Agreement referenced below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated October 4, 1983 by and between Energetics, Inc., et al, as Farmor and Amoco Production Company, as Farmee.

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.

121

Federal #20-19
a/k/a Amoco AH-1
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal #20-19 a/k/a Amoco AH-1:

Township 27 North, Range 111 West
Section 19: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:	--- 0 ---	--- 0 ---	.01082813
After Payout:	.09843750	.07924219	--- 0 ---

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Amoco ~G-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.

ANNEX
029

123

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

124

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.

126 Rel 1 Bk 15 Pg 242

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ....JULY 17,....., 19..87..... The mortgagor is ...JOHN L. D. TANNER AND SHIRLEY A. TANNER..... AS JOINT TENANTS..... ("Borrower"). This Security Instrument is given to ..... FIRST WYOMING BANK - BIG PINEY....., which is organized and existing under the laws of ..THE UNITED STATES OF AMERICA., and whose address is ..... 440 BUDD AVENUE, BIG PINEY, WY 83113..... ("Lender"). Borrower owes Lender the principal sum of .SIXTY SIX THOUSAND FOUR HUNDRED FIFTY SEVEN AND..... 63/100..... Dollars (U.S. $..66,457.63.....). 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 .JULY 25, 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:

TOWNSHIP 30 NORTH, RANGE 112 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING

SECTION 3: LOT 3, SE1/4NW1/4, NE1/4SW1/4

217374

RECORDED July 23 19 87 4:00 PM
IN BOOK 48 mtg PAGE 126
FEES $ 10.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley - Deputy

which has the address of .035..N..COTTONWOOD..ROAD....., .BIG..PINEY..... [Street] [City],

Wyoming .....83113..... ("Property Address");
[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 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 a 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 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 convenants 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 reins[redacted] not apply in the case of accele[redacted]agraphs 13 or 17. [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.

X John L. D. Tanner (Seal)
JOHN L. D. TANNER —Borrower

X Shirley A. Tanner (Seal)
SHIRLEY A. TANNER —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this July 17, 1987 (date) by JOHN L. D. TANNER AND SHIRLEY A. TANNER (person acknowledging)

My Commission expires: December 1, 1990

Judy A. Babcock
Notary Public

Judy A. Babcock - Notary Public
County of Sublette State of Wyoming
My Commission Expires December 1, 1990

130 Released BK 14 Rec @ Pg. 391

MORTGAGE DEED—FORM NO. 4—A THE MILES COMPANY, SHERIDAN 15865

M O R T G A G E

THIS MORTGAGE, made this 23 day of July, 19 87, between
Dwight Lee Dibben and Beverly Kay Dibben, Husband and Wife

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

First Security Bank of Rock Springs

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

The Mortgagor, for and in consideration of the sum of FORTY ONE THOUSAND NINE HUNDRED NINETY DOLLARS AND NO/100----------

($41,990.00) 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 8, BLOCK 2, COOLEY EIGHTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

217381

RECORDED July 24 IN 87 10:00 AM
IN BOOK MTG 48 PAGE 130
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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

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

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

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

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of FORTY ONE THOUSAND NINE HUNDRED NINETY DOLLARS AND NO/100---------- ($41,990.00) Dollars, together with interest thereon at the rate of twelve per cent (12.000 %) per annum from July 23, 1987, until paid, according to the conditions of promissory note ----, dated July 23, 1987, the ultimate maturity date of which is February 1, 1988, which promissory note was executed and delivered by Dwight Lee Dibben and Beverly Kay Dibben, 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 FORTY ONE THOUSAND NINE HUNDRED NINETY DOLLARS AND NO/100---------- ($41,990.00) 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 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.

Dwight Lee Dibben

Beverly Kay Dibben

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 23 day of July, 19 87, before me personally appeared

Dwight Lee Dibben and Beverly Kay Dibben

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: August 8, 1987

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]

ASSIGNMENT OF MORTGAGE DEED

Know All Men By These Presents, that North American Builders, 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 Builders Mortgage Loan Association party of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does sell, assign and transfer unto the said party of the second part a certain Mortgage Deed bearing date the 1st. day of July, 19 87, and made by John L & Louise Snively in favor of North American Builders and conveying the following described property:

212289

Lot 4, Ball Subdivision

RECORDED July 27 1987 9:50 AM
IN BOOK 48 mtg PAGE 133
FEES $ 4.00 Mary C Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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 10th. day of July, 19 87, in book 48, at page 24, 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 22nd. day of July, 19 87.

North American Builders

by _____

Acknowledgment By Individual, Corporation With Seal and Partnership

STATE OF ~~WYOMING~~ UTAH
COUNTY OF Salt Lake } SS:

The foregoing instrument was acknowledged before me by Paula Wade, Vice President

this 22nd. day of July, 19 87

Witness my hand and official seal.

My Commission Expires: 3/05/88

Notary Public

Acknowledgment By Corporation With No Seal

STATE OF WYOMING
COUNTY OF _____ } SS:

The foregoing instrument was acknowledged before me by _____

this _____ day of _____, 19 ___

_____, a corporation, has no corporate seal.

Witness my hand and official seal.

Judy A Babcock - Notary Public
County of Sublette
State of Wyoming
My Commission Expires December 1, 1990

_____
Notary Public

My Commission Expires: _____

134

Rec'd BK 18 pg 423 4/10/97

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM J. SCOTT and GLORIA SCOTT, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Forty Thousand and NO/100 ($40,000.00) Dollars, due 8/10/97 with interest from 7/24/87 at the rate of twelve (12%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of 573.89 each, which include interest at the rate of 12% per annum; first said payment due 9/10/87 and on the 10th day of each month thereafter until paid in full, do es hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, WY 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot Twenty (20) of the Sylvan Bay Summer Home Area, Bridger-Teton National Forest, Located in Section 32, Township 35 North, Range 108 West of the 6th P.M., Sublette County, Wyoming as the same appears of record on the official map or plat thereof as filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;

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

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

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

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

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

Dated this 24 day of July A. D. 1987.

In the presence of

William J. Scott
WILLIAM J. SCOTT

Gloria Scott
GLORIA SCOTT

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by WILLIAM J. SCOTT,
GLORIA SCOTT, ,
this 27th day of July, 1987.

Witness my hand and official seal.

Lynn Alexander
Signature

NOTARY PUBLIC
Title of Officer

My Commission Expires: 1/2/90

217808

RECORDED July 27 1987 M
IN BOOK 48 mtg PAGE 134
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

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, $

136

ASSIGNMENT IN TRUST

For Ten and NO/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, the Assignors WILLIAM J. SCOTT and GLORIA SCOTT, hereby assigns, transfers, and sets over into the Assignee, FIRST NATIONAL BANK OF PINEDALE, in trust as security for the indebtedness hereinafter referred to, all of their interests, rights, and obligations under and by virtue of that certain term special-use permit No. 70-04-03-07-5117-123-56-035-1 issued to the Assignor on July 1, 1976 by REID JACKSON, acting for the U.S. Department of Agriculture, Forest Service and attached hereto as Exhibit "A".

The Assignment is made in trust for the repayment of that certain indebtedness payable by the Assignor to the Assignee in the amount of Forty Thousand and NO/100 ($40,000.00) Dollars as evidenced by and in accordance with the terms of that certain Promissory Note, dated July 24, 1987 and executed by the Assignor in favor of Assignee; and it is understood that Assignee shall not be liable for nor have any responsibility for the performance of any of the obligations undertaken, made, or assumed by Assignor under said term special-use permit so long as Assignee has not entered into actual possession of Assignor's interests and rights under said special-use permit and until such time, Assignor shall remain fully responsible and liable for the performance of any and all obligations under said term special-use permit, and Assignor hereby agrees to fully conform and comply with all such obligation of said term special-use permit so long as any of the indebtedness secured by this assignment remains outstanding. Assignor also covenants and agrees to maintain said term special-use permit in good standing in all respects so long as any of said indebtedness remains outstanding.

DATED this 24 day of July, 1987.

RECORDED July 27 1987 3:45 PM
IN BOOK 48 mtg PAGE 136
FEES $ 6.00 Mary Lou Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

William J. Scott
WILLIAM J. SCOTT

Gloria Scott
GLORIA SCOTT

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing **Assignment in Trust** was acknowledged before me by WILLIAM J. SCOTT and GLORIA SCOTT this 24 day of July, 1987.

Lori Alexander
NOTARY PUBLIC

My Commission Expires: 1/2/90

CONSENT TO ASSIGNMENT IN TRUST

Reference is made to that certain term special-use permit No. 70-04-03-07-5117-123-56-035-1 issued to WILLIAM J. SCOTT and GLORIA SCOTT on July 1, 1976 by REID JACKSON acting for the U.S. Department of Agriculture, Forest Service and attached hereto as Exhibit "A".

The United States of America, through the Forest Service, U.S. Department of Agriculture, consents to that assignment in trust dated 24 July 1987 by said WILLIAM J. SCOTT and GLORIA SCOTT to FIRST NATIONAL BANK OF PINEDALE of all interests and rights of the former under and by virtue of said term special-use permit as collateral security for a loan made by the said FIRST NATIONAL BANK OF PINEDALE to the assignor, subject, however, to the following conditions:

(a) The execution of this consent to assignment shall not be construed as a transfer of the said term special-use permit or as a release of the permittee or his surety from their obligations to the United States under said term special-use permit, and;

(b) The execution of this consent to assignment shall not give the assignee any authority for occupancy and use of National Forest land under said term special-use permit except as agent for the permittee.

DATED this 24 day of July, 1987.

William J. Scott
WILLIAM J. SCOTT

Gloria Scott
GLORIA SCOTT

137A

EXHIBIT "A"

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE TERM SPECIAL USE PERMIT FOR RECREATION RESIDENCE Act of March 4, 1915, as amended July 28, 1956 (Rel. FSM 2720)	a. Record No. (1-2) 70	b. Region 04	c. Forest (5-6) Bridger-Teton 03
	d. District (7-8) Pinedale 07	e. User No. (9-12) 5117	f. Kind of Use (13-15) 123
	g. State (16-17) Wyoming 56	h. County (18-20) Sublette 035	k. Card No. (21) 1

Send with Lease to Box 250, Marion, Wy. 83013

CAPTAIN WILLIAM J. & GLORIA SCOTT Wife of ~~13169 Shiomah Road, Apple Valley, CA 92307~~
(Name) (Post Office Address and Zip Code)

(hereafter called the permittee) is hereby authorized to use National Forest lands, for the construction and maintenance of a recreation residence for personal recreational use on the Bridger-Teton National Forest, subject to the provisions of this permit including items 22 through 23, on page(s) 3 ~~through~~.

This permit covers .5 acres.

Described as: (1) Lot 20 of the SYLVAN BAY SUMMER HOME AREA tract,
(A plat of which is on file in the office of the Forest Supervisor.)

OR (2) _____ as shown on the attached map.
(Legal Description)

The following improvements are authorized in addition to the residence structure:

Construction or occupancy under this permit shall begin within NA (Months) and construction shall be completed within NA (Number) months. This use shall be exercised at least 15 days each year, unless otherwise authorized in writing. It shall not be used as a full time residence to the exclusion of a home elsewhere.

For this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of One hundred five and no/100 - - Dollars ($ 105.00) from January 1 19 76, to December 31 1976, and thereafter annually on January 1, One hundred five and no/100 - - Dollars ($ 105.00): provided, however, charges for this use shall be reviewed and if necessary adjusted as of and effective on January 1, 1978 and thereafter at the beginning of each 5-year period from that date, in order to place the charges on a basis commensurate with the value of the use authorized by this permit.

1976 fees paid on December 30, 1975

A service charge in addition to the regular fees may be made for failure to meet the fee payment due date. The service charge shall be one percent per month of the fee from the date statements and fees were due or $ 15.00, whichever is greater. If the due date falls on a non-workday, the service charge will not apply until the end of the next workday. This permit may be terminated for non-payment of fees and assessed service charges.

This permit is accepted subject to all of its terms and conditions:

	PERMITTEE'S NAME & SIGNATURE		DATE
ACCEPTED	WILLIAM J. & GLORIA SCOTT William J. Scott Gloria Scott		7 July 1976
APPROVED	ISSUING OFFICER'S NAME & SIGNATURE REID JACKSON Reid Jackson	TITLE FOREST SUPERVISOR	DATE JULY 1, 1976

(OVER) 2700-18 (11/72)

GENERAL PROVISIONS

1. Nothing in this permit shall be construed to imply permission to build or maintain any improvement not specifically named on the face of this permit or approved by the Forest Service in the form of a new permit or permit amendment. Additional improvements requiring specific approval shall include, but are not limited to: signs, fences, nameplates, mail boxes, newspaper boxes, boat houses, docks, pipelines, and television antennas.

2. Development plans, layout plans, construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be prepared by a licensed engineer, architect, and/or landscape architect (in those States in which such licensing is required) or other qualified individual acceptable to the issuing officer. Such plans must be approved in advance by the Forest Supervisor.

3. No soil, trees or other vegetation may be removed from the permitted area without first obtaining permission from the Forest Service. All timber cut, destroyed, or injured shall be paid for at current stumpage rates applicable to the sale by the Forest Service of similar timber in the National Forest.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Service.

5. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, state, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

6. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Service.

7. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

8. Avalanches, rising waters, high winds, falling limbs or trees and other hazardous natural phenomena in the forest present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and after securing permission from the Forest Service, to remove such hazards.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to National Forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. Personal recreation use is defined as non-commercial use by the permittee, members of his immediate family, and guests.

11. The permittee shall protect the scenic and esthetic values of the area under permit and the adjacent land as far as possible consistent with the authorized use during construction, maintenance, and use of improvements thereon.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by a permit to him if in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

13. This permit is subject to all valid claims.

14. This permit may be terminated upon breach of any of the conditions herein by the issuing officer provided the permittee shall have had a reasonable time-not to exceed ninety (90) days-within which to show cause why such termination should not be made.

15. Except as provided in Clause 16 below, upon abandonment, termination, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon [redacted] written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: provided, that if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount to be due him he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R. 211.20-211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; provided further. That upon the payment to the permittee of 75 percent of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

17. The permittee may sublease the use of improvements covered under this permit; provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

18. This permit is for lot occupancy and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility association, or individual.

19. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom.

20. In case of change of address, the permittee shall immediately notify the Forest Supervisor.

21. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

GPO 837-832

22. (E-1) This permit is issued for the period ending December 31, 1996, with the provision that it will be extended for a period of ten (10) years from that date if the permittee is not notified to the contrary prior to December 31, 1986.

Any permit for the site covered by this permit issued to any subsequent owner of the improvements thereon will cover the same period as this permit, unless otherwise mutually agreed upon. (6/69)

23. (X-18) This permit supersedes a special-use permit designated: 2720 Special Use Permit, Recreation Residence, Captain William J. and Gloria Scott, September 23, 1965.

The foregoing TERM SPECIAL USE PERMIT FOR RECREATION RESIDENCE, originally executed by the parties thereto on the 1st day of July, 1976, and covering the National Forest lands legally described as "Lot 20 of the Sylvan Bay Summer Home Area, Bridger-Teton National Forest, located in Section 32, Township 35 North, Range 108 West of the 6th P.M., Sublette County, Wyoming", is being re-executed this 22nd day of July 1987 by the respective parties before a Notary Public for the purpose of entitling said document to recordation in the Office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming.

Permittee's names and signatures:

ACCEPTED:

William J. Scott

Gloria Scott

Issuing officer's name and signatures:

APPROVED:

John C. Combs - Acting Forest Supervisor

STATE OF WYOMING)
)ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by William J. Scott and Gloria Scott this 22nd day of July 1987.

Witness my hand and official seal.

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

Jan Riley
Notary Public

My Commission Expires: 2 Oct 89

STATE OF WYOMING)
)ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by John C. Combs, Acting Forest Supervisor, this 22nd day of July 1987.

Witness my hand and official seal.

Elaine W Merciel
Notary Public - Residing in Jackson, WY

My Commission Expires:
January 21 1991

138 Released Bk 17 Rel pg. 143

State of Wyoming

Mortgage

FHA Case No.
591-0455358-203

Know All Men by These Presents, That
Ralph J. Smith and Gail Smith, Husband and Wife
herein designated as Mortgagor, of 706 East Fifth Street Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of ******Forty Four Thousand One Hundred And No/100****** Dollars ($ 44,100.00), with interest at the rate of Ten And One-Half per centum (10.5000 %) per annum as evidenced by a promissory note of even date herewith to the order of

Norwest Bank Casper, N.A. 234 East First Street Casper, Wyoming 82601

a corporation organized and existing under the laws of The United States of America hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of ******Four Hundred Three And 41/100****** Dollars ($ 403.41), commencing on the first day of September 1987, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August 2017, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 4, Block 3, Ball First Addition to the Town of Marbleton, Sublette County, Wyoming.

217410

RECORDED July 28 1987 1:15 PM
IN BOOK 48 mtg PAGE 138
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Irene Riley

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 part on any installment due date.

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

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

[redacted] [redacted] [redacted]

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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 180 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 180 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 Mortgagee when the ineligibility for insurance under the

139

National Housing Act is due to the Mortgagee'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 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. Mortgage Assumption Provision.*

And the said Ralph J. Smith wife of the said Gail Smith 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 20th day of July , 19 87

In the presence of—

X Ralph J. Smith
Ralph J. Smith

X
Gail Smith

*The mortgagee shall, with the prior approval of the Federal Housing Commissioner or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. RTS

The State of Wyoming

ss:

County of Lincoln

On this 20th day of July , 19 87 , before me personally appeared Ralph J. Smith and Gail Smith, Husband and Wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 20th day of July , A.D. 19 87

[SEAL]

Richard A. Reynders
County of Lincoln
My Commission Expires
Notary Public
State of Wyoming
Mar 20, 1991

My commission expires

Notary Public.

State of Wyoming

ss:

County of

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, NORWEST BANK CASPER, N.A., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, WITH ITS PRINCIPAL OFFICE IN CASPER, WYOMING, THE MORTGAGEE NAMED IN THAT CERTAIN MORTGAGE HEREINAFTER DESCRIBED, DOES HEREBY TRANSFER, ASSIGN, SET OVER, AND CONVEY ALL ITS RIGHT, TITLE, AND INTEREST IN, UNDER AND TO SAID MORTGAGE, WHICH WAS GIVEN TO SAID MORTGAGEEE BY:

Ralph J. Smith and Gail Smith, Husband and Wife

AND IS RECORDED IN BOOK 48, BEGINNING ON PAGE 138, IN THE OFFICE OF THE COUNTY CLERK OF SUBLETTE COUNTY, WYOMING, AND WHICH COVERS PROPERTY DESCRIBED AS FOLLOWS:

"ALL LANDS DESCRIBED IN SAID MORTGAGE"

TOGETHER WITH THE NOTE OR NOTES SECURED THEREBY, UNTO Knutson Mortgage Corporation, A Delaware Corporation, 8400 Normandale Lake Blvd. Bloomington, MN 55437 Hennepin County,

A CORPORATION, ITS SUCCESSORS AND ASSIGNS, SUBJECT, HOWEVER, TO ALL AGREEMENTS, CONDITIONS, COVENANTS AND STIPULATIONS THEREIN CONTAINED, AS WELL AS ALL RIGHTS OF REDEMPTION PROVIDED BY LAW.

IN WITNESS WHEREOF, SAID NORWEST BANK CASPER, N.A., HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS ASSISTANT VICE PRESIDENT, DULY ATTESTED BY ITS LOAN OFFICER, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED, PURSUANT TO DUE AUTHORITY THEREUNTO GIVEN, THIS 20th DAY OF July, 1987.

NORWEST BANK CASPER, N.A.

BY Nancy Shelton

ATTEST Susan L Binks

STATE OF WYOMING)
COUNTY OF NATRONA)SS

ON THIS 20th DAY OF July, 1987, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, APPEARED:

Nancy Shelton AS ASSISTANT VICE PRESIDENT AND LOAN OFFICER

Susan L. Binks AS ~~XXXX

State of Wyoming

Mortgage

FHA Case No.
591-0464156-703

Know All Men by These Presents, That Frederick H. Roberts and Linda C. Roberts, Husband and Wife

herein designated as Mortgagor, of 205 Ehman Lane, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Fifty Eight Thousand Five Hundred Thirty Four and no/100's*** Dollars ($ *58,534.00*), with interest at the rate of seven and seven eighths*** per centum (7.875 %) per annum as evidenced by a promissory note of even date herewith to the order of

First Security Bank of Rock Springs

a corporation organized and existing under the laws of Wyoming

hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Four Hundred Forty Six and 94/100's*** Dollars ($ *446.94*), commencing on the first day of September 19 87, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August 2012, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

TRACT B OF THE ROSE MARY BRAND LOT DIVISION AS THE SAME APPEARS ON THE PLAT THEREOF FILED FOR RECORD JULY 14, 1987, AT BOOK 52 of MISCELLANEOUS, PAGE 20, IN THE OFFICE OF THE SUBLETTE COUNTY CLERK, THE SAME BEING A PART OF NW¼NW¼, SECTION 29, T34N, R109W OF THE 6TH P.M. SUBLETTE COUNTY, WYOMING.

217417

RECORDED July 28 IN 87 2:30 PM
IN BOOK 48 mtg PAGE 143
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

Asn. BK 48 pg. 143 7/28/87

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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 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 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 Mortgagee 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.

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

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

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

14. See riders two (2) which are attached h
and incorporated by this reference.

And the said Linda C. Roberts wife of the said Frederick H. Roberts upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

In Witness Whereof, the Mortgagor(s) ha ve hereunto set their hand(s) this 28th day of July , 19 87.

In the presence of—

Lori L Tuckett

Frederick H. Roberts
Frederick H. Roberts

Linda C. Roberts
Linda C. Roberts

The State of Wyoming

ss:

County of Sublette

On this 28th day of July , 19 87 ., before me personally appeared

Frederick H. Roberts and Linda C. Roberts, Husband and Wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notary seal, this 28th day of July , A.D. 19 87.

[SEAL]

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

Edwin R. Adams
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

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(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 28th day of July, 1987.

Frederick H. Roberts
Signature

Frederick H. Roberts
Printed

Linda C. Roberts
Signature

Linda C. Roberts
Printed

WCDA MPP FORM #209A (5/84)

MORTGAGE RIDER

The Rider, dated the 28th day of July, 19 87, amends the mortgage of even date by and between Frederick H. Roberts and Linda C. Roberts, Husband and Wife the mortgagor and First Security Bank of Rock Springs, the mortgagee, as follows:

1. The mortgagee shall, with the prior approval of the Federal Housing Commissioner or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (Other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Dated this 28th day of July, 19 87.

Frederick H. Roberts
Frederick H. Roberts

Linda C. Roberts
Linda C. Roberts

ASSIGNMENT OF MORTGAGE

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

and appears recorded in book 48 of mortgages, beginning on page 143 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

"All lands described in said mortgage."

217418

RECORDED July 28 1987 2:35 PM
IN BOOK 48 mtg PAGE 149
FEES $4.00 Mary L. Lee Ford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mimi Riley

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 28th day of July, 19 87.

FIRST SECURITY BANK OF ROCK SPRINGS

By John Allan
John Allan, Vice President

Attest Holly Michaelis
Title Holly Michaelis, Vice President

STATE OF Wyoming
COUNTY OF Sweetwater } ss.

The foregoing instrument was acknowledged before me by John Allan

this 28th day of July, 19 87.

Witness my hand and official seal.

My Commission expires: 8/08/87

Donna M. Ngai
Notary Public

Title of Officer

WCDA Form Number 203
3/83

150

217431

RECORDED July 30 1987 10:45 AM
IN BOOK 48 mtg PAGE 150
FEES $ 64.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

102

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

Forty-Second Supplemental Indenture

Dated as of July 1, 1987

Property Management Dept.
Pacific Power & Light Co.
920 S.W Sixth Avenue
Portland, OR 97204

FORTY-SECOND SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of July, 1987, 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 Forty-second 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 Forty-second 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-second	July 1, 1970
Second	March 1, 1952	Twenty-third	February 1, 1971
Third	September 1, 1952	Twenty-fourth	October 1, 1971
Fourth	April 1, 1954	Twenty-fifth	October 1, 1972
Fifth	August 1, 1954	Twenty-sixth	January 1, 1974
Sixth	October 1, 1955	Twenty-seventh	October 1, 1974
Seventh	January 1, 1957	Twenty-eight	May 1, 1975
Eighth	September 1, 1957	Twenty-ninth	January 1, 1976
Ninth	January 1, 1958	Thirtieth	July 1, 1976
Tenth	July 1, 1958	Thirty-first	December 1, 1976
Eleventh	September 1, 1960	Thirty-second	January 1, 1977
Twelfth	June 22, 1961	Thirty-third	November 1, 1977
Thirteenth	April 1, 1962	Thirty-fourth	April 1, 1979
Fourteenth	December 1, 1962	Thirty-fifth	October 1, 1980
Fifteenth	April 1, 1963	Thirty-sixth	March 1, 1981
Sixteenth	August 1, 1963	Thirty-seventh	October 15, 1981
Seventeenth	October 1, 1964	Thirty-eighth	August 1, 1982
Eighteenth	October 1, 1965	Thirty-ninth	April 1, 1983
Nineteenth	December 15, 1967	Fortieth	March 1, 1986
Twentieth	May 1, 1969	Forty-first	July 1, 1986;
Twenty-first	November 1, 1969		
and			

WHEREAS the First through Forty-first 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 Forty-second 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 Forty-second 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	0
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	0
34. Thirty-fourth—10%	2006	75,000,000	70,546,000
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	38,736,000
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	0
43. Forty-third—Adjustable Rate	11/1/2002	50,000,000	50,000,000
44. Forty-fourth—12⅝%	2013	100,000,000	9,252,000*
45. Forty-fifth—8⅝%	3/1/1996	80,000,000	80,000,000
46. Forty-sixth—8½%	7/1/1996	75,000,000	75,000,000

* Called for redemption July 24, 1987.

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 has entered into a Loan Agreement dated as of July 22, 1987, with The Long Term Credit Bank of Japan, Limited, as agent, and the financial institutions named therein, under which the Company may borrow the Japanese Yen equivalent of not to exceed $50,000,000 United States Dollars, and pursuant to such Loan Agreement, the Company has agreed to issue a series of its bonds under the Mortgage in order to secure payment of its obligations under the Loan Agreement; 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 Forty-second Supplemental Indenture, and the terms of the bonds of the Forty-seventh Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That 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 Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Forty-first 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 (1) of Section 87 of the Mortgage, all the property, rights and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, and as fully embraced within the lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of the Mortgage, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business; fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the Company's contractual rights 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 Forty-second Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as 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.

DEFINITIONS.

SECTION 1. The terms defined in this Article I shall, for all purposes of this Forty-second Supplemental Indenture, have the meaning herein specified, unless the context otherwise requires:

The term "Loan Agreement" shall mean the Loan Agreement dated as of July 22, 1987, entered into among the Company, The Long Term Credit Bank of Japan, Limited, as agent, and the financial institutions named therein, under which the Company may borrow the Japanese Yen equivalent of not to exceed $50,000,000 United States Dollars.

The term "Lenders" shall mean the financial institutions named in Schedule I to the Loan Agreement, and their successors and assigns.

The term "Advance" shall mean the amounts borrowed under the Loan Agreement.

The term "Agent" shall mean The Long Term Credit Bank of Japan, Limited, and any duly appointed successor, in its capacity as agent for the Lenders for the purpose of holding the Bonds of the Forty-seventh Series as security for the Advance, interest thereon and other amounts payable under the terms of the Loan Agreement and the Security Agreement (as defined in the Loan Agreement) between the Company and the Agent related thereto.

ARTICLE II.

FORTY-SEVENTH SERIES OF BONDS.

SECTION 2. There shall be a series of bonds designated "9⅜% Series due 1997" (herein sometimes referred to as the "Forty-seventh Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Forty-seventh Series shall mature on July 22, 1997 and shall be issued as fully registered bonds in the denomination of Five Thousand Dollars and, at the option of the Company, in any multiple or multiples of Five Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery

thereof); they shall bear interest at the rate of nine and three-eighths per centum (9⅜%) per annum, payable semi-annually on January 22 and July 22 of each year, commencing January 22, 1988; 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-seventh Series shall be dated as provided in Section 10 of the Mortgage, as amended by the Thirty-eighth Supplemental Indenture.

(I) Bonds of the Forty-seventh Series shall be redeemable in whole at any time upon receipt by the Corporate Trustee of a written demand (hereinafter referred to as the "Redemption Demand") from the Agent, which Redemption Demand shall be received not less than 60 days prior to the redemption date stated therein. The Redemption Demand shall be signed by a General Manager and Agent, Vice President and Deputy General Manager or Assistant Vice President and Manager of the Agent and shall state (1) the principal amount of bonds of the Forty-seventh Series to be redeemed (which shall be equal to the aggregate principal amount of First Mortgage Bonds of such Series then outstanding), (2) the redemption date (hereinafter referred to as the "redemption date"), (3) that the redemption required by the Redemption Demand is the result of the Advance then outstanding under the Loan Agreement having been declared immediately due and payable pursuant to the provisions of the Loan Agreement (hereinafter referred to as an "Acceleration"), (4) that the Corporate Trustee shall call for redemption on the redemption date the stated principal amount of bonds of the Forty-seventh Series, and (5) that the Agent, as holder of all the bonds of the Forty-seventh Series then outstanding, waives any notice of such redemption required to be given under the Mortgage. The redemption date stated in the Redemption Demand shall be not less than 60 days after the receipt thereof by the Corporate Trustee, provided that the provisions of this Article II shall not be construed as limiting any rights of the Agent, as holder of the bonds of the Forty-seventh Series, pursuant to Article XIII of the Mortgage and, provided, further, that if after receipt of the Redemption Demand and prior to the redemption date the Corporate Trustee shall have been advised in writing by the Agent, signed in the same manner as the Redemption Demand, that the Acceleration has been rescinded, such Redemption Demand shall thereupon without further act of the Corporate Trustee be

rescinded and become null and void for all purposes hereunder and no redemption of the bonds of the Forty-seventh Series and no payment in respect thereof shall be effected or required. Promptly after receiving the Redemption Demand the Corporate Trustee shall mail a copy thereof to the Company; provided, however, that failure to mail a copy of the Redemption Demand shall not affect the validity of the proceedings for the redemption of the bonds of the Forty-seventh Series. The Corporate Trustee may conclusively rely on the statements and instructions contained in the Redemption Demand. Redemption of bonds of the Forty-seventh Series shall be at the principal amount thereof, together with accrued interest to the redemption date, and such amount shall become and be due and payable on the redemption date. The Company hereby covenants that, if a Redemption Demand shall be delivered to the Corporate Trustee, the Company, subject to Paragraph (IV) of this Article II, will deposit, on or before the business day preceding the redemption date, with the Corporate Trustee, an amount in cash sufficient to redeem the bonds of the Forty-seventh Series so called for redemption. To the extent the method of redemption provided for in this Paragraph (I) conflicts with any provisions of Article X of the Mortgage, such provisions of Article X shall not be applicable.

(II) At any time and from time to time upon receipt by the Corporate Trustee of bonds of the Forty-seventh Series, together with a written order from the Agent signed in the same manner as a Redemption Demand (i) specifying the principal amount of bonds of the Forty-seventh Series to be cancelled and the reason therefor and (ii) directing the Corporate Trustee to cancel the bonds so delivered or to make such endorsements thereon as shall be appropriate pursuant to Section 54 of the Mortgage to evidence the cancellation of the principal amount of bonds of the Forty-seventh Series stated in clause (i) to be cancelled, the Corporate Trustee shall cancel such stated principal amount of bonds of the Forty-seventh Series. The Corporate Trustee may conclusively rely on the statements and instructions contained in such order.

(III) Bonds of the Forty-seventh Series shall also be redeemable in whole at any time prior to maturity, upon notice as provided in Section 52 of the Mortgage, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 87 of the Mortgage, at the Special Redemption Price of 100% of the principal amount of the

Bonds to be redeemed, together with accrued interest to the date fixed for redemption.

(IV) The obligation of the Company to make payments with respect to the principal of and interest on bonds of the Forty-seventh Series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the then due principal of and interest on the Advance shall have been fully or partially paid. Satisfaction of any obligation to the extent that payment is made with respect to the Advance means that if any payment is made on the principal of or interest on the Advance, a corresponding payment obligation with respect to the principal of or interest on the Bonds shall be deemed discharged in the same proportion as the payment with respect to the Advance discharges the outstanding obligation with respect to the Advance. The Corporate Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and interest on bonds of the Forty-seventh Series shall have been fully satisfied and discharged unless and until the Corporate Trustee shall have received a written notice from the Agent, signed by a General Manager and Agent, Vice President and Deputy General Manager or Assistant Vice President and Manager, stating (i) that timely payment of the principal of or interest on the Advance has not been made and (ii) the amount of funds required to make such payment of principal or interest or both, as the case may be. The Corporate Trustee may conclusively rely on the statements contained in the notice described in the next preceding sentence.

(V) Bonds of the Forty-seventh Series shall only be transferable (subject to the provisions of Section 12 of the Mortgage), upon the surrender thereof, for cancellation, together with a written instrument of transfer in form approved by the Company 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, to a successor to the Agent pursuant to the Loan Agreement, and such bonds of the Forty-seventh Series will have the following legend imprinted thereon:

"This Bond has not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in contravention of said Act and is not transferable except to a successor Agent under the

Loan Agreement dated as of July 22, 1987 among PacifiCorp, The Long Term Credit Bank of Japan, Limited, as agent, and the financial institutions named therein."

(VI) Upon any transfer of bonds of the Forty-seventh 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 transfer of bonds of the Forty-seventh Series.

After the execution and delivery of this Forty-second 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-seventh Series for the aggregate principal amount of Fifty Million United States Dollars ($50,000,000).

ARTICLE III.

MISCELLANEOUS PROVISIONS.

SECTION 3. The right, if any, of the Company to assert the defense of usury against a holder or holder of bonds of the Forty-seventh Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 4. The terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Forty-second Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 5. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Forty-second Supplemental Indenture or any of the documents referred to in Section 1 hereof 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 Forty-second

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

SECTION 6. Whenever in this Forty-second 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 Forty-second Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 7. Nothing in this Forty-second Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Forty-second Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Forty-second Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 8. This Forty-second Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE IV.

SPECIFIC DESCRIPTION OF PROPERTY.

The following described properties acquired subsequent to April 30, 1986, in the states of Oregon, California, Washington, Wyoming, and Montana, owned as of May 31, 1987, and used by the Company as sites for its plants, properties, office buildings, electric substations and electric switching stations, as hereinafter indicated, respectively:

B—Steam Electric Generating Plants

B—13—Centralia Steam Electric Generating Plant

An undivided forty-seven and five-tenths percent (47.5%) interest of the Company, as a tenant in common with others, in and to the steam electric generating plant, known as the Centralia Steam Plant, and the following described lands in Thurston County, state of Washington, used in connection therewith.

Lands in Thurston County, State of Washington:

B-13 Item 3: Lands in Township 15 North, Range 1 East, Willamette Meridian.

Parcel 1: A tract of land in Sections 11, 14, 15, 16 and 17, described as follows:

Beginning at a point on the east-west line between Sections 11 and 14 which bears north 87° 00′ 05″ west 182.27 feet from the southeast corner of said Section 11, thence along the following courses and distances in said Section 11:

north 53° 49′ 14″ east 100.09 feet; north 65° 55′ 35″ west 359.73 feet; south 43° 16′ 54″ west 220.51 feet; south 60° 49′ 42″ west 45.76 feet, more or less,

to a point on the south line of said Section 11, thence along the following courses and distances in said Section 14:

south 60° 49′ 42″ west 255.90 feet; south 71° 30′ 17″ west 338.46 feet; north 51° 54′ 39″ west 271.89 feet; north 83° 20′ 37″ west 254.24 feet; north 76° 03′ 51″ west 356.87 feet; south 70° 40′ 57″ west 436.45 feet; south 59° 49′ 51″ west 255.72 feet; south 47° 47′ 22″ west 236.45 feet; south 58° 20′ 37″ west 81.47 feet; south 75° 59′ 05″ west 82.72 feet; south 88° 24′ 10″ west 73.99 feet; north 78° 22′ 49″ west 69.10 feet; north 64° 51′ 36″ west 98.73 feet; north 53° 03′ 31″ west 177.29 feet; north 88° 20′ 53″ west 49.75 feet; north 70° 36′ 08″ west 92.49 feet; north 58° 47′ 11″ west 78.31 feet; north 46° 41′ 53″ west 221.29 feet; south 74° 41′ 45″ west 662.79 feet; north 86° 11′ 28″ west 186.15 feet; south 78° 26′ 42″ west 242.55 feet; north 87° 59′ 29″ west 494.18 feet more or less,

to a point on the north-south section line common to Sections 14 and 15 which is south 01° 52′ 20″ west 493.39 feet from the northwest corner of said Section 14, thence along the following courses and distances in said Section 15:

north 87° 59′ 29″ west 327.43 feet; north 74° 02′ 53″ west 400.22 feet; north 88° 45′ 51″ west 575.91 feet; south 76° 33′ 47″ west 492.55 feet; south 16° 25′ 23″ west 164.36 feet; south 59° 05′ 01″ west 329.19 feet; north 76° 22′ 18″ west 407.09 feet; south 32° 14′ 15″ west 423.58 feet; north 89° 33′ 35″ west 156.21 feet; north 33° 49′ 33″ west 186.80 feet; south 62° 47′ 03″ west 257.36 feet; south 82° 05′ 25″ west 287.38 feet; south 34° 00′ 02″ west 263.98 feet; north 52° 43′ 21″ west 152.81 feet; south 86° 35′ 42″ west 664.04 feet; south 25° 15′ 30″ west 378.46 feet; north 85° 32′ 51″ west 369.85 feet; south 69°45′ 16″ west 285.24 feet; north 88° 02′ 05″ west 120.15 feet more or less,

to a point on the north-south section line common to Sections 15 and 16 which is south 02° 26′ 44″ east 1,846.54 feet from the northwest corner of said Section 15, thence along the following courses and distances in said Section 16:

north 88° 02′ 05″ west 144.02 feet; north 62° 20′ 54″ west 244.42 feet; north 40° 31′ 43″ west 215.43 feet; north 82° 23′ 41″ west 161.01 feet; south 83° 11′ 32″ west 349.15 feet; south 88° 51′ 12″ west 334.53 feet; south 76° 46′ 31″ west 564.62 feet; north 80° 09′ 45″ west 693.06 feet; south 85° 54′ 49″ west 391.76 feet; north 73° 54′ 40″ west 592.15 feet; north 20° 12′ 38″ east 239.00 feet; north 06° 58′ 06″ east 165.47 feet; south 74° 49′ 49″ west 104.10 feet; south 62° 14′ 25″ west 776.84 feet; north 87° 28′ 02″ west 220.95 feet; south 80° 53′ 35″ west 766.03 feet; north 85° 36′ 44″ west 46.89 feet more or less,

to a point on the north-south section line common to Sections 16 and 17 which is south 02° 20′ 51″ east 1,836.31 feet from the northwest corner of said Section 16, thence along the following courses and distances in Section 17:

north 85° 36′ 44″ west 132.92 feet; north 02° 21′ 01″ east 128.11 feet; north 23° 07′ 41″ west 325.96 feet; north 03° 45′ 27″ east 318.32 feet; north 85° 40′ 34″ west 162.58 feet; south 28° 26′ 02″ west 320.98 feet; south 03° 48′ 36″ west 182.46 feet; south 22° 25′ 40″ east 232.05 feet; north 80° 33′ 24″ west 258.57 feet; north 65° 21′ 10″ west 287.74 feet; south 69° 12′ 12″ west 394.31 feet; north 35° 32′ 27″ west 752.13 feet; south 66° 44′ 11″ west 199.85 feet; north 79° 30′ 27″ west 173.22 feet; north 66° 00′ 29″ west 114.86 feet; north 77° 32′ 52″ west 350.23 feet; south 62° 54′ 49″ west 169.14 feet; south 33° 05′ 59″ west 584.71 feet; south 74° 11′ 20″ west 845.70 feet; north 72° 17′ 34″ west 1,186.61 feet; north 47° 40′ 31″ west 156.06 feet more or less,

to a point on the west line of said Section 17 which is south 00° 19′ 55″ west 1,415.45 feet from the northwest corner of said section, thence southerly along the west line of said section to the southwest corner of the northwest quarter of the southwest quarter (NW¼SW¼) of said section, thence easterly along the south line of the north half of the south half (N½S½) of said section 402.17 feet to a point, thence along the following courses and distances in Section 17:

north 79° 25′ 38″ east 846.57 feet; south 51° 56′ 54″ east 123.58 feet; south 85° 51′ 31″ east 166.81 feet; north 02° 52′ 28″ west 272.18 feet; north 62° 14′ 10″ east 317.25 feet; south 52° 28′ 44″ east 313.04 feet; north 65° 55′ 38″ east 105.35 feet; north 87° 57′ 47″ east 703.00 feet; south 83° 31′ 25″ east 427.31 feet; north 58° 18′ 40″ east 460.38 feet; south 39° 38′ 57″ east 360.74 feet; south 87° 17′ 54″ east 129.02 feet; south 46° 56′ 40″ east 474.08 feet; north 71° 34′ 04″ east 236.69 feet; south 88° 48′ 09″ east 232.44 feet; north 71° 34′ 25″ east 453.41 feet more or less,

to a point on the north-south section line common to Sections 16 and 17 which is south 02° 20′ 51″ east 3,799.98 feet from the northeast corner of said Section 17, thence along the following courses and distances in Section 16:

north 71° 34′ 25″ east 66.25 feet; north 72° 01′ 00″ east 240.65 feet; south 77° 56′ 16″ east 429.48 feet; south 54° 48′ 47″ east 311.98 feet; south 81° 21′ 40″ east 307.40 feet; south 44° 57′ 41″ east 665.70 feet; north 50° 01′ 56″ east 508.54 feet; south 86° 38′ 08″ east 146.78 feet; north 50° 50′ 53″ east 174.84 feet; south 88° 33′ 23″ east 113.41 feet; south 33° 23′ 03″ east 200.31 feet; north 42° 52′ 15″ east 187.86 feet; south 65° 02′ 35″ east 250.65 feet; south 39° 05′ 42″ east 698.82 feet; north 49° 22′ 24″ east 225.54 feet; north 01° 07′ 02″ west 507.66 feet; north 16° 09′ 36″ west 362.05 feet; north 04° 44′ 27″ west 217.89 feet; north 52° 03′ 43″ east 115.97 feet; north 81° 08′ 00″ east 455.98 feet; north 89° 02′ 56″ east 367.24 feet; north 39° 54′ 40″ east 320.69 feet; south 37° 54′ 29″ east 342.62 feet; north 68° 50′ 52″ east 439.91 feet more or less,

to a point on the north-south section line between Sections 15 and 16 which is south 02° 26′ 44″ east 2,979.49 feet from the northeast corner of said Section 16, thence along the following courses and distances in Section 15:

north 68° 50′ 52″ east 147.51 feet; south 58° 22′ 18″ east 221.38 feet; south 85° 10′ 21″ east 505.81 feet; north 20° 22′ 33″ east 180.03 feet; south 80° 21′ 39″ east 478.83 feet; north 11° 20′ 03″ east 230.34 feet; north 68° 10′ 44″ east 275.97 feet; north 89° 30′ 09″ east 272.44 feet; south 75° 41′ 41″ east 43.03 feet; north 78° 37′ 48″ east 506.93 feet; north 83° 20′ 25″ east 448.82 feet; north 46° 04′ 37″ east 296.71 feet; north 79° 33′ 02″ east 637.43 feet; north 51° 46′ 37″ east 551.52 feet; north 81° 28′ 02″ east 606.99 feet; north 75° 18′ 13″ east 290.80 feet; south 85° 56′ 25″ east 134.60 feet; north 48° 23′ 08″ east 68.60 feet more or less,

to a point on the north-south section line common to Sections 14 and 15 which is south 01° 52′ 20″ west 1,452.35 feet from the northeast corner of said Section 15, thence along the following courses and distances in Section 14:

north 48° 23′ 08″ east 71.61 feet; south 70° 59′ 32″ east 304.30 feet; north 68° 24′ 16″ east 286.10 feet; north 79° 00′ 16″ east 559.39 feet; south 89° 13′ 50″ east 538.86 feet; north 61° 44′ 25″ east 315.72 feet; south 85° 02′ 10″ east 1,180.34 feet; north 61° 30′ 30″ east 819.09 feet; north 71° 29′ 01″ east 761.67 feet; north 53° 49′ 14″ east 601.16 feet more or less,

to a point on the east-west section line between Sections 11 and 14 which is north 87° 00′ 05″ west 182.27 feet from the northeast corner of said Section 14, and the point of beginning for this description. All courses shown in the foregoing description are based on the State of Washington Coordinate System (South Zone).

TOGETHER WITH an easement as granted in that certain deed recorded November 25, 1970, in Volume 525, page 303, Deed Records of Thurston County under Auditor's File No. 833263 for the temporary overflow of reservoir waters on any lands owned by WEYERHAEUSER COMPANY, a Washington corporation, in said certain deed within the southeast quarter of the southeast quarter of Section 11, all of Section 12, the north half of Section 13, the north half of Section 14, the north half of Section 15, and the north three-fourths of Section 17, in Township 15 North, Range 1 East of the Willamette Meridian; PROVIDED, HOWEVER, that in the event of such overflow Grantee shall pay for any damage to land, timber and improvements occasioned by overflow.

ALSO TOGETHER WITH an easement contained in that certain Warranty Deed recorded December 14, 1970 in Volume 528, page 292, Deed Records of Thurston County, under Auditor's File No. 834257 for the temporary and intermittent overflow of the reservoir waters, upon and over the adjoining lands of Grantor therein; provided that, in the event of any such overflow, the Grantee herein shall be responsible for payment of any damage to growing timber, improvements or personal property, including rock inventories upon such adjoining lands of such Grantor, and shall be responsible for payment of compensatory damages resulting from any temporary inter-

ruption of quarry operations, if any, upon such adjoining lands of such Grantor, occasioned by such overflow.

Parcel 2: Those portions of the north half and the north half of the southeast quarter of Section 18, lying southerly of the following described line:

Beginning at a point on the east line of said Section 18 which bears south 00° 19′ 55″ west 1,415.45 feet from the northeast corner of said section; thence north 47° 40′ 31″ west 951.19 feet; thence north 71° 15′ 47″ west 1,858.15 feet; thence south 73° 14′ 02″ west 1,096.69 feet; thence south 61° 46′ 54″ west 317.30 feet; thence south 87° 40′ 58″ west 89.00 feet, more or less, to a point on the northeasterly line of that certain tract conveyed by Scott Paper Company to Henry W. Turner and Evelyn Turner by deed dated May 22, 1958 and recorded in the Deed Records of said Thurston County under Auditor's File No. 597416; thence northwesterly along said northeasterly line of said Turner tract to the north line of said Section 18; thence westerly along said north line of said section to the northwest corner thereof;

and lying northerly of the following described line:

Beginning at a point on the east line of said Section 18 which bears south 00° 19′ 55″ west 3,759.54 feet from the northeast corner of said section; thence north 68° 11′ 24″ west 614.59 feet; thence north 44° 33′ 55″ west 1,275.23 feet; thence north 32° 13′ 14″ west 827.33 feet; thence north 86° 47′ 55″ west 1,202.47 feet; thence south 34° 42′ 19″ west 811.72 feet; thence north 14° 23′ 23″ west 79.18 feet, more or less, to a point on the southeasterly line of the aforementioned Turner tract; thence southwesterly along said southeasterly line of said Turner tract to its intersection with the east-west centerline of said Section 18; thence westerly along said east-west centerline to the west quarter corner of said Section 18;

EXCEPTING THEREFROM, so much of the northwest quarter of said Section 18 as was conveyed by Scott Paper Company to Henry W. Turner and Evelyn Turner by said deed dated May 22, 1958, and

FURTHER EXCEPTING THEREFROM, those portions conveyed under Auditor's File Nos. 857989, 872705 and 1074923.

TOGETHER WITH that portion of vacated roadway, if any, that would attach to the said Parcel 2 by operation of law as disclosed by Resolution 7312 under Auditor's File No. 8207270131.

Parcel 3: That part of Lot 4 of Section 7 and those portions of the northeast quarter of the northwest quarter, of Government Lots 1 and 2, of the southeast quarter of the northwest quarter, of the northeast quarter of the southwest quarter and of Government Lot 3 of Section 18, described as follows:

Beginning at the southwest corner of said Section 7; running thence north 00° 18′ 39″ east along the west line of said section 122.21 feet; thence south 78° 10′ 12″ east 528.20 feet; thence south 61° 28′ 14″ east 362.28 feet; thence south 15° 42′ 23″ east 390.98 feet; thence south 09° 50′ 00″ east 575.00 feet, more or less, to the line of ordinary high water of the left bank of Skookumchuck River; thence northeasterly along said line of ordinary high water 1,270.00 feet, more or less, to a point described as 747.00 feet south and 2,215.25 feet east of the northwest corner of said Section 18; thence south 07° 22′ 35″ west 434.30 feet; thence south 34° 14′ 22″ west 298.32 feet; thence south 33° 36′ 51″ west 327.28 feet; thence south 46° 55′ 48″ east 32.33 feet; thence south 46° 10′ 44″ west 222.71 feet; thence south 19° 03′ 38″ west 142.48 feet; thence south 36° 18′ 34″ west 426.57 feet; thence south 03° 39′ 39″ west 300.86 feet; thence south 42° 49′ 24″ west 597.78 feet; thence north 79° 22′ 14″ west 189.91 feet; thence north 56° 47′ 53″ west 186.23 feet; thence north 38° 24′ 23″ west 720.00 feet, more or less, to said line of ordinary highwater thence southwesterly along said line of ordinary high water 350.00 feet, more or less, to the west line of said Section 18; thence north 00° 06′ 58″ west along said west line 2,748.00 feet, more or less, to the point of beginning. EXCEPT that certain tract of real property conveyed to the State of Washington by Deed dated August 2, 1972 and recorded August 18, 1972 in Deed Records of Thurston County under Auditor's File No. 872705.

B-13 Item 4: Lands in Township 15 North, Range 1 West, Willamette Meridian.

Parcel 1: The south half of the southeast quarter, the southeast quarter of the northeast quarter of the southwest quarter, the east half of the southeast quarter of the southwest quarter, and that portion of the west half of the southeast quarter of the southwest quarter bounded on the east by the east line of said west half of the southeast quarter of the southwest quarter, bounded on the southerly side by the northeasterly right of way line of the Troller (Skookumchuck) County Road and bounded on the northwesterly side by a line which is parallel with and 37.50 feet northwesterly of the center survey line of that certain right of way granted to Pacific Northwest Pipeline Corporation by instrument dated February 24, 1956 and recorded File No. 557791-B, all in Section 12, EXCEPTING therefrom Troller County Road and other county roads.

Parcel 2: The south half, the northeast quarter, and the east half of the northwest quarter of Section 13, EXCEPTING therefrom road known as Troller County Road and any other county roads.

B-14—Centralia Coal Mine Properties

An undivided one-half (½) interest of the Company, as a tenant in common with another, in and to the following lands used in connection with the Centralia coal mine and coal preparation facilities in Lewis and Thurston Counties, state of Washington.

Lands in LEWIS County, State of WASHINGTON:

B-14 Item 8: A tract of land in Section 28, Township 15 North, Range 1 West, Willamette Meridian, described as follows:

All that part of the southeast quarter of the northwest quarter of Section 28 lying east of that certain property described in Warranty Deed from Angeline Parkin, a widow, to Vernon F. Rector and Mazie A. Rector, husband and wife, recorded March 31, 1954, under Auditor's File No. 529955, and lying south of that certain property described in Treasurer's Deed to C.H. Post recorded October 20, 1937 under Auditor's File No. 309862, EXCEPT roads.

Lands in THURSTON County, State of WASHINGTON

B-14 Item 9: A portion of the south one-half of Section 17 and a portion of the northwest quarter of Section 20, Township 15 North, Range 1 West, Willamette Meridian, described as follows:

Commencing at the southeast corner of said Section 17 and running north 00° 37′ 22″ east along the east line of said Section 17 a distance of 2,690.19 feet to the east one-quarter corner of said Section 17; thence north 89° 23′ 18″ west along the east-west centerline of said Section 17 a distance of 2,077.78 feet; thence south 51° 41′ 05″ east 20.49 feet to the true point of beginning, said point being on the easterly right of way line of the proposed Tono-Bucoda County Road; thence along said right of way line south 51° 41′ 05″ east 386.69 feet; thence along a curve to the left with a radius of 850.00 feet having a distance of 61.65 feet; thence south 55° 50′ 26″ east 490.13 feet; thence along a curve to the left with a radius of 833.05 feet having a distance of 114.34 feet; thence south 63° 42′ 16″ east 256.65 feet; thence along a curve to the right with a radius of 485.00 feet having a distance of 580.06 feet; thence south 04° 49′ 16″ west 1,039.99 feet; thence along a curve to the left with a radius of 1,871.78 feet for a distance of 436.09 feet to a point on the south line of Section 17, said point bearing north 87° 41′ 51″ west 750.36 feet from the southeast corner thereof; thence north 87° 41′ 51″ west along the south line of said Section 17 a distance of 1,893.18 feet to the one-quarter corner common to Sections 17 and 20; thence south 02° 20′ 59″ east along the north-south centerline of said Section 20 a distance of 1,003.6 feet more or less to the centerline of the existing (to be vacated) Tono-Bucoda County Road; thence northerly and westerly along said centerline to a point on the south line of said Section 17 that bears north 89° 39′ 11″ west 1,511.4 feet more or less from the south one-quarter corner of said Section 17; thence continuing northerly and easterly along the centerline of said County Road to a point on the north-south centerline of said Section 17 that bears north 01° 07′ 59″ east 1,201.5 feet more or less from said south one-quarter corner; thence continuing northerly on the centerline of said County Road to a point that bears south 38° 18′ 55″ west 30.00 feet from the true point of beginning; thence north 38° 18′ 55″ east 30.00 feet to the true point of beginning.

B-15—Jim Bridger Steam Electric Generating Plant

An undivided two-thirds (⅔) interest of the Company, as a tenant in common with another, in the following property purchased for use in connection with the steam electric generating plant known as the Jim Bridger Steam Plant, in Sweetwater County, state of Wyoming.

Lands in SWEETWATER County, State of WYOMING:

B-15 Item 6: Lands in Township 21 North, Range 101 West, 6th Principal Meridian:

The northeast quarter, and the north half of the northwest quarter, of Section 27, and the west half of the southwest quarter of Section 23, subject to a reservation of all minerals and mineral rights.

C—ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

All of the following described real property in the states of Oregon, California, Wyoming, and Montana, used by the Company in connection with the operation and maintenance of the electric substations and switching stations hereinafter designated respectively:

C-405—Ponderosa Substation

In CROOK County, State of OREGON

Land additional to and adjoining the tract described in C-405 Item, described as follows:

C-405 Item 2: A parcel of land in the northeast quarter of the southeast quarter and the southeast quarter of the northeast quarter of Section 33, Township 15 South, Range 15 East, Willamette Meridian, said parcel being a portion of the Ponderosa Substation Site as described in that certain instrument recorded August 9, 1982, under MF No. 65793, deed records of Crook County, further described as follows:

Commencing at the most westerly southeast corner of the above-referenced deed description; thence north 16° 27′ 30″ west, 271.30 feet along the most westerly east boundary of the substation site to the true point of beginning for this parcel; thence south 73° 32′ 30″

west, 182.00 feet; thence north 16° 27′ 30″ west, 620.00 feet; thence north 73° 32′ 30″ east, 182.00 feet to a point in said east boundary; thence south 16° 27′ 30″ east, 620.00 feet along said east boundary to the true point of beginning, subject to a perpetual easement over the west 80 feet thereof for a slope easement.

C-411—Arcata Substation

In DEL NORTE County, State of CALIFORNIA

C-411 Item: A tract of land in Section 26, Township 18 North, Range 1 West, Humboldt Meridian, described as follows:

Beginning at a point 927.60 feet south and 3925.97 feet east from the northwest corner of Section 26, and from which point the north end of the Smith River Base Line as shown in Book 3 of Maps, page 77, Del Norte County records, bears north 78° 08′ 13″ west a distance of 1311.32 feet; and running thence north 62° 53′ 56″ west 75.00 feet to a point; thence south 27° 06′ 04″ west 75.00 feet to a point; thence south 62° 53′ 56″ east, 75.00 feet to a point; and thence north 27° 06′ 04″ east, 75.00 feet to the point of beginning; together with a nonexclusive right-of-way for road and utility purposes 30.00 feet in width, lying 15.00 feet on each side of the following described centerline:

Beginning at a point being north 62° 53′ 56″ west 16.50 feet from the point of beginning as above described, and running thence along a 40.00 foot radius curve to the left, the long chord of which bears north 44° 47′ 45″ west a distance of 76.04 feet, through a central angle of 143° 47′ 37″ for an arc length of 100.39 feet; thence south 63° 18′ 27″ west 219.17 feet, more or less, to the center of the 30 foot wide access opening on the east line of State Highway 101, the point of ending of this right-of-way centerline description.

C-412—Hudson Substation

In FREMONT County, State of WYOMING

C-412 Item: The easterly thirty feet of Lot 8 in Block 6 of the Original Town of Hudson.

C-413—Big Mountain Substation

In FLATHEAD County, State of MONTANA

C-413 Item: A tract of land in Section 14, Township 31 North, Range 22 West, Montana Principal Meridian, described as follows:

Beginning at the northwest corner of the north half of the southeast quarter of the northeast quarter of Section 14; thence north 89° 56′ 45″ east along the northerly boundary of the north half of the southeast quarter of the northeast quarter a distance of 522.22 feet to the westerly right-of-way of a 100 foot deeded County road; thence southerly and westerly along the right-of-way of the aforementioned County road the following courses, south 07° 48′ 45″ east a distance of 233.03 feet to the beginning of a 127.18 foot radius curve to the right; thence southwesterly along the curve through a central angle of 72° 54′ 26″ a distance of 161.83 feet to the beginning of a 223.32 foot radius curve concave northerly (radial bearing north 24° 54′ 19″ west); thence westerly along the curve through a central angle of 38° 52′ 10″ a distance of 151.50 feet to the beginning of a 739.27 foot radius curve concave northerly (radial bearing north 13° 57′ 51″ east); thence northwesterly along the curve through a central angle of 09° 22′ 45″ a distance of 121.02 feet; thence north 66° 39′ 24″ west a distance of 168.24 feet to the beginning of a 141.70 foot radius curve to the left; thence westerly along the curve through a central angle of 26° 08′ 07″ a distance of 65.46 feet to the westerly boundary of the north half of the southeast quarter of the northeast quarter; thence north 00° 08′ 35″ east and along the westerly boundary and leaving the right-of-way of the aforementioned County road a distance of 260.47 feet to the Point of Beginning.

H—OFFICE BUILDING

The following office of the Company in the state of Wyoming, including the following described real property:

H-39—Big Horn Central Office

In WASHAKIE County, State of WYOMING

H-39 Item: The West 30 feet of Lot 3, and all of Lots 4, 5 and 6, in the Heron Addition to the City of Worland.

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]

Attest:

Corporate Secretary

PACIFICORP

By _____

Vice President and Treasurer

[SEAL]

Attest:

Assistant Secretary

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By _____

Vice President

_____

R. E. SPARROW (L.S.)

STATE OF OREGON
COUNTY OF MULTNOMAH } ss.:

On this 17th day of July, 1987, before me, Lenore M. Thomas, a Notary Public in and for the State of Oregon, personally appeared R. F. LANZ and SALLY A. NOFZIGER, known to me to be a Vice President and Treasurer and the Corporate 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.

Lenore M. Thomas

Notary Public, State of Oregon
Commission Expires January 26, 1988

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

On this 20th day of July, 1987, before me, Viola S. Cuneo, a Notary Public in and for the State of New York, personally appeared M. CULHANE and W.A. SPOONER, known to me to be a Vice President 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]

Viola S. Cuneo

Notary Public, State of New York
No. 4513111
Qualified in Kings County
Certificate filed in New York County
Commission Expires November 30, 1989

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

On this 20th day of July, 1987, before me, Viola S. Cuneo, 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]

Viola S. Cuneo

Notary Public, State of New York
No. 4513111
Qualified in Kings County
Certificate filed in New York County
Commission Expires November 30, 1989

181 Released BK 17 Rel pg. 96

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 28, 19 87. The mortgagor is GEORGE F. HOOK AND DEBORAH S. HOOK AS JOINT TENANTS ("Borrower"). This Security Instrument is given to FIRST WYOMING BANK - BIG PINEY, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 440 BUDD AVENUE, BIG PINEY, WY 83113 ("Lender"). Borrower owes Lender the principal sum of THIRTY TWO THOUSAND FIVE HUNDRED AND NO/100 ********** 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 JULY 20, 2002. 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, CROSS LAZY TWO SUBDIVISION, SUBLETTE COUNTY, WYOMING.

217443

RECORDED July 31 19 87 10:40 AM
IN BOOK 48 mtg PAGE 181
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

which has the address of 64 MUDDY CREEK ROAD [Street], BIG PINEY [City],

Wyoming 83113 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 a 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 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 convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. **Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X George F. Hook (Seal)
GEORGE F. HOOK —Borrower

X Deborah S. Hook (Seal)
DEBORAH S. HOOK —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this July 28, 1987 (date) by

GEORGE F. HOOK AND DEBORAH S. HOOK (person acknowledging)

My Commission expires: December 1, 1990

Scott R. Estep - Notary Public
County of Sublette State of Wyoming
My Commission Expires December 1, 1990

Scott R. Estep
Notary Public

185 rbd. bk. 28 pg. 449 4/7/08

State of Wyoming

Mortgage

FHA Case No.
591-0468295-703

Know All Men by These Presents, That David T. Vlcek, a single man

herein designated as Mortgagor, of P.O. Box 184 Pinedale, County of Sublette, State of Wyoming 82941, to secure the payment of the principal sum of --Sixty Three Thousand Nine Hundred and No/100 -- Dollars ($ 63,900.00), with interest at the rate of --Eight and Three Eighths-- per centum (08.375 %) 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 Nine and 17/100 -- Dollars ($ 509.17), commencing on the first day of September 19 87, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August 2012, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 14, Block 4, Redstone First Addition to the Town of Pinedale,
Sublette County, Wyoming

217445

RECORDED July 31 1987 11:25 A.M.
IN BOOK 48 mtg PAGE 185
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee when the ineligibility for insurance under the

186

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

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

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

And the said wife of the said upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

In Witness Whereof, the Mortgagor(s) ha s hereunto set his hand(s) this 31st day of July , 19 87

In the presence of—

David T. Vlcek

The State of Wyoming

ss:

County of Sublette

On this 31st day of July, 1987, before me personally appeared David T. Vlcek

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 31st day of July, A.D. 19 87

[SEAL]

My commission expires Sept 20, 1990

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

FHA DUE ON TRANSFER RIDER

This rider is made this 31st day of July, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed 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 Mortgage, Deed of Trust, or Security Deed and located at 470 South Shanley Pinedale, Wy 82941 (property address)

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Borrower accepts and agrees to the terms contained in this rider.

David T. Vlcek
(Borrower)
David T. Vlcek

(Borrower)

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 31st day of July, 1987.

David T. Vlcek
Signature

Signature

David T. Vlcek
Printed

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 David T. Vlcek

and appears recorded in book 48 of mortgages, beginning on page 185 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 14, Block 4, Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming

217446

RECORDED July 31 1987 11:25 AM
IN BOOK 48 mtg PAGE 191
FEES $4.00 Mary L. LanKford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

together with the note or notes 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 the 31st day of July, 1987.

*Doing business without a corporate seal.

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

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh
the 31st day of July 1987.

CLAIRE K. ABRAMS NOTARY PUBLIC Teton County State of Wyoming Commission expires July 18, 1988.

Witness My hand and official seal.
My Commission expires: 7-18-88

Attest: Claire K. Abrams

State of Wyoming

Mortgage

FHA Case No.
591-0465276-703

Know All Men by These Presents, That Scott W. Houfek and Lynda L. Houfek, husband and wife

herein designated as Mortgagor, of P.O. Box 488 Big Piney, County of Sublette, State of Wyoming 83113, to secure the payment of the principal sum of --Seventy Six Thousand Six Hundred Fifty and No/100-- Dollars ($ 76,650.00), 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 Seventy Two and 66/100-- Dollars ($ 672.66), commencing on the first day of September, 19 87, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 2017, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 3 of the Sage Ranch #1 Addition to the Town of Marbleton, Sublette County, Wyoming

217647

RECORDED July 31 19 87 11:35AM
IN BOOK 48 mtg PAGE 192
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marc Riley

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

192

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee 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.

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 Lynda L. Houfek wife of the said Scott W. Houfek upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

In Witness Whereof, the Mortgagor(s) ha ve hereunto set their hand(s) this 24th day of July , 19 87

In the presence of—

Jan Riley

Scott W. Houfek

Lynda L. Houfek

Lynda L. Houfek

194

The State of Wyoming

County of Sublette ss:

On this 24th day of July, 19 87, before me personally appeared Scott W. Houfek and Linda L. Houfek 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 24th day of July, A.D. 19 87

[SEAL]

My commission expires 02Oct89

Jan Riley

Notary Public.

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

State of Wyoming ss:

County of

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

TETON MORTGAGE COMPANY, INC.
140 SOUTH CACHE STREET
P.O. BOX 3904
JACKSON, WYOMING 83001

FHA DUE ON TRANSFER RIDER

This rider is made this 24th day of July, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed 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 Mortgage, Deed of Trust, or Security Deed and located at 515 East 5th Street Marbelton, Wy 83113 (property address)

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Borrower accepts and agrees to the terms contained in this rider.

(Borrower) Scott W. Houfek

Lynda L. Houfek (Borrower) Lynda L. Houfek

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 W. Houfek and Lynda L. Houfek and appears recorded in book 48 of mortgages, beginning on page 192 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 3 of the Sage Ranch #1 Addition to the Town of Marbleton, Sublette County, Wyoming

211448

RECORDED July 31 1987 11:35 AM
IN BOOK 48 mtg PAGE 197
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

together with the note or notes thereby, to the Fleet Mortgage Corporation its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated the 24th day of July, 1987.

*Doing business without a corporate seal.

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 24th day of July 1987.

CLAIRE K. ABRAMS
Teton County Wyoming
Commission expires July 10, 1988.

Witness My hand and official seal.
My Commission expires: 7-10-88

Claire K. Abrams

Second [redacted] [redacted] [redacted]

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

SECOND MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HENRY WALLACE RULAND, JR. and DEBRA KAY RULAND, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Seven Thousand and NO/100 ($7,000.00) Dollars, due 8/10/92 with interest from 7/20/87 at the rate of twelve (12) per cent per annum, payable monthly evidenced by One (1) promissory note, of even date herewith, payable in 60 equal monthly payments of $155.72 each, which include interest at the rate of 12% per annum; first said payment due 9/10/87 and on the 10th day of each month thereafter until paid in full, do es hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, WY 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Five (5) and Six (6), Block Two (2), Nelson Addition to the Town of Pinedale, Sublette County, Wyoming;

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

RECORDED July 31 1987 3:15 PM
IN BOOK 48 mtg PAGE 198
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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

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

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

Dated this 28th day of July A. D. 1987.

In the presence of

Henry Wallace Ruland
HENRY WALLACE RULAND

Debra Kay Ruland
DEBRA KAY RULAND

Released
198 BOOK 16 Rel Page 44

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by HENRY WALLACE RULAND, DEBRA KAY RULAND,

this 28th day of July, 19 87.

Witness my hand and official seal.

Lynn Alexander
Signature
NOTARY PUBLIC
Title of Officer

My Commission Expires: 01/02/90

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, $...

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural numbers and as masculine, feminine, or neuter gender, according to the context.

REAL ESTATE MORTGAGE

Open-End To Secure Present and Future Obligations and Advances

Date: July 31, 1987

John J. Chrisman and Penny L. Chrisman, Husband and Wife

Mortgagors, of Sublette County, Wyoming, in consideration of the advance by Mortgagee to Mortgagors of the principal sum specified below, the receipt of which is hereby acknowledged, and any future, additional or protective advances made to Mortgagors at Mortgagee's option, hereby sell, convey and mortgage to The Federal Land Bank of Omaha 206 South 19th Street, Omaha, Nebraska 68102, Mortgagee, its successors and assigns, from the date hereof until all obligations secured hereby are paid in full, the following-described real estate in Sublette County, Wyoming, to wit:

	Sec.	Twp.	Rg.

See Exhibit "A" which consists of 4 pages

217458

RECORDED July 31 19 87 3:50 PM
IN BOOK 48 mtg PAGE 200
FEES $ 14.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mimi Riley

together with all Mortgagors right, title and interest in said property, including all buildings, fixtures, crops and improvements now on or hereafter placed upon said real property; including also all appurtenances, water, irrigation, and drainage rights; and all rents, issues, uses, profits, and rights to possession; all oil, gas, gravel, rock or other minerals of whatever nature, including geothermal resources; and all personal property that may integrally belong to or hereafter become an integral part of said real estate whether attached or detached, including any appurtenances and accoutrements of any residence secured hereby, and all leases, permits, licenses or privileges, appurtenant or nonappurtenant to said mortgaged premises, now or hereafter issued, extended or renewed by Mortgagor, the State, United States or any department, bureau or agency thereof.

It is understood and agreed between Mortgagors and Mortgagee that this mortgage is given to secure:

(a) A promissory note or notes together with interest thereon executed by Mortgagors to Mortgagee and described as follows:

Date of Note	Principal Amount	Date of Note	Principal Amount
July 31, 1987	141,100.00		

payable according to the terms of said note(s).

(b) And the repayment in full by Mortgagors of any and all future and additional advances which may be made by Mortgagee, at its option, at the request of, and to or for the account of Mortgagors, or any of them, for any purpose, plus interest on all such advances, under any note(s) or other instrument(s) taken in refinancing, extending, renewing, reamortizing or restructuring such indebtedness or any part thereof, all payable according to the terms of said note(s) or other instrument(s); provided, however, that the total principal indebtedness outstanding and secured hereby at any one time shall not exceed the sum of One Hundred Forty One Thousand One Hundred and no/100---------- DOLLARS ($141,100.00), exclusive of interest and of the protective disbursements authorized herein or in the loan agreement(s); provided, further, that THIS PARAGRAPH SHALL NOT CONSTITUTE A COMMITMENT TO MAKE FURTHER OR ADDITIONAL ADVANCES IN ANY AMOUNT AT ANY TIME.

(c) The repayment in full by Mortgagors of all amounts advanced by Mortgagee, at its option, to or on behalf of Mortgagors as protective disbursements authorized herein, in the loan agreement(s), or in other instrument(s) which may be given to evidence such advances plus interest on all such advances, payable as provided in the note(s), loan agreement(s) or other instrument(s).

(d) The payment in full of any and all other past, present or future, direct or contingent, debts and liabilities of Mortgagors to Mortgagee of any nature whatsoever.

This mortgage will be due January 1, 2017 or upon the payment in full of all sums secured hereby.

Mortgagors hereby warrant that they hold fee simple title to the above described property, that they have good and lawful authority to mortgage the same, that said property is free and clear of all liens and encumbrances, except encumbrances of record, and that they will warrant and defend said property against all claimants whomsoever. Mortgagors also hereby waive and relinquish all rights of dower, homestead, distributive share and exemption in and to the above described property.

200 Released BK. 15 Rel. of P. 364

Mortgagor(s) and each of them further covenant and agree with Mortgagee as follows:

(1) To pay all liens, judgments or other assessments against said premises, and to pay when due all taxes, rents, fees or charges upon said premises or under any lease, permit, license or privilege assigned to Mortgagee as additional security to this mortgage, including those on public domain.

(2) To insure and keep insured buildings and other improvements now on or hereafter placed on said premises to the satisfaction of Mortgagee. Such insurance shall be approved by and deposited with Mortgagee, and endorsed with a mortgage clause with loss thereunder payable to Mortgagee. Any sums so received by Mortgagee may be used to pay for reconstruction of the destroyed improvements or if not so applied may, at the option of the Mortgagee, be applied in payment of any indebtedness matured or unmatured secured by this mortgage.

(3) To keep all buildings, fixtures and other improvements now on or hereafter placed on said premises occupied and in good repair, maintenance and condition and to neither commit nor permit any acts of waste or any impairment of the value of the security.

(4) In the event Mortgagors fail to pay any liens, judgments, assessments, taxes, rents, fees or charges or maintain any insurance on the property, buildings, fixtures or improvements as provided herein or in the loan agreement, Mortgagee may, at its option, make such payments or provide insurance, maintenance or repairs and any amounts paid therefor shall become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest from the date of payment as provided in the loan agreement. Provided, however, that the advancement by Mortgagee of any such amounts shall in no manner limit the right of Mortgagee to declare Mortgagors in default or exercise any of Mortgagees other rights and remedies.

(5) In the event Mortgagee is a party to any litigation affecting the security or the lien of this mortgage, including any suit by Mortgagee to foreclose this mortgage or any suit in which Mortgagee is named a defendant (including condemnation and bankruptcy proceedings) Mortgagee may incur expenses and advance payments for abstract fees, attorneys fees (except to the extent prohibited by law), costs, expenses, appraisal fees and other charges and any amounts so advanced shall become part of the principal indebtedness secured hereby, be immediately due and payable and bear interest as provided in the loan agreement.

(6) Any awards made to Mortgagors or their successors by the exercise of eminent domain are hereby assigned to Mortgagee; and Mortgagee is hereby authorized to collect and apply the same in payment of any indebtedness, matured or unmatured, secured by this mortgage.

(7) In the event Mortgagors default in the payment when due of any sums secured hereby (principal, interest, advancements, or protective disbursements), or fail to perform or observe any covenants and conditions contained herein, in the note(s) or in the loan agreement(s), or any proceeding is brought by or against Mortgagors under any Bankruptcy laws, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and bear interest at the default rate as provided in the note(s) or loan agreement(s) and Mortgagee may immediately foreclose this mortgage or pursue any other available legal remedy including foreclosure by advertisement with a power of sale in Mortgagee to the extent provided by state law. Provided, however, that delay by Mortgagee in exercising its rights upon default shall not be construed as a waiver thereof and that any act of Mortgagee waiving any specific default shall not be construed as a waiver of any future default. If the proceeds under such sale and foreclosure are insufficient to pay the total indebtedness hereby secured, Mortgagors do hereby agree to be personally bound to pay the unpaid balance, and Mortgagee shall be entitled to a deficiency judgment.

(8) Upon default, Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of all property and to all rents, issues, crops and profits thereof, from the time of such default and during the pendency of foreclosure proceedings and the period of redemption, the delivery of which may be enforced by Mortgagee by any appropriate suit, action or proceeding. Mortgagee shall be entitled to a Receiver for said property and all rents, issues, crops and profits thereof, without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and the foreclosure costs, fees and expenses. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, notice being hereby expressly waived. The Receiver shall apply all rents, issues, crops, profits, income and revenue of the property to keep the same in good repair and condition, pay all taxes, rents, fees, charges and assessments, pay insurance premiums necessary to keep the premises insured, pay the expense of the receivership and attorney fees incurred by the Receiver, and apply the net proceeds to the payment of the indebtedness secured hereby. Such Receiver shall have all the other usual powers of receivers authorized by law and as the court may direct.

(9) The integrity and responsibility of the Mortgagors constitutes a part of the consideration for the obligations secured hereby. Should Mortgagors sell, transfer or convey the property described herein without prior written consent of Mortgagee, Mortgagee may, at its option, declare the entire indebtedness immediately due and payable and may proceed in the enforcement of its rights as on any other default.

(10) Assignment of Rents including Proceeds of Mineral Lease. Mortagors hereby transfer, set over and convey to Mortgagee all rents, royalties, bonuses and delay moneys that may from time to time become due and payable under any real estate lease or under any oil, gas or other mineral lease of any kind now existing or that may hereafter come into existence, covering the above land or any part thereof. All such sums so received by Mortgagee shall be applied to the indebtedness secured hereby; or said Mortgagee may, at its option, turn over and deliver to the Mortgagors or their successors in interest, any or all of such sums without prejudice to any of Mortgagee's rights to take and retain future sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder to Mortgagee of said rents, royalties, bonuses and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the Mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of this mortgage of record, this conveyance shall become inoperative and of no further force and effect.

(11) The covenants contained in this mortgage shall be deemed to be severable; in the event that any portion of this mortgage is determined to be void or unenforceable, that determination shall not affect the validity of the remaining portions of the mortgage.

John J. Chrisman
John J. Chrisman

Penny L. Chrisman
Penny L. Chrisman

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

On this 31 day of July, A.D., 19 87, before me, a Notary Public, personally appeared John J. Chrisman and Penny L. Chrisman

to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(SEAL)

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

My commission expires October 15, 1990.

BRAD W. WILLFORD
Notary Public - State of Wyoming
Lincoln County, Wyoming
Commission Expires Oct. 15, 1990

MORTGAGE

No. ____

FROM

TO

Filed for record the ____ day of ____, A.D., 19 ____,

at ____ o'clock, ____ M., and recorded in Book ____, of Mortgages on Page ____ of ____ (County) Records,

____, Recorder

By ____, Deputy

WHEN RECORDED, RETURN TO

TOWNSHIP 29 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 18 : Lots 3 and 4(W½SW¼), E½SW¼, SW¼SE¼ and Tract 59 EXCEPT THAT PART OF TRACT 59 situated south and east of the centerline of Sublette County Road No. 23-134, more particularly described as follows: Beginning at the southeast corner of said Tract 59; thence, North along the east line of Tract 59, a distance of 654.46 feet to a point on the centerline of Sublette County Road No. 23-134; thence, S.52°08'24"W., along the centerline of the county road, a distance of 824.80 feet; thence, S.61°26'06"W., continuing along the centerline of the county road a distance of 235.49 feet to a point on the south line of Tract 59; thence, S.87°36'18"E., along the south line of Tract 59, a distance of 858.73 feet to the Point of Beginning.

Section 19 : Lot 1(NW¼NW¼), NE¼NW¼, NW¼NE¼ EXCEPT A PARCEL consisting of all land lying south and east of the centerline of Sublette County Road No. 23-134 in the NW¼NE¼ and the NE¼NW¼ more particularly described as follows: Beginning at the Southeast corner of the NW¼NE¼ of said Section 19; thence, N.00°01'24"E., along the East line of the NW¼NE¼ a distance of 1246.49 feet to a point on the centerline of Sublette County Road No. 23-134; thence, S.65°03'00"W., along said centerline a distance of 2681.96 feet to a point on the South line of the NE¼NW¼ of Section 19; thence, S.87°17'45"E., along said South line a distance of 1109.11 feet to the Southeast corner of the NE¼NW¼; thence, S.87°17'52"E., along the South line of the NW¼NE¼ a distance of 1324.78 feet to the Point of Beginning.

TOWNSHIP 29 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 10 : S½NE¼, N½SE¼, NE¼NW¼SE¼SE¼, N½NE¼SE¼SE¼;
Section 11 : SW¼NW¼, NW¼SW¼, SE¼SW¼, S½SE¼, N½N½SW¼SW¼, SE¼NE¼SW¼SW¼;
Section 12 : S½SW¼, SW¼SE¼;
Section 13 : W½NE¼, NW¼, N½SW¼, S½S½, N½SE¼;
Section 14 : N½NE¼, SE¼SE¼, NE¼SE¼NE¼, N½NW¼SE¼NE¼, SE¼NW¼SE¼NE¼, N½SE¼SE¼NE¼, SE¼SE¼SE¼N
Section 24 : N½NE¼, NE¼NW¼ EXCEPT A TRACT located in the N½NE¼ more particularly described as follows:
Beginning at a point which is N.87°42'10"W., a distance of 315.97 feet from the Southeast corner of the N½NE¼ of said Section 24; thence, N.87°42'10"W., a distance of 870.50 feet; thence, North a distance of 604.93 feet; thence, N.86°21'45"E., a distance of 765.00 feet; thence, South a distance of 318.47 feet to the Point of Beginning; AND EXCEPT a tract located in the N more particularly described as follows: Beginning at a point which is Sout a distance of 1283.81 feet and N.87°42'10"W., a distance of 1186.47 feet from the Northeast corner of said Section 24; thence, N.87°42'10"W., a distance of 1357.25 feet; thence, N.59°32'59"E., a distance of 137.35 feet thence, N.70°49'45"E., a distance of 561.29 feet; thence, N.59°13'38"E., a distance of 357.81 feet; thence, N.69°36'44"E., a distance of 304.40 feet; thence, N.86°21'45"E., a distance of 114.71 feet; thence, South a distance of 604.93 feet to the Point of Beginning.

(CONTINUED)

John J. Chrisman 7/31/87 Date — Penny L. Chrisman 7/31/87 Date

EXCEPTING THAT part of the SE¼NE¼ Section 10 and SW¼NW¼ Section 11, T.29N., R.112W., conveyed to Flora D. Miley in Warranty Deed recorded March 31, 1987 in Book 27 of Deeds, page 310, more fully described as follows:
A parcel in and being a portion of the SW¼NW¼ Section 11, and the SE¼NE¼ Section 10, Township 29 North, Range 112 West of the 6th Principal Meridian, Sublette County, Wyoming, and being more particularly described as follows:

BEGINNING at the northeast corner of said Parcel, said corner lying S.0°13'12"E., 31.86 feet from the northeast corner of said SW¼NW¼ Section 11, T.29N., R.112W., and being in the centerline of 80 feet wide Sublette County Road No. 23-151;
thence from said northeast corner and Point of Beginning S.0°13'12"E., 1109.88 feet along the east boundary of said Parcel to the southeast corner thereof;
thence along the south line of said Parcel S.85°38'01"W., 827.50 feet to an angle point;
thence N.58°20'33"W., 1048.59 feet along the southerly line thereof to a point and intersection with the centerline of said County Road No. 23-151;
thence N.79°06'38"E., 51.91 feet along said centerline to an angle point;
thence N.65°25'57"E., 82.24 feet along the centerline of said road to an angle point;
thence N.20°52'47"W., 427.92 feet along the westerly line of said Parcel and the centerline of a 20 feet wide easement for usage at sellers discretion, to an angle point;
thence N.77°02'50"E., 429.59 feet along said easement centerline and northerly line of said Parcel to an angle point;
thence N.0°22'31"W., 194.50 feet along the westerly line of said Parcel and the west line of said SW¼NW¼ Section 11 to the northwesterly corner thereof;
thence S.86°31'45"E., 764.57 feet along the north line of said Parcel and the north line of said SW¼NW¼ Section 11, to an angle point;
thence S.23°35'36"W., 327.60 feet along the easterly line of said Parcel to a point and intersection with the centerline of said Sublette County Road No. 23-151;
thence N.70°30'25"E., 591.41 feet along said centerline and northerly line of said Parcel to an angle point;
thence N.74°29'E., 138.67 feet along the centerline of said road and northerly line of said Parcel to the POINT OF BEGINNING.

ALSO EXCEPTING THAT part of the S½NE¼, N½SE¼ and NE¼NW¼SE¼SE¼ of Section 10, T.29N., R.112W. conveyed to Billy K. McAdams and Carmen M. McAdams in Warranty Deed recorded September 25, 1986 in Book 26 of Deeds, page 664, more fully described as follows:

BEGINNING at the intersection of the of the center-line of the said South Piney County Road No. 23-151 with the west line of the said N½SE¼, S.00°09.0'E., 495.79 feet from the northwest corner of the said N½SE¼;
thence coursing the said center-line as follows:
N.49°45.4'E., 34.20 feet;
N.65°40.4'E., 228.40 feet;
N.59°48.4'E., 886.98 feet;

(CONTINUED ON PAGE 3)

John A. Chrisman 7/31/87
John A. Chrisman Date

Penny L. Chrisman 7/31/87
Penny L. Chrisman Date

(McAdams)
N.71°14.4'E., 219.11 feet;
N.71°14.4'E., 622.55 feet and leave said roadway;
thence S.00°09.0'E., 15.00 feet to a point;
thence continuing S.00°09.0'E., 2053.12 feet to a point on the south line of the said NE¼NW¼SE¼SE¼;
thence N.87°19.8'W., 149.21 feet along the said south line to the southwest corner of the said NE¼NW¼SE¼SE¼;
thence N.00°07.8'E., 329.86 feet along the west line of the said NE¼NW¼SE¼SE¼ to the northwest corner;
thence N.87°20.9'W., 330.91 feet along the south line of the said N½SE¼ to the southwest corner of the NE¼SE¼ of said Section 10;
thence continuing N.87°20.9'W., 1323.65 feet along the said south line to the southwest corner of the said N½SE¼;
thence N.00°09.0'W., 821.84 feet along the west line of the said N½SE¼ to the intersection of BEGINNING, AND THAT PART OF THE SW¼NE¼ and NW¼SE¼ of Section 10, T.29N., R.112W., 6th P.M., described as follows:
BEGINNING at the intersection of the center-line of the said South Piney County Road No. 23-151 with the west line of the said NW¼SE¼, S.00°09.0'E., 495.79 feet from the northwest corner of the said NW¼SE¼;
thence N.00°09.0'W., 495.79 feet along the west line of the said NW¼SE¼ to the northwest corner;
thence continuing N.00°09.0'W., 1321.49 feet along the west line of the said SW¼NE¼ to the northwest corner;
thence S.87°23.9'E., 1211.40 feet along the north line of the said SW¼NE¼ to a point;
thence S.00°09.0'E., 1104.57 feet to a point;
thence continuing S.00°09.0'E., 23.00 feet to an intersection with the center-line of the said County Road;
thence coursing the said center-line as follows:
S.71'14.4'W., 219.11 feet;
S.59°48.4'W., 886.98 feet;
S.65°40.4'W., 228.40 feet;
S.49°45.4'W., 34.20 feet to the intersection of BEGINNING.

ALSO EXCEPTING A PARCEL OF LAND BEING A PORTION OF THE SW¼NW¼ OF SECTION 11, T.29N., R.112W., 6th P.M., Sublette County, Wyoming, and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and also said SW¼NW¼ Section 11;
thence along the easterly line of said Parcel and SW¼NW¼, Section 11, S.0°13'12"E., 31.86 feet to the southeasterly corner of said Parcel and a point in and intersection with the centerline of 80 feet wide South Piney County Road No. 23-151;
thence along the southerly line of said Parcel and the centerline of said County Road, S.74°29'W., 138.67 feet to a point;
thence S.70°30'25"W., 591.41 feet to the southwesterly corner of said Parcel;
thence along the westerly line of said Parcel, N.23°35'36"E., 327.60 feet to the northwesterly corner of said Parcel and a point in and intersection with the northerly line of said SW¼NW¼, Section 11;
thence along the northerly line of said Parcel and SW¼NW¼, Section 11, S.86°31'45"E., 560.89 feet to the Point of Beginning.

(CONTINUED ON PAGE 4)

John J. Chrisman 7/31/87 Date
John J. Chrisman

Penny L. Chrisman 7/31/87 Date
Penny L. Chrisman

ALSO EXCEPTING THE FOLLOWING PARCEL OF LAND:
The SW¼SE¼ and Tract 59 in Section 18, T.29N., R.111W. and the NW¼SE¼ of Section 19, T.29N., R.111W., 6th P.M., lying an being situate northerly of the center-line of the Big Piney-Calpet County Road No. 23-134 and lying and being situate easterly of the existing north-south power line as it exists April 29, 1987 at 7:00 A.M., MDST.

John J. Chrisman 7/31/87
John J. Chrisman Date

Penny L. Chrisman 7/31/87
Penny L. Chrisman Date

[redacted] [redacted] [redacted]

MORTGAGE DEED—FORM NO. 4-A THE MILLS COMPANY, SHERIDAN 154129

MORTGAGE

THIS MORTGAGE, made this 3rd day of August, 19 87, between ALLEN WALTER BOLING AND LINDA L. BOLING, Husband and Wife,

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and the Rock Springs National Bank, a United States Banking Corporation, doing business at 333 Broadway, Rock Springs,

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

The Mortgagor, for and in consideration of the sum of **Thirty-seven thousand and no/100**

($ 37,000.00) 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 10, FAVAZZO SUBDIVISION (Favazzo Subdivision NO. 1), Sublette County, WYOMING.

211423

RECORDED Aug. 3 1987 1:50 PM
IN BOOK 48 mtg PAGE 206
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

Released
Dec 15, 1994

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-seven thousand and no/100**----------
---------- ($ 37,000.00) Dollars, together with interest thereon at the rate of **Eleven** per cent (11%) per annum from August 3, 1987, until paid, according to the conditions of one promissory note, dated August 3, 1987, the ultimate maturity date of which is August 3, 1997, which promissory note was executed and delivered by Allen Water and Linda L. Boling, husband and wife in monthly payments of **Five hundred nine and 68/100 ($509.68) principal and interest, 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. 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 Thirty seven thousand and no/100---------- ($37,000.00----------) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

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

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

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

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

[redacted] [redacted] [redacted]

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

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

Allen Walter Boling

Linda L. Boling

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 3rd day of August, 19 87, before me personally appeared

Allen Walter Boling and Linda L. Boling, 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: 12-20-90

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: .

208

209 Released BK 17 pg 512 8/20/95

THE TITLE GUARANTY COMPANY OF WYOMING, INC
FORM 4½ C

MORTGAGE DEED

217499

Thi. .trument Filed for Record on the
7 day of Aug., 1987 at 9 o'clock A M.
and Recorded in Book 48 of Mtg
Page 209
Fees: 4.00 Mary L. Lunsford
County Clerk
By Bonnie Riley

PAUL E. AND DIANE TAYLOR

mortgagor, of Beaverhead County, State of Montana, to secure the payment of FOURTEEN THOUSAND NINE HUNDRED FIFTY FOUR and 34/100--------Dollars, due 9/10/87 with interest thereon at the rate of 10 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable Interest payable monthly, principal due at maturity

in accordance with the provisions of that certain promissory note, dated Sept. 10, 1986, hereby mortgage and warrant to mortgagee, Norwest Bank Dillon, National Association

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

Lot Number Thirty-nine (39) Half Moon Mountain subdivision, Fourth 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 appurtenants thereunto appertaining, SUBJECT TO reservations and restrictions of record or in use; SUBJECT TO easements and rights-of-way of record or in use; SUBJECT TO those covenants of Half Moon Mountain Subdivision recorded July 3, 1973, in Book 29 of Misc., page 69, SUBJECT TO any and all building reservations and restrictions of record or in use.

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 -0- ($ -0-) 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 hand this 7th day of October, 19 86

Paul E. Taylor

Diane Taylor

Attest Seal:

STATE OF Montana }
COUNTY OF Beaverhead } ss.

The foregoing instrument was acknowledged before me by Paul E Taylor and Diane Taylor

this 7th day of October, 19 86

Witness [redacted] and official seal.

[redacted]

My Commission 3/23/87

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Robert D. Carlson & Miriam A. Carlson husband & wife

residing at 344 N. Franklin (Rural Route—Street) Pinedale (City) Sublette (County)

State of Wyoming, herein called the "Mortgagor," to secure the payment of $ 31000.00, 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 Sublette, State of Wyoming, to-wit:

LOT ELEVEN (11) BLOCK ONE (1) HENNICKS SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

217536

RECORDED Aug 10 1987 4:45PM
IN BOOK 48 mtg PAGE 210
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

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 29th day of July, 19 87.

STATE OF WYOMING)
) SS.
COUNTY OF Sweetwater)

Robert D. Carlson (SEAL)

Miriam A. Carlson (SEAL)

(SEAL)

(SEAL)

The foregoing instrument was acknowledged before me

by Robert D. & Miriam A. Carlson husband & wife

this 29th day of July, 19 87

Witness my hand and official seal.

My Commission Expires: My Commission Expires Sept. 30, 1989

Notary Public

611177 Rev. 10-83

210 Released BK. 14 Rel @ pg. 395

211

217551

RECORDED August 11 1987 2:00 P.M.
IN BOOK 48 Mtg. PAGE 211
FEES $10.00 Mary L. Lankford 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 AUGUST 4, 19 87. The mortgagor is ROBERT G. LINN AND HELENA F. LINN, AS JOINT TENANTS ("Borrower"). This Security Instrument is given to FIRST WYOMING BANK - BIG PINEY, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 440 BUDD AVENUE, BIG PINEY, WY 83113 ("Lender"). Borrower owes Lender the principal sum of EIGHT THOUSAND FOUR HUNDRED TWENTY FOUR AND 32/100 ********** Dollars (U.S. $ 8,424.32). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 5, 1990. 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 E½NE¼ AND LOT 7(NE¼SE¼) OF SECTION 15, T.30N., R.110W., 6TH P.M., SUBLETTE COUNTY, WYOMING described as follows:

Beginning at the northeast corner of said Section 15 identical with the southeast corner of that tract of record in the Office of the Clerk of Sublette County in Book 20 of Deeds, page 281 where found a 2" galvanized steel pipe with brass cap marked "T30N R110W S10 S11 1968";
S15 S14
thence, S.01°18'E., the base bearing for this survey, 2640.29 feet, more or less, along the east line of said Section 15 to an intersection with the center-line of State Highway 351; thence, S.69°42.5'W., 1001.30 feet, more or less, along said center-line to an intersection with the east line of that tract of record in the said Office in Book 18 of Deeds, page 385; thence, along the east line of said tract of record in Book 18 as follows: thence, N.07°48'48"W., 102.35 feet to a corner on the northerly right-of-way line of said Highway; thence, continuing N.07°48'48"W., 137.98 feet to a 3/8"x12" steel spike on the north line of said Lot 7, S.87°13'48"E., 354.00 feet from the northwest corner of said Lot 7; thence, continuing N.07°48'48"W., 946.25 feet to a corner; thence, N.08°48'48"W., 639.72 feet to a corner; thence, N.00°00'48"W., 91.73 feet to a corner; thence, N.12°52'12"E., 613.12 feet to a corner and leave said east line; thence, N.61°15'E., 604.47 feet to the southwest point of said tract of record in Book 20; thence, N.67°08.5'E., 512.28 feet along the southerly line of said tract of record in Book 20 to the Corner of Beginning.

EXCEPTING THEREFROM THE LINN SUBDIVISION, SUBLETTE COUNTY, WYOMING as described on the Plat of said Subdivision recorded March 15, 1983 in Book 41 of Misc., page 549.

which has the address of P.O. BOX 308 [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 a 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 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 convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. **Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X Robert G. Linn
ROBERT G. LINN (Seal) —Borrower

X Helena F. Linn
HELENA F. LINN (Seal) —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this August 4th, 1987 by
(date)
ROBERT G. LINN AND HELENA F. LINN
(person acknowledging)

My Commission expires:
December 1, 1990

Scott R. Estep
Notary Public

Scott R. Estep - Notary Public
County of Sublette State of Wyoming
My Commission Expires December 1, 1990

215 rcsd. bk. 27 pg. 159 3/26/07

State of Wyoming

Mortgage

FHA Case No.
591-0439303-203

Know All Men by These Presents, That Barbara Mullin, a single woman

herein designated as Mortgagor, of P.O. Box 23 Big Piney, County of Sublette, State of Wyoming 83113, 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 --Seven and seven eighths-- per centum (07.875 %) 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 Fifty Four and 72/100 -- Dollars ($ 554.72), commencing on the first day of October 19 87, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September 2012, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 1 and 2, Block 53, Marbleton Townsite, Sublette County, Wyoming

217568

RECORDED Aug 12 19 87 2:00 PM
IN BOOK 48 mtg PAGE 215
FEES $ 14.00 Mary L. Lankford 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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee when the ineligibility for insurance under the

216

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

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

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

And the said wife of the said upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage 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 12th day of August , 19 87

In the presence of—

Jan Riley

Barbara Mullin

Barbara Mullin

The State of Wyoming

ss:

County of Sublette

On this 12th day of August, 19 87, before me personally appeared Barbara Mullin 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 notarial seal, this 12th day of August, A.D. 19 87

[SEAL]

My commission expires 10-2-89

Jan Riley

Notary Public.

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

State of Wyoming

ss:

County of

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

County Clerk and ex officio Register of Deeds

Fee: $

By

Deputy

218

FHA DUE ON TRANSFER RIDER

This rider is made this 12th day of August, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed 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 Mortgage, Deed of Trust, or Security Deed and located at 302 Rakestraw, Marbleton, Wy 83113 (property address)

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Borrower accepts and agrees to the terms contained in this rider.

Barbara Mullin (Borrower)
Barbara Mullin

_____ (Borrower)

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 10th day of August, 1987.

Barbara Mullin
Signature

Signature

Barbara Mullin
Printed

Printed

WCDA MPP FORM #209A (5/84)

221

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 _____

Barbara Mullin

and appears recorded in book 48 of mortgages, beginning on page 215 in the office of the County Clerk of ~~XXXXX~~ Sublette County, Wyoming, and which covers property described as follows:

Lots 1 and 2, Block 53, Marbleton Townsite, Sublette County, Wyoming

217569

RECORDED Aug 12 1987 2:00 P.M.
IN BOOK 48 Mtg. PAGE 221
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, Deputy

together with the note or notes 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 the 12th day of August, 1987.

*Doing business without a corporate seal.

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 12th day of August 1987.

Witness My hand and official seal.
My Commission expires: 7-18-88

Teton County, State of Wyoming
Commission expires: July 18, 1988.

David R. Albrecht

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MILTON L. HIGGINS and VICKIE D. HIGGINS, husband and wife,

7562 H Quail Wood Drive, Charlotte, NC 28226

mortgagor S, of Mecklenburg County, State of North Carolina, to secure the payment of

Nineteen Thousand Five Hundred and NO/100 ($19,500.00) Dollars, ~~xxx~~

with interest from 7/15/87 at the rate of ten (10%) per cent per annum, payable monthly ~~xxxxxxx~~

evidenced by One (1) promissory note, of even date herewith, payable in monthly payments of $400.00 each, which include interest at the rate of 10% per annum; first said payment due 8/15/87 and shall continue on the 15th day of each month thereafter until paid in full, do es hereby mortgage to

LOIS RENZELMAN

mortgagee, whose address is 12710 Palomino

Calhan, CO 80808

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

Lot Sixty-Four (64), Big Country Ranches Fourth Filing, Sublette County, Wyoming, as the same appears on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents or of record and to easements and rights-of-way of record or in use; prior mineral reservations of record, and;
FURTHER SUBJECT TO restrictions governing Big Country Ranches Fourth Filing filed in the office of the Sublette County Clerk on 10/3/78, Book 34 of Miscellaneous, page 534.

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

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

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

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

Dated this 27 day of July A. D. 1987.

In the presence of

~~XXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXX~~
~~My Commission Expires November 22, 1987~~

Milton L. Higgins
MILTON L. HIGGINS

Vickie D. Higgins
VICKIE D. HIGGINS

4/19/95
222 Released BK 17 Rel. pg. 322

223

State of WYOMING
NORTH CAROLINA
County of SUBLETTE
MECKLENBURG } ss.

The foregoing instrument was acknowledged before me by MILTON L. HIGGINS,
VICKIE D. HIGGINS,
this 27 day of July, 1987.

Witness my hand and official seal.

Susan J. Rodgers
County of
Sublette
My Commission expires
Dec. 12, 1990
Notary Public
State of
Wyoming

My Commission Expires:

Susan J. Rodgers
Signature
NOTARY PUBLIC
Title of Officer

217575

RECORDED Aug. 12 1987 4:50 PM
IN BOOK 48 mtg PAGE 222
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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, $...

217614

RECORDED Aug 1st 14, 1987 10:30 AM
IN BOOK 48 Mtg. PAGE 224
FEES $ 10.00 Mary A. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

Released. See Misc. Book No. 10, Page 628.

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 7, 19 87. The mortgagor is John R. Ball aka John Robert Ball and Jana S. Ball aka Jana L. Ball, Husband and Wife ("Borrower"). This Security Instrument is given to FIRST WYOMING BANK - BIG PINEY, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 440 BUDD AVENUE, BIG PINEY, WY 83113 ("Lender"). Borrower owes Lender the principal sum of TWENTY FIVE THOUSAND THREE HUNDRED THIRTY NINE AND 50/100 Dollars (U.S. $ 25,339.50). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 5, 1992. 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 6, BALL SECOND ADDITION TO THE TOWN OF MARBLETON,
SUBLETTE COUNTY, WYOMING.
AND
LOT 2 AND 3, BLOCK 4, BALL FIRST ADDITION TO THE TOWN OF MARBLETON,
SUBLETTE COUNTY, WYOMING.

which has the address of 603 E. 5TH STREET [Street], MARBLETON [City],
Wyoming 83113 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

9. Condemnation. The pr eeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of a 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 tak g of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then d e, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise ag e 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 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 mon ly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Releas d; 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 rele se the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proc dings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums s ured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in intere t. 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 Assig 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 Proper y 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 accommod tions 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 inte preted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X John R. Ball (Seal)
John R. Ball aka John Robert Ball —Borrower

X Jana L. Ball (Seal)
Jana S. Ball aka Jana L. Ball —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this August 7, 1987 (date) by John R. Ball aka John Robert Ball and Jana S. Ball aka Jana L. Ball (person acknowledging)

My Commission expires: December 1, 1990

Scott R. Estep - Notary Public
County of Sublette State of Wyoming
My Commission Expires December 1, 1990

Notary Public

State of Wyoming

Mortgage

FHA Case No.
591-0469386-703

Know All Men by These Presents, That Francis L. Anderson and Doylene R. Anderson, husband and wife herein designated as Mortgagor, of P.O. Box 66 Cora, County of Sublette, State of Wyoming 82925, to secure the payment of the principal sum of --Seventy Seven Tho and 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 Comapny, 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 Eighty Three and 19/100-- Doll... ($ 683.19), commencing on the first day of October 19 87, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September 2017, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

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.

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

228 Released Book 15, Page 552

229

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee when the ineligibility for insurance under the

National Housing Act is due to the Mo.'gagee's failure to remit the mortgage insurance premium to the 'Department of Housing and Urban Development.

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

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

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

And the said wife of the said upon the consideration aforesaid, does hereby rel..e and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

In Witness Whereof, the Mortgagor(s), ha ve hereunto set their hand(s) this 14th day of August , 19 37

In the presence of—

Francis L. Anderson

Doylene R. Anderson

217822

RECORDED Aug. 14 1987 3:40 P M
IN BOOK 48 mtg PAGE 228
FEES $ 12.00 Mary L. Lank Co. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ritz

230

The State of Wyoming

ss:

County of Sublette

On this 14th day of August, 19 87, before me personally appeared Francis L. Anderson and Doylene R. Anderson 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 14th day of August, A.D. 19 87

[SEAL]

My commission expires: John Overgaag, County of Sublette, My Commission Expires: Notary Public, State of Wyoming, Oct. 24, 1988

John Overgaag

Notary Public.

State of Wyoming

ss:

County of

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

County Clerk and ex officio Register of Deeds

Fee: $

By

Deputy

[redacted] [redacted] [redacted]

FHA DUE ON TRANSFER RIDER

This rider is made this 14th day of August, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed 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 Mortgage, Deed of Trust, or Security Deed and located at 21 Carter Avenue, Cora, Wy 82925
(property address)

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Borrower accepts and agrees to the terms contained in this rider.

Francis L. Anderson
(Borrower)
Francis L. Anderson

Doylene R. Anderson
(Borrower)
Doylene R. Anderson

ASSIGNMENT OF MORTGAGE

217023

RECORDED Aug. 14 1987 3:40 P.M.
IN BOOK 48 PAGE 233
FEES 4.00 Mtg COUNTY CLERK
SUBLETTE COUNTY CLERK
By Lana Kay Mtg Deputy

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 Francis L. Anderson and Doylene R. Anderson and appears recorded in book 48 of mortgages, beginning on page 228 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

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.

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 14th day of August, 1987.

*Doing business without a corporate seal.

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 14th day of August 1987.

Witness My hand and official seal.
My Commission expires: 8-88

Notary Public

[redacted] [redacted] [redacted]

FOR LENDER USE ONLY	Account Number	Loan Number	Date of Note	Due Date	Principal Amount
		84088	07-30-87	12-30-92	$41,464.58

References above to any particular loan or item do not limit the applicability of this mortgage.

MORTGAGE

Borrower: Schaffer Water Service, Inc.
P.O. Box 367
LaBarge, Wyoming 83123

Lender: Norwest Bank Kemmerer, N.A.
716 Pine Ave.
Kemmerer, WY 83101

Borrower is the owner of the following described real property located in the County of Sublette and the State of Wyoming (the "Real Property"):

Tracts 48 and 49 Sections 27 and 28 T 28 N Range 113 W of the 6 P.M. Sublette County, Wyoming

21762

RECORDED Aug. 14 1987 4:00 PM
IN BOOK 48 Mtg. PAGE 234
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

Alice McGinnis Schaffer
[redacted] has agreed to offer the Real Property in support of an obligation of ☒ Borrower ☐ _____ ("Obligor") in the principal amount of $ 41,464.58 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 December 30, 1992

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 July 30, 1987,
  - ☐ 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.

234

3. **Taxes and Liens.**

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 a 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, assignment for the benefit of creditor by, the commencement of any proceeding under any bankruptcy or [redacted] laws by or against, or [redacted] obtain dismissal or default by the contents of any petition under any bankruptcy or insolvency laws within [redacted] required to answer by Borrower or any of the individuals or entities who are herein collectively referred to as "Borrower."

(f) Default of Borrower under any prior obligation or instrument securing any prior obligation, or commencement of any suit or other action to foreclose any prior lien.

(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.

11.9 **Mobile Homes.** If the Mortgaged Property includes mobile homes, motor homes, modular homes, or similar structures, such structures 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.

SCHAFFER WATER SERVICE, INC.

7-30-87 X Richard Schaffer President _____ X Alice McGinnis Schaffer

Date Borrower Date Borrower

INDIVIDUAL ACKNOWLEDGEMENT

Pat Wilson Notary Public
County of Lincoln State of Wyoming
My Commission Expires Mar 20, 1991

STATE OF Wyoming)
) ss
County of Lincoln)

On this day personally appeared before me Alice McGinnis Schaffer

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 she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 30th day of July, 1987.

BY Pat Wilson Residing at Kemmerer

Notary Public in and for the state of: Wyoming My commission expires 3-20-91

CORPORATE / PARTNERSHIP ACKNOWLEDGEMENT

Notary Public
County of Lincoln State of Wyoming
My Commission Expires Mar 20, 1991

STATE OF Wyoming)
) ss
County of Lincoln)

On this 30th day of July, 1987, before me Richard Schaffer, _____, 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 Pat Wilson Residing at Kemmerer

Notary Public in and for the state of: Wyoming My commission expires 3-20-91

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MORTGAGE DEED—FORM NO. 4[illegible]

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARY L. MARINER, a single woman

mortgagor, of Sublette County, State of Wyoming, to secure the payment of Twenty Two Thousand and N /100 Dollars, due 8/15/97 with interest from 8/15/87 at the rate of 12 (twelve) per cent per annum, payable monthly ~~annually~~ evidenced by 1 (one) promissory note, of even date herewith, payable in 120 equal monthly payments of $315.65 each, which include interest at the rate of 12% per annum; first said payment due 9/15/87 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, WY 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land situate in the SE¼NW¼ of Section 6, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming as the same appears of record on the official map or plat thereof as filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming, and more particularly described as follows, to-wit:

Beginning at a point on the North-South center-line of said Section 6, N.00°26'38"E., a distance of 408.18 feet from the center one-quarter section corner of said Section 6;
Thence proceed N.00°26'38"E., a distance of 634.97 feet;
Thence proceed N.89°21'20"W., a distance of 686.01 feet;
Thence proceed S.00°26'38"W., a distance of 634.97 feet;
Thence proceed S.89°21'20"E., a distance of 686.01 feet to the point of beginning.

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

RECORDED August 17 1987 4:00 P.M.
IN BOOK 48 Misc. PAGE 238
FEES $0.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
217650
By: Kathy Hansen Deputy

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

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

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

Dated this 14 15 day of August A. D. 1987.

In the presence of

Mary L. Mariner
MARY L. MARINER

238 Released BK. 15 Rel. @ pg. 420

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by MARY L. MARINER,

this 14th day of August, 1987.

Witness my hand and official seal.

Signature

NOTARY PUBLIC
Title of Officer

My Commission Expires: 1/ /91

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

This instrument was filed for record at

o'clock M., on the

day of A. D. 19

and duly recorded in Book

Page

By Deputy Clerk

County Clerk and Ex-Officio Register of Deeds.

No. Fees, $

State of Wyoming

Mortgage

FHA Case No.
591-0467718-248

Know All Men by These Presents, That

Arden Armel, a single woman

herein designated as Mortgagor, of Marbleton, County of Sublette, State of Wyoming, to secure the payment of the principal sum of -----Forty Three Thousand Eight Hundred Twenty Two and no/100---------- Dollars ($ 43,822.00), with interest at the rate of ----Seven and Seven Eighths---------- per centum (7.8750 %) per annum as evidenced by a promissory note of even date herewith to the order of

First Wyoming Bank - Kemmerer

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 Four and 62/100-Dollars ($ 334.62), commencing on the first day of October 1987, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September 2012, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

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

217655

RECORDED Aug 18 1987 10:00 AM
IN BOOK 48 mtg PAGE 240
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mara Riley

317 W. Fourth Street
Marbleton, Wy. 83113

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

240

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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 Ninety (90) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the Ninety (90) 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 Mortgagee 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.

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

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

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

And the said wife of the said upon the consideration aforesaid, does hereby release and forever 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 her hand(s) this 14th day of August , 19 87

In the presence of—

Arden Armel

ARDEN ARMEL

The mortgagee shall, with the prior approval of the Federal Housing Commissioner or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of th property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. AA

The State of Wyoming
County of Lincoln ss:

On this 14th day of August, 19 87, before me personally appeared Arden Armel 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 14th day of August, A.D. 19 87

[SEAL]

WILLIAM R. JAMES
NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
My Commission Expires January 16, 1990

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 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(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 14th day of August, 1987.

Arden Armel
Signature

Signature

ARDEN ARMEL
Printed

Printed

WCDA MPP FORM #209A (5/84)

245

ASSIGNMENT OF MORTGAGE

First Wyoming Bank - Kemmerer

FOR VALUE RECEIVED, the , a corporation organized and existing under , 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 Arden Armel, a single woman

and appears recorded in book 48 of mortgages, beginning on page 240 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

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

212888

RECORDED Aug 18 1987 10:00 AM
IN BOOK 48 mtg PAGE 245
FEES $ 4.00 Mary L. Lee, Deputy COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

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 14th day of August, 1987.

FIRST WYOMING BANK - KEMMERER
- CORPORATE SEAL -
STATE OF WYOMING

By William R. James
William R. James, Vice-President

Attest: Mae Jean Julian
Title Mae Jean Julian, Vice-President

STATE OF Wyoming }
COUNTY OF Lincoln } ss.

The foregoing instrument was acknowledged before me by William R. James

this 14th day of August, 1987

Witness my hand and official seal.

My Commission expires: June 29, 1989

Notary Public
County of Lincoln
State of Wyoming
My Commission Expires June 29, 1989

Title of Officer

WCDA Form Number 203
12/79

[redacted] [redacted] [redacted]

RELEASE OF REAL ESTATE MORTGAGE (BY INDIVIDUAL) FORM NO. 10 THE WILES COMPANY, SHERIDAN

KNOW ALL MEN BY THESE PRESENTS, That HAROLD REACH and LEDA I. REACH, husband and wife,

of the County of Sublette, and State of Wyoming, do hereby certify that a certain mortgage bearing date the 5th day of May, A. D. 19 82, made and executed by HAROLD REACH and LEDA I. REACH, as mortgagor S, to EMI JOE BERTAGNOLLI and MARILYN T. BERTAGNOLLI, as mortgagee S, conveying certain real estate therein mentioned as security for the payment of $ 7,796.20 as therein stated, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, State of Wyoming, on the 11th day of June, 19 82, in Book 35 of Mortgages, at page 490, and mortgaging the following described real estate in said County, to-wit:

ALL LANDS DESCRIBED IN SAID MORTGAGE

is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released, and discharged; and in consideration thereof the said mortgagee S do hereby release and quitclaim unto the said mortgagor S the premises thereby conveyed and mortgaged.

WITNESS our hand this 18th day of August, A. D. 19 87.

Signed, Sealed and Delivered in the presence of:

Harold Reach
HAROLD REACH

Leda I. Reach
LEDA I. REACH

NOTE: If it is not desired to describe lands in space therefor, insert the following: "All lands described in said mortgage."

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by HAROLD REACH and LEDA I. REACH

this 18th day of August, 1987.

Witness my hand and official seal.

Susan J. Rodgers
Notary Public
County of Sublette
State of Wyoming
My Commission expires Dec. 12, 1990

Susan J. Rodgers
Signature
NOTARY PUBLIC
Title of Officer

My commission expires on the 12th day of Dec., A. D. 19 90.

RELEASE OF REAL ESTATE MORTGAGE (BY INDIVIDUAL)

FROM

TO

STATE OF WYOMING, County of Sublette } ss.

This instrument was filed for record at 11:00 o'clock A. M., on the 18 day of August, A. D. 1987 and duly recorded in Book 49 mtg. on Page 246.

Mary E. Lunsford
County Clerk and Ex-Officio Register of Deeds.

By Diane Riley Deputy.

No. 217661 Fees, $ 4.00

247

Position 5

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

CORRECTED SUBSEQUENT
REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into~~by~~ on behalf of SUBLETTE COUNTY RETIREMENT CENTER, a corporation organized and existing under the laws of the State of Wyoming with principal place of business in ~~xxxxxxx~~ Sublette County, Wyoming, whose post office address is Box 788, Pinedale, Wyoming 82941, herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601 and

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
August 11, 1981	$1,000,000.00	5%	August 11, 1022
June 18, 1987	700,000.00	5 3/4%	June 18, 2017

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

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

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

217662

RECORDED Aug 18 19 87 1:35 PM
IN BOOK 48 Misc PAGE 247
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

[redacted] [redacted] [redacted]

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

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

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

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

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

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

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

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

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

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

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

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

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

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

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

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

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

(26) This instrument also secures the obligations and covenants of Borrower set forth in Loan Resolution of July 14, 1986, which is hereby incorporated herein by reference.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 17th day of August, 19 87

SUBLETTE COUNTY RETIREMENT CENTER

BY: Robert V. Thompson

Robert V. Thompson, president

(SEAL)
Attest: Nellie Rogers

Nellie Rogers, secretary

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by Robert V. Thompson, president of Sublette County Retirement Center, this 17th day of August, 19 87

Witness my hand and official seal.

Elbora Ferrara Notary Public
County of Sublette State of Wyoming
My Commission Expires: Dec. 1, 1989

Notary Public

(SEAL)

My commission expires: 12-1-89

GPO 836 - 892

EXHIBIT " A "

A TRACT OF LAND LOCATED IN THE E1/2SW1/4SW1/4 OF SECTION 34, T. 34 N., R. 109 W., 6TH P.M., SUBLETTE COUNTY, WYOMING and more particularly described as follows:

Beginning at a point which bears South, a distance of 35.00 feet and S. 89°39'56"E., a distance of 20.00 feet from the northeast corner of the Cooley Tenth Addition to the Town of Pinedale, a subdivision of record in the office of the Clerk of Sublette County, Wyoming; thence, from said point of beginning, continue S.89°39'56"E., a distance of 220.00 feet; thence, proceed south, a distance of 392.00 feet along the west boundary of the Faler Addition to the Town of Pinedale, a subdivision of record in the office of the Clerk of Sublette County, Wyoming; thence, proceed N. 89°39'56"W., a distance of 220.00 feet; thence, proceed north, a distance of 392.00 feet to the point of beginning.

Subject to exceptions and reservations contained in patents from the United States.

Subject to existing easements for roads, highways, ditches, canals, laterals, and power and transmission lines.

Subject to mineral interests of records.

~~Subject to right-of-way for Henrick Street, same being North 35 foot of the subject property.~~

~~Subject to right-of-way for Bridger Street, same being the West 20 foot of the subject property.~~ N.R. R.T.

Subject to Real Estate Mortgage in favor of the Government dated August 11, 1981 and recorded August 11, 1981 in Book 34 of Mortgages at page 300 and rerecorded October 14, 1981 in Book 34 of Mortgages at page 496, records of Sublette County, Wyoming.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LEWIS C. GAGE and CARMEN M. GAGE, husband and wife, as tenants of an estate by the entireties with full right of survivorship, and not as tenants in common,

mortgagors, of Washoe County, State of Nevada, to secure the payment of Thirty thousand and No/100 ($30,000.00) Dollars, due August 15, 1991 with interest from /out at the rate of per cent per annum, payable annually evidenced by one promissory note, of even date herewith,

do hereby mortgage to JOHN A. NYSTROM, JR. and MARY LOUISE NYSTROM, husband and wife, mortgagee, whose address is P. O. Box 907, Pinedale, Wyoming 82941

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

Lot Number A-3 (A-3) of Boulder Lake Country Estates, Amended Fourth Filing, an addition to said Sublette County, Wyoming, platted over Homestead Entry No. 159, embracing portions of Sections Three (3) and Ten (10), in Township 33 North, Range 107 West of the 6th P.M., as depicted and described on the plat thereof which was filed and recorded in the office of the Clerk of Sublette County, Wyoming, in Book 35 of Miscellaneous Records, at Page 528; together with all improvements thereon, easements, appurtenances, incidents and rights belonging and appertaining thereto and used in connection therewith; subject, however, to all reservations, restrictions and covenants of record, including those contained in the Declaration of Protective Covenants recorded in Book 35 of Miscellaneous Records, at Page 530; and subject further to prior mineral reservations of record.

217669

RECORDED Aug 20 19 87 8:10 AM
IN BOOK 48 mtg PAGE 252
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Irene Riley

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than insurable amount Dollars during the life of this mortgage, in favor of and payable to the mortgagees, 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 mortgagees, their legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale he shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable Dollars, as attorney's fees.

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

Dated this 12th day of August A. D. 1987.

In the presence of

Karen A. Emory

KAREN A. EMORY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES OCT. 27, 1988

Lewis C. Gage

Carmen M. Gage

release Mtg Bk 15 p. 554

State of Nevada
County of Washoe } ss.

The foregoing instrument was acknowledged before me by Lewis C. Gage and Carmen M. Gage, husband and wife,

this 12th day of August, 1987.

Witness my hand and official seal.

Karen A. Emory
Signature
Notary Public for Valley Bank of Nevada
Title of Officer

My Commission Expires: September 27, 1988

KAREN A. EMORY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES SEPT 27, 1988

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, $

EXECUTED IN 150 COUNTERPARTS OF
WHICH THIS IS COUNTERPART NO. 138

UTAH POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

(formerly GUARANTY TRUST COMPANY OF NEW YORK)

AND

W. A. SPOONER (SUCCESSOR CO-TRUSTEE)

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

FORTY-FOURTH SUPPLEMENTAL INDENTURE

Providing among other things for First Mortgage Bonds,
8 1/4% First Series due June 1, 2017
(Forty-fifth Series)
8 5/8% Second Series due June 1, 2017
(Forty-sixth Series)
8 5/8% Third Series due June 1, 2017
(Forty-seventh Series)

Dated as of June 1, 1987

217760

RECORDED Aug 28 1987 10:00 A.M.
IN BOOK 48 Mtg. PAGE 254
FEES $ 12.00 Mary C. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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

FORTY-FOURTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of June 1, 1987, between UTAH POWER & LIGHT COMPANY, a corporation of the State of Utah (successor by merger to Utah Power & Light Company, a corporation of the State of Maine, hereinafter sometimes called the "Maine Company"), and a transmitting utility as defined in section 70A-9-105 of the Utah Code Annotated, whose post office address is P.O. Box 899, Salt Lake City, Utah 84110 (hereinafter sometimes called the "Company"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a corporation of the State of New York, whose post office address is 23 Wall Street, New York, N.Y. 10015 (hereinafter sometimes called the "Corporate Trustee"), and W.A. SPOONER (successor Co-Trustee), whose post office address is 30 West Broadway, New York, New York 10015 (hereinafter sometimes called the "Co-Trustee" and the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the "Mortgage"), which Mortgage was executed and delivered by the Maine Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which Mortgage is hereby made, this Indenture (hereinafter called the "Forty-fourth Supplemental Indenture") being supplemental thereto;

WHEREAS, under the Mortgage, the Maine Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Maine Company and all such property (except as aforesaid) thereafter acquired by the Maine Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming, Colorado and New Mexico, which counties include or will include all counties in which this Forty-fourth Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage, the Maine Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any prop-

erty thereafter acquired and intended to be subject to the lien thereof; and

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

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

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

; and

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

WHEREAS, an instrument, dated as of May 9, 1955, was executed by the Maine Company appointing Karl R.

Henrich as Co-Trustee in succession to Arthur E. Burke, resigned, under the Mortgage, and by Karl R. Henrich accepting the appointment as Co-Trustee under the Mortgage in succession to said Arthur E. Burke, which instrument was recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

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

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

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

Series	Principal Amount Issued	Principal Amount Outstanding
3 3/4% Series due 1968.....	$42,000,000	None
2 3/4% Series due 1976.....	32,000,000	None
3 1/8% Series due 1978.....	3,000,000	None
3 % Series due 1979.....	3,000,000	None
2 7/8% Series due October 1, 1979	3,000,000	None
2 7/8% Series due 1980.....	8,000,000	None
3 5/8% Series due 1981.....	9,000,000	None
3 1/2% Series due 1982.....	10,000,000	None
3 1/4% Series due 1984.....	15,000,000	None
3 5/8% Series due 1985.....	15,000,000	None
5 1/4% Series due 1987.....	15,000,000	None
4 7/8% Series due 1990.....	16,000,000	$16,000,000
4 1/2% Series due 1992.....	22,000,000	22,000,000
4 1/2% Series due 1993.....	15,000,000	15,000,000
4 5/8% Series due 1994.....	15,000,000	15,000,000
7 % Series due 1998.....	20,000,000	20,000,000

Series	Principal Amount Issued	Principal Amount Outstanding
9 1/4% Series due 2000.....	$30,000,000	$30,000,000
6 1/4% Series due 1976.....	35,000,000	None
7 1/2% Series due 2002.....	25,000,000	25,000,000
6 1/8% First Series due 2004.....	14,000,000	14,000,000
6 1/8% Second Series due 2004....	11,000,000	11,000,000
6 1/8% Third Series due 2004.....	16,000,000	16,000,000
10 1/4% Series due 1983.....	40,000,000	None
10 1/4% Series due 2005.....	60,000,000	60,000,000
9 % Series due 2006.....	35,000,000	35,000,000
8 3/4% Series due April 1, 2006..	32,000,000	32,000,000

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

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

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

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

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

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

Designation	Dated as of
Thirty-second Supplemental Indenture.....	May 1, 1978
Thirty-third Supplemental Indenture.....	April 1, 1979
Thirty-fourth Supplemental Indenture.....	September 1, 1979
Thirty-fifth Supplemental Indenture.....	March 1, 1980
Thirty-sixth Supplemental Indenture.....	April 1, 1981
Thirty-seventh Supplemental Indenture.....	December 1, 1981
Thirty-eighth Supplemental Indenture.....	July 1, 1982
Thirty-ninth Supplemental Indenture.....	December 1, 1982
Fortieth Supplemental Indenture.....	September 1, 1984
Forty-first Supplemental Indenture.....	October 1, 1986
Forty-second Supplemental Indenture.....	December 1, 1986

;and

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

WHEREAS, in addition to the property described in the Mortgage, as so heretofore supplemented, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon and for other purposes, the Company executed and delivered to the Trustees a Forty-

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

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

Series	Principal Amount Issued	Principal Amount Outstanding
8 3/8% Series due September 1, 2006.	$40,000,000	$40,000,000
6 3/8% Series due November 1, 2006..	50,000,000	50,000,000
8 1/2% Series due March 1, 2007.....	55,000,000	55,000,000
8 1/4% Series due September 1, 2007.	50,000,000	50,000,000
5.90 % Series due April 1, 2008.....	42,000,000	42,000,000
9 1/8% Series due May 1, 2008.....	50,000,000	50,000,000
10 1/8% Series due April 1, 2009.....	35,000,000	35,000,000
10 1/4% Series due September 1, 2009.	65,000,000	65,000,000
14 3/4% Series due March 1, 2010.....	60,000,000	None
11 1/8% First Series due April 1, 2011.....	45,000,000	45,000,000
11 1/8% Second Series due April 1, 2011.....	45,000,000	45,000,000
16 3/8% Series due December 1, 2011..	90,000,000	None
13 1/2% Series due July 1, 2012.....	46,500,000	46,500,000
13 % Series due December 1, 2012..	90,000,000	90,000,000
10.70 % Series due September 1, 2014.	16,750,000	16,750,000
9 3/8% Series due October 1, 2016...	170,000,000	170,000,000
8 3/4% Series due December 1, 2016..	92,000,000	92,000,000
9 7/8% Series due May 1, 2017.....	95,000,000	95,000,000

which bonds are also sometimes called bonds of the Twenty-seventh through Forty-fourth Series, respectively; and

WHEREAS, an instrument, dated July 21, 1986, was executed by the Company appointing W. A. Spooner as Co-Trustee in succession to said R. Amundsen, resigned, under the Mortgage, and by W. A. Spooner accepting the appointment as Co-Trustee under the Mortgage in succession to said R. Amundsen, which instrument was recorded in the States of Utah, Colorado, Idaho, New Mexico, and Wyoming; and

WHEREAS, in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions

of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create three new series of bonds and to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS, the execution and delivery by the Company of this Forty-fourth Supplemental Indenture, and the terms of bonds of the Forty-fifth, Forty-sixth and Forty-seventh Series, hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments

supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Morgan Guaranty Trust Company of New York and W. A. Spooner, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the above mentioned supplemental indentures (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves, and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all the

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

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all of the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted) shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the lien of the Mortgage, as hereby or heretofore supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED THAT the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Forty-fourth Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, namely: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the lien of the Mortgage;

(4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Forty-fourth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Morgan Guaranty Trust Company of New York and W. A. Spooner, as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

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

ARTICLE I

Forty-fifth Series of Bonds

(I) There shall be a series of bonds designated "8 1/4% First Series due June 1, 2017" (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 Article I specified. Bonds of the Forty-fifth Series shall be dated as in Section 10 of the Mortgage provided; shall mature on June 1, 2017; shall be issued as fully registered bonds in denominations of Five Thousand Dollars and in any multiple or multiples of Five Thousand Dollars; shall bear interest at the rate of 8 1/4% per annum, payable semiannually on December 1 and June 1 of each year; the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

(II) Upon the redemption, in whole or in part, of Emery County, Utah, Pollution Control Revenue Refunding Bonds, 8 1/4% Series due June 1, 2017 (Utah Power & Light Company Project) (hereinafter referred to as the "Emery 2017 Refunding Bonds"), issued under the Indenture of Trust, dated as of June 1, 1987 (hereinafter referred to as the "Emery Refunding Indenture"), of Emery County, Utah, bonds of the Forty-fifth Series shall be redeemed in whole or in like part. To effect the redemption of bonds of the Forty-fifth Series, the trustee under the Emery Refunding Indenture (hereinafter referred to as the "Emery Trustee") shall deliver to the Corporate Trustee (and mail a copy thereof to the Company) a written demand (hereinafter referred to as the "Emery 2017 Refunding Bonds Redemption Demand") for the redemption of bonds of the Forty-fifth Series equal in principal amount to the principal amount of Emery 2017 Refunding Bonds to be redeemed. The Emery 2017 Refunding Bonds Redemption Demand shall be signed by the President, a Vice President or a Trust Officer of the Emery Trustee and shall state: (1) the principal amount of Emery 2017 Refunding Bonds to be redeemed; (2) the interest thereon to be payable on the redemption date; (3) the redemption date and that notice thereof has been given as required in the Emery Refunding Indenture; (4) in the case of an optional redemption of Emery 2017 Refunding Bonds, that sufficient available funds to effect

such redemption have been deposited in the Debt Service Fund established pursuant to the Emery Refunding Indenture; and (5) that the Corporate Trustee is thereby instructed to call the stated principal amount of bonds of the Forty-fifth Series for redemption on the stated date fixed for redemption of the Emery 2017 Refunding Bonds. The Emery 2017 Refunding Bonds Redemption Demand shall also contain a waiver of notice of such redemption by the Emery Trustee, as holder of all bonds of the Forty-fifth Series then Outstanding. The Corporate Trustee may conclusively presume the statements contained in the Emery 2017 Refunding Bonds Redemption Demand to be correct. Redemption of bonds of the Forty-fifth Series shall be at the principal amount of the bonds to be redeemed, together with accrued interest to the redemption date, and such amount shall become and be due and payable on the redemption date. The Company hereby covenants that, if an Emery 2017 Refunding Bonds Redemption Demand shall be delivered to the Corporate Trustee, the Company, subject to subdivision (III) of this Article I, will deposit, on or before the redemption date, with the Corporate Trustee, in accordance with Article XI of the Mortgage, an amount in cash sufficient to redeem the bonds of the Forty-fifth Series so called for redemption.

(III) All bonds of the Forty-fifth Series shall be pledged by the Company with the Emery Trustee to secure the payment of the principal of and interest on the Emery 2017 Refunding Bonds. The obligation of the Company to make payments with respect to the principal of and interest on bonds of the Forty-fifth Series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the then due principal of and interest on the Emery 2017 Refunding Bonds shall have been fully or partially paid or there shall be in the Debt Service Fund established pursuant to the Emery Refunding Indenture sufficient available funds to fully or partially pay the then due principal of and interest on the Emery 2017 Refunding Bonds. The Corporate Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and interest on bonds of the Forty-fifth Series shall have been fully satisfied and discharged unless and until the Corporate Trustee shall have received a written notice from the Emery Trustee, signed by its President, a Vice President or a Trust Officer, stating (i) that timely payment of the principal of or interest on the Emery 2017 Refunding Bonds has not been made, (ii) that there are not sufficient available funds in the Debt Service Fund to make such

payment, and (iii) the amount of funds required to make such payment.

(IV) At the option of the registered owner, any bonds of the 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, together with a written instrument of transfer whenever required by the Company duly executed by the registered owner or by his duly authorized attorney, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

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

Upon the delivery of this Forty-fourth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as heretofore supplemented, there shall be an initial issue of bonds of the Forty-fifth Series for the aggregate principal amount of $46,500,000.

ARTICLE II

Forty-sixth Series of Bonds

(I) There shall be a series of bonds designated "8 5/8% Second Series due June 1, 2017" (herein sometimes referred to as the "Forty-sixth Series"), each of which shall also bear the descriptive title "First Mortgage Bond", and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Article II specified. Bonds of the Forty-sixth Series shall be dated as in Section 10 of the Mortgage provided; shall mature on June 1, 2017; shall be issued as fully registered bonds in denominations of Five Thousand Dollars and in any multiple or multiples of Five Thousand Dollars; shall bear interest at the rate of 8 5/8% per annum, payable semiannually on December 1 and June 1 of each year; the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

(II) Upon the redemption, in whole or in part, of Emery County, Utah, Pollution Control Revenue Bonds, 8 5/8% Series due June 1, 2017 (Utah Power & Light Company Project) (hereinafter referred to as the "New Emery Bonds"), issued under the Indenture of Trust, dated as of June 1, 1987 (hereinafter referred to as the "Emery Indenture"), of Emery County, Utah, bonds of the Forty-sixth Series shall be redeemed in whole or in like part. To effect the redemption of bonds of the Forty-sixth Series, the Trustee under the Emery Indenture (hereinafter referred to as the "Emery Trustee") shall deliver to the Corporate Trustee (and mail a copy thereof to the Company) a written demand (hereinafter referred to as the "New Emery Bonds Redemption Demand") for the redemption of bonds of the Forty-sixth Series equal in principal amount to the principal amount of New Emery Bonds to be redeemed. The New Emery Bonds Redemption Demand shall be signed by the President, a Vice President or a Trust Officer of the Emery Trustee and shall state: (1) the principal amount of New Emery Bonds to be redeemed; (2) the interest thereon to be payable on the redemption date; (3) the redemption date and that notice thereof has been given as required in the Emery Indenture; (4) in the case of an optional redemption of the New Emery Bonds, that sufficient available funds to effect such redemption have been deposited in the Debt Service Fund established pursuant to the Emery Indenture; and (5) that the Corporate Trustee is thereby instructed to call the stated principal amount of bonds of the Forty-sixth Series for redemption on the stated date fixed for redemption of the New Emery Bonds. The New Emery Bonds Redemption Demand shall also contain a waiver of notice of such redemption by the Emery Trustee, as holder of all bonds of the Forty-sixth Series then Outstanding. The Corporate Trustee may conclusively presume the statements contained in the New Emery Bonds Redemption Demand to be correct. Redemption of bonds of the Forty-sixth Series shall be at the principal amount of the bonds to be redeemed, together with accrued interest to the redemption date, and such amount shall become and be due and payable on the redemption date. The Company hereby covenants that, if a New Emery Bonds Redemption Demand shall be delivered to the Corporate Trustee, the Company, subject to subdivision (III) of this Article II, will deposit, on or before the redemption date, with the Corporate Trustee, in accordance with Article XI of the Mortgage, an amount in cash sufficient to redeem the bonds of the Forty-sixth Series so called for redemption.

(III) All bonds of the Forty-sixth Series shall be pledged by the Company with the Emery Trustee to secure the payment of the principal of and interest on the New

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

(IV) At the option of the registered owner, any bonds of the Forty-sixth Series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, together

sions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

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

Upon the delivery of this Forty-fourth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as heretofore supplemented, there shall be an initial issue of bonds of the Forty-sixth Series for the aggregate principal amount of $16,400,000.

ARTICLE III

Forty-seventh Series of Bonds

(I) There shall be a series of bonds designated "8 5/8% Third Series due June 1, 2017" (herein sometimes referred to as the "Forty-seventh Series"), each of which shall also bear the descriptive title "First Mortgage Bond", and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Article III specified. Bonds of the Forty-seventh Series shall be dated as in Section 10 of the Mortgage provided; shall mature on June 1, 2017; shall be issued as fully registered bonds in denominations of Five Thousand Dollars and in any multiple or multiples of Five Thousand Dollars; shall bear interest at the rate of 8 5/8% per annum, payable semiannually on December 1 and June 1 of each year; the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

(II) Upon the redemption, in whole or in part, of Lincoln County, Wyoming, Pollution Control Revenue Bonds, 8 5/8% Series due June 1, 2017 (Utah Power & Light Company Project) (hereinafter referred to as the "Lincoln 2017 Bonds"), issued under the Indenture of Trust, dated as of June 1, 1987 (hereinafter referred to as the "Lincoln Indenture"), of Lincoln County, Wyoming, bonds of the Forty-seventh Series shall be redeemed in whole or in like part. To effect the redemption of bonds of the Forty-seventh Series, the trustee under the Lincoln Indenture (hereinafter referred to as the "Lincoln Trustee") shall deliver to the Corporate Trustee (and mail a copy thereof to the Company) a written demand (hereinafter referred to as the "Lincoln 2017 Bonds Redemption Demand") for the redemption of bonds of the Forty-seventh Series equal in principal amount to the principal amount of Lincoln 2017 Bonds to be redeemed. The Lincoln 2017 Bonds Redemption Demand shall be signed by the President, a Vice President or a Trust Officer of the Lincoln Trustee and shall state: (1) the principal amount of Lincoln 2017 Bonds to be redeemed; (2) the interest thereon to be payable on the redemption date; (3) the redemption date and that notice thereof has been given as required in the Lincoln Indenture; (4) in the case of an optional redemption of Lincoln 2017 Bonds, that sufficient available funds to effect such redemption have been deposited in the Debt

Service Fund established pursuant to the Lincoln Indenture; and (5) that the Corporate Trustee is thereby instructed to call the stated principal amount of bonds of the Forty-seventh Series for redemption on the stated date fixed for redemption of the Lincoln 2017 Bonds. The Lincoln 2017 Bonds Redemption Demand shall also contain a waiver of notice of such redemption by the Lincoln Trustee, as holder of all bonds of the Forty-seventh Series then Outstanding. The Corporate Trustee may conclusively presume the statements contained in the Lincoln 2017 Bonds Redemption Demand to be correct. Redemption of bonds of the Forty-seventh Series shall be at the principal amount of the bonds to be redeemed, together with accrued interest to the redemption date, and such amount shall become and be due and payable on the redemption date. The Company hereby covenants that, if a Lincoln 2017 Bonds Redemption Demand shall be delivered to the Corporate Trustee, the Company, subject to subdivision (III) of this Article III, will deposit, on or before the redemption date, with the Corporate Trustee, in accordance with Article XI of the Mortgage, an amount in cash sufficient to redeem the bonds of the Forty-seventh Series so called for redemption.

(III) All bonds of the Forty-seventh Series shall be pledged by the Company with the Lincoln Trustee to secure the payment of the principal of and interest on the Lincoln 2017 Bonds. The obligation of the Company to make payments with respect to the principal of and interest on bonds of the Forty-seventh Series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the then due principal of and interest on the Lincoln 2017 Bonds shall have been fully or partially paid or there shall be in the Debt Service Fund established pursuant to the Lincoln Indenture sufficient available funds to fully or partially pay the then due principal of and interest on the Lincoln 2017 Bonds. The Corporate Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and interest on bonds of the Forty-seventh Series shall have been fully satisfied and discharged unless and until the Corporate Trustee shall have received a written notice from the Lincoln Trustee, signed by its President, a Vice President or a Trust Officer, stating (i) that timely payment of the principal of or interest on the Lincoln 2017 Bonds has not been made, (ii) that there are not sufficient available funds in the Debt Service Fund to make such payment, and (iii) the amount of funds required to make such payment.

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

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

Upon the delivery of this Forty-fourth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as heretofore supplemented, there shall be an initial issue of bonds of the Forty-seventh Series for the aggregate principal amount of $8,300,000.

ARTICLE IV

Miscellaneous Provisions

Section 1. All bonds of the Forty-fifth, Forty-sixth and Forty-seventh Series acquired by the Company shall forthwith be delivered to the Corporate Trustee for cancellation.

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

Section 3. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Forty-fourth Supplemental Indenture or for or in respect of the recitals contained herein, all of

which recitals are made by the Company solely. In general, each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Forty-fourth Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Forty-fourth Supplemental Indenture.

Section 4. Whenever in this Forty-fourth Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Forty-fourth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or any of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

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

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

IN WITNESS WHEREOF, Utah Power & Light Company has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Morgan Guaranty Trust Company of New York has caused its corporate name to be hereunto affixed, and this instrument to be signed and

sealed by one of its Vice Presidents or Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and W. A. Spooner has hereunto set his hand and affixed his seal, all as of the day and year first above written.

UTAH POWER & LIGHT COMPANY

By _____
Senior Vice President

Attest:

_____
Secretary

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

_____

_____

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
As Corporate Trustee

By _____
Vice President

Attest:

_____
Assistant Secretary

_____
As Co-Trustee (L.S.)

Executed, sealed and delivered by Morgan Guaranty Trust Company of New York and W. A Spooner in the presence of:

_____

_____

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

On this 23rd day of June, 1987, before me, JOSEPH A. SPAMPINATO, a Notary Public in and for the State of New York, County of New York, personally appeared VERL R. TOPHAM , to me personally well known and known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a Senior Vice President of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said VERL R. TOPHAM resides in Salt Lake County, Utah; that he is a Senior Vice President of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and he acknowledged that he signed said instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and he further acknowledged to me that the said corporation executed the same.

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

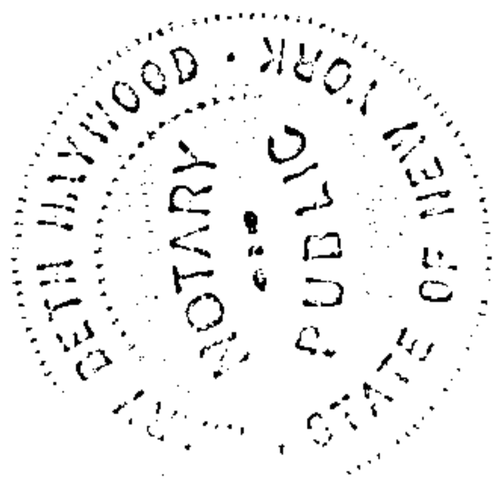
Joseph A. Spampinato
JOSEPH A. SPAMPINATO
NOTARY PUBLIC, State of New York
No. 60-4856512
Qualified in Westchester County
Cert. Filed in Westchester County
Commission Expires April 7, 1988

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

On this 23rd day of June, 1987, before me, MARYBETH HAYWOOD, a Notary Public in and for the State of New York, County of New York, personally appeared R. E. SPARROW and DANIEL E. DAVIES, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Trust Officer and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said R. E. SPARROW resides at 496 Dorchester Road, Ridgewood, New Jersey 07450 and the said DANIEL E. DAVIES resides at 225 E. 82nd Street, New York, New York 10028; that they are a Vice President and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

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

Marybeth Haywood
MARYBETH HAYWOOD
NOTARY PUBLIC, State of New York
No. 31-4869347
Qualified in New York County
Commission Expires November 24, 1988



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

On this 23rd day of June, 1987, before me, ANNE CUMMINGS, a Notary Public in and for the State of New York, County of New York, personally appeared W. A. SPOONER, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

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



Anne Cummings
ANNE CUMMINGS
NOTARY PUBLIC, State of New York
No. 03-4844132
Qualified in New York County
Commission Expires February 10, 1988

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Book 16 Rel
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SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marc Riley

WYOMING

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

FROM

PRESIDIO OIL COMPANY,
PRESIDIO EXPLORATION, INC.,
PEAKE OPERATING COMPANY,
PETROLEUM DEVELOPMENT CORPORATION,
PRESIDIO ENERGY, INC.,
PEAKE ENERGY, INC.
and THE PETROLEUM CORPORATION

TO

DANIEL D. DE LANGE, TRUSTEE

AND

THE CHASE MANHATTAN BANK, NATIONAL ASSOCIATION

DATED AS OF AUGUST 27, 1987

"THIS INSTRUMENT GRANTS A SECURITY INTEREST BY A UTILITY."

"THIS INSTRUMENT CONTAINS AFTER ACQUIRED PROPERTY PROVISIONS."

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

"THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES."

"THE MORTGAGED PROERTY ALSO INCLUDES GOODS (THE 'FIXTURES') WHICH ARE OR ARE TO BECOME FIXTURES RELATED TO THE LANDS

DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS. A DESCRIPTION OF THE FIXTURES BY TYPE IS CONTAINED ON PAGES 2, 3 and 4 OF THIS INSTRUMENT."

"THE MORTGAGORS ARE THE OWNERS OF A RECORD INTEREST IN THE REAL ESTATE CONCERNED."

"THIS INSTRUMENT ALSO COVERS PROCEEDS OF THE MORTGAGED PROPERTY."

FOR PURPOSES OF FILING THIS INSTRUMENT AS A FINANCING STATEMENT, THE MAILING ADDRESSES OF THE MORTGAGORS (DEBTORS) AND THE BANK (SECURED PARTY) ARE AS FOLLOWS:

MORTGAGORS: (DEBTORS)	5613 DTC Parkway Suite 750 Englewood, Colorado 80111-3035 Attn: President
BANK: (SECURED PARTY)	1 Chase Manhattan Plaza New York, New York 10081 Attn: Petroleum Division

ATTENTION OF RECORDING OFFICER:

This instrument is a mortgage of both real and personal property and is, among other things, a security agreement and financing statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to the lands of the Mortgagors which are described in Exhibit "A" hereto.

WYOMING

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

THIS MORTGAGE, DEED OF TRUST, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of August 27, 1987 is from Presidio Oil Company, Presidio Exploration, Inc., Peake Operating Company, Petroleum Development Corporation, Presidio Energy, Inc., Peake Energy, Inc. and The Petroleum Corporation, each a "Mortgagor," collectively, the "Mortgagors", to Daniel D. De Lange, as Trustee (herein called the "Trustee") and The Chase Manhattan Bank, National Association (the "Bank").

W I T N E S S E T H:

1. The Mortgagors and the Bank are parties to a Credit Agreement dated as of August 27, 1987 (as amended and as in effect from time to time, the "Credit Agreement"). The Credit Agreement, and the terms and conditions thereof, are hereby incorporated herein by reference.

2. To evidence its indebtedness to the Bank under the Credit Agreement, each of the Mortgagors has executed and delivered to the Bank a promissory note dated August 27, 1987 in the aggregate principal amount of $38,000,000 (the "Note"), bearing interest at the rates and being payable as therein provided, and finally maturing on June 30, 1993.

3. As a condition of the execution of the Credit Agreement and to the extension of credit by the Bank thereunder to the Mortgagors, the Bank has required that the Mortgagors execute this Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement.

4. Each Mortgagor represents that all acts necessary to make the Note, when executed and delivered by the respective Mortgagor, the legal, valid and binding obligations of the Mortgagor and to constitute this Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement valid mortgage, deed of trust, assignment of production, security agreement and contract for the security of the Note, enforceable in accordance with their respective terms, have been done.

For all purposes of this instrument, unless the context otherwise requires:

A. "Hydrocarbons" shall mean oil, crude oil and petroleum products, gas and other liquid or gaseous hydrocarbons.

B. "Indebtedness" shall have the meaning set forth in Section 1.2 hereof.

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

D. "Mortgage" shall mean this instrument as originally executed or as it may from time to time be supplemented or amended by one or more instruments supplemental hereto.

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

F. "Oil and Gas Leases" shall include oil, gas and mineral leases and shall also include subleases and assignments of operating rights.

G. "Operating Equipment" shall mean all surface or subsurface machinery, equipment, facilities 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 any of the Lands described in Exhibit A which are used or useful for the production, treatment, storage or transporation 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, heater treaters, valves, gun barrels, flow lines, tanks, gas systems and compressors (for gathering, treating and compression), water systems (for treating, disposal and injection), pipelines (including gathering lines, laterals and trunklines, if any), 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 racks and shipping facilities.

H. "Production Sale Contracts" shall mean contracts now in effect, or hereafter entered into by any Mortgagor, or any 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.

I. All other defined terms used herein and not otherwise defined herein shall have the meaning given to such term in the Credit Agreement.

NOW, THEREFORE, each Mortgagor, for and in consideration of the premises and the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid to each Mortgagor, the receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the debts and trusts hereinafter mentioned, has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Trustee, and to his successor or successors or subsitute in this trust, for the use and benefit of the Bank, the undivided interests specified in Exhibit A in, to and under the Oil and Gas Leases and other oil and gas interests specifically described in Exhibit A, together with all of each Mortgagor's right, title and interest, whether now owned or hereafter acquired, in all of the hereinafter described properties, rights and interests; and, insofar as such properties, rights and interests consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any other personal property of a kind or character defined in or subject to the applicable provisions of the Wyoming Uniform Commercial Code, each Mortgagor hereby grants to said Trustee for the use and benefit of the Bank a security interest therein; namely:

(a) the Lands described in Exhibit A, oil and gas interests described in Exhibit A, and the Oil and Gas Leases, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit A,

(b) the presently existing unitization and pooling agreements and the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having

jurisdiction) which are referred to in Exhibit A or which relate to any of the properties and interests referred to in Exhibit A, whether or not the same are described with specificity,

(c) the Hydrocarbons which are in, under, upon, attributable to, produced or to be produced from the oil and gas interests and the Lands described in Exhibit A, and all inventory thereof upon extraction from the wellhead or minehead,

(d) the Production Sale Contracts, and all accounts resulting from the sale of Hydrocarbons at the wellhead or minehead,

(e) the Operating Equipment,

(f) the proceeds and products of the foregoing, together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instrument relating thereto, and all rights-of-way, franchises, licenses, permits, certificates of public conveniences and necessity, easements, contractual rights, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which any Mortgagor might at any time have or be entitled to, and

(g) any and all liens and security interests in the Hydrocarbons securing the payment of proceeds from the sale of the Hydrocarbons, including, but not limited to, those liens and security interests provided for in Section 34-21-948, Wyoming Statutes Annotated, 1977 Republished Edition (1987 Supp.),

all the undivided interests specified in Exhibit A in, to and under the Oil and Gas Leases and other oil and gas interests specifically described in Exhibit A, and 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 fractional net revenue interest as set forth in Exhibit A), (ii) the assignment of production contained in Article 3 hereof, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 hereof, and (iii) the condition that neither the Trustee, nor the Bank shall be liable in any respect for the performance of any covenant or obligation of any Mortgagor in respect of the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee, and to his successor or successors or substitute in this trust, forever to secure the payment of the Indebtedness and to secure the performance of the obligations of each Mortgagor herein contained.

Each Mortgagor, in consideration of the premises and to induce the Bank to enter into the Credit Agreement, hereby covenants and agrees with the Trustee and the Bank as follows:

ARTICLE 1. INDEBTEDNESS SECURED

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

(a) the obligations of each Mortgagor to the Bank now or hereafter existing under the Loan Documents (including, without limitation: (1) the obligations of each Mortgagor in respect of the principal of and interest on the Note and the Loans, (2) the obligation of Presidio in respect of Article 10 of the Credit Agreement and (3) the obligations of each Mortgagor in respect of fees and all other amounts payable by each Mortgagor to the Bank under any Loan Document);

(b) any sums advanced or expenses or costs incurred by the Trustee or the Bank (or any receiver appointed hereunder) which are made or incurred pursuant to, or permitted by, the terms hereof and the Credit Agreement, 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; and

(c) any extensions or renewals of all such indebtedness described in subparagraphs (a) and (b) above, together with all other and future indebtedness

now or hereafter owing by any Mortgagor to the Bank, whether or not any Mortgagor executes any extension agreement or renewal instrument.

1.2 Indebtedness Defined. All the above items of indebtedness are hereinafter collectively referred to as the "Indebtedness".

ARTICLE 2. PARTICULAR COVENANTS AND WARRANTIES OF THE MORTGAGORS

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

2.2 Warranties. Each Mortgagor represents and warrants to the Trustee and the Bank 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, if any, respecting the properties to which they pertain, (b) each Mortgagor, to the extent of the interest specified in Exhibit A, has good and marketable title to each property right or interest constituting the Mortgaged Property and has a good and legal right to grant and convey the same to the Trustee, (c) the Mortgaged Property is free from all Liens whatsoever, except as may be currently of public record, specifically set forth in Exhibit A or as permitted by the provisions of Section 2.5(e) hereof, (d) except as disclosed on Schedule 1 annexed hereto, each Mortgagor is not obligated, by virtue of any prepayment under any contract providing for the sale by each 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 and (e) each Mortgagor's Net Revenue Interest (as defined in Exhibit A) in the respective oil and gas interests described in Exhibit A is not less than, and each Mortgagor's Working Interest (as defined in Exhibit A) in the respective oil and gas interests described in Exhibit A is not greater than, the respective decimal shares as set forth in Exhibit A. Each Mortgagor will warrant and forever defend the Mortgaged Property set forth in Exhibit A unto the Trustee against every Person whomsoever lawfully claiming or seeking to claim the same or any part thereof and will maintain and preserve the lien hereby created so long as any of the Indebtedness remains unpaid.

2.3 Further Assurances. Each Mortgagor will execute and deliver such other and further instruments and

will do such other and further acts as in the opinion of the Trustee may be necessary or desirable to carry out more effectually the purposes of this instrument, including, without limiting the generality of the foregoing, (a) correction of any defect with all due diligence which may hereafter be discovered in the title to the Mortgaged Property or in the execution and acknowledgement of this instrument, the Note, or any other document used in connection herewith, and (b) prompt execution and delivery of all division or transfer orders which in the opinion of the Bank are needed to transfer effectually the assigned proceeds of production from the Mortgaged Property to the Bank.

2.4 Taxes. Subject to each Mortgagor's right to contest the same in good faith and by appropriate proceedings, each Mortgagor will promptly pay all taxes, assessments and governmental charges legally imposed upon this instrument or upon the Mortgaged Property or upon the interest of the Trustee or the Bank therein, or upon the income and profits thereof.

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

(a) Do all things necessary to keep unimpaired each Mortgagor's rights in the Mortgaged Property and not, except in the ordinary course of business, abandon any well or forfeit, surrender or release any Oil and Gas Lease or any rights in the Mortgaged Property without the prior written consent of the Trustee, or, except in the ordinary course of business, enter into any operating agreement without the prior written consent of the Bank and the Trustee;

(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 and by appropriate proceedings;

(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 (except as contested in good faith and by appropriate judicial or other proceedings);

(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 of every character, other than (1) the lien hereof, (2) taxes constituting a lien but not due and payable, (3) Liens imposed by law, such as mechanic's, materialmen's, landlord's, warehousemen's and carrier's Liens, and other similar Liens, securing obligations incurred in the ordinary course of business which are not past due for more than 30 days or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established, (4) defects or irregularities in title, minor discrepancies in property descriptions which would be reflected by an accurate survey, 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 the title thereto, (5) those set forth or referred to in Exhibit A or Schedule 1 or now existing or hereafter arising under the provisions of any agreement set forth or referred to in Exhibit A or Schedule 1 or permitted by clause (i) of subsection (c) of Section 2.7 hereof, (6) those being contested by any Mortgagor in good faith and by appropriate proceedings in such manner as not to jeopardize the Trustee's and the Bank's rights in and to the Mortgaged Property, (7) liens, the discharge of which are not within the direct control of any Mortgagor, and (8) those consented to in writing by the Trustee; and

(f) Carry with recognized insurance companies and in amounts satisfactory to the Trustee the following insurance: (1) worker's compensation insurance and public liability and property damage insurance in respect of all activities in which any Mortgagor might incur liability for the death or injury of an employee or third person, or damage to or destruction of another's property; and (2) to the extent such insurance is carried by others engaged in similar undertakings in

the same general areas in which the Mortgaged Property is located, insurance in respect of the Operating Equipment, against loss or damage by fire, lightning, hail, tornado, explosion and other similar risks.

2.6 Recording, Etc. Each Mortgagor will promptly and at such Mortgagor's expense, record, register, deposit and file this and every other instrument in addition or supplemental hereto in such offices and places and at such times and as often as may be necessary to preserve, protect and renew the lien hereof as a first lien on real or personal property (except as set forth herein), as the case may be, and the rights and remedies of the Trustee and of the Bank, and otherwise will do and perform all matters or things necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States or of any other competent authority, for the purpose of effectively creating, maintaining and preserving the lien hereon as a first lien on the Mortgaged Property.

2.7 Sale, Mortgage of the Mortgaged Property.

(a) Each Mortgagor covenants and agrees that the Bank may, at its sole option, elect to treat (i) any sale, transfer, lease or conveyance (including, without limitation, pooling and unitization) of (or any granting of an option, right of first refusal or other right to purchase, lease or acquire) the Mortgaged Property or any part thereof or interest therein, or (ii) any assignment as security, pledge, hypothecation or encumbrance of any stock or other equity interest in any Mortgagor by any Mortgagor, (herein collectively referred to as a "Transfer"), as an event of default hereunder and thereupon may invoke any remedies permitted by this instrument. Without limiting the foregoing option, which option may be exercised by the Bank at its sole discretion, the Bank may (if it so elects) consent to any proposed Transfer and may require as a condition to its consent incident to any such Transfer, evidence satisfactory to the Bank of the creditworthiness and management ability of any proposed transferee and further that such transferee execute incident to any such Transfer a written assumption agreement in the form and containing such terms as the Bank may require, including, without limitation, an increase in the rate of interest payable upon the Indebtedness. The consent to any proposed Transfer shall not be deemed a consent or waiver of any of the terms of this Section 2.7 with regard to any other future Transfer or encumbrance (including a Transfer incident to foreclosure of a consented to encumbrance), and

no consent shall be binding unless set forth in writing and signed by the Bank.

(b) Each Mortgagor covenants and agrees that the Bank may, at its sole option, elect to treat any Mortgagor's mortgage, pledge, hypothecation or encumbrance (herein collectively referred to as a "Pledge"), whether or not expressly subordinate to the liens, assignments and security interests of this instrument, of the Mortgaged Property or any part thereof or interest therein, as an event of default hereunder and thereupon may invoke any remedies permitted by this instrument. Without limiting the foregoing option, which option may be exercised by the Bank at its sole discretion, the Bank may (if it so elects) consent to any proposed Pledge and may require as a condition to its consent, detailed information with respect to such Pledge and further that the holder of such Pledge shall have executed a written subordination agreement in form and containing such terms as the Bank may require, including, without limitation, an express subordination of such Pledge and any indebtedness secured thereby to the liens, assignments and security interests of this instrument and to the payment of the Indebtedness. The consent to any proposed Pledge shall not be deemed a consent or waiver of any of the terms of this Section 2.7 with regard to any other or future Pledge; and no consent shall be binding unless set forth in writing and signed by the Bank.

(c) Notwithstanding anything contained in subsections (a) or (b) of this Section 2.7 to the contrary, the Bank may not elect to treat as an event of default hereunder any Transfer or Pledge with respect to the Mortgaged Property or any interest therein (i) resulting from a farmout, joint operating, pooling, unitization or area of mutual interest agreement with a third party or parties which any Mortgagor enters into in the ordinary course of business in good faith and which any Mortgagor determines in good faith to be necessary for or advantageous to the economic development or operation of the Mortgaged Property and which would be deemed customary by a reasonably prudent operator under circumstances prevailing in the oil and gas industry in the general area of such portion of the Mortgaged Property, (ii) which Transfer or Pledge has been consented to prior and in writing by the Bank, or (iii) which Transfer or Pledge is permitted by and under the terms of the Credit Agreement.

(d) No Mortgagor will enter into any arrangement with any gas pipeline company or other purchaser of Hydrocarbons regarding the Mortgaged Property whereby the

Mortgagor agrees that said gas pipeline company or purchaser may set off any claim against the Mortgagor by withholding payment for any Hydrocarbons actually delivered.

2.8 Records, Statements and Reports. Each Mortgagor will keep proper books of record and account in which complete and correct entries will be made of each 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 in any event not in excess of one time per 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 substantial 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 substantially increase or reduce the quantity of Hydrocarbons ultimately recoverable, or the rate of production thereof, (b) monthly, a report showing the aggregate gross proceeds from the sale of Hydrocarbons produced from the Lands described in Exhibit A (including any thereof taken by each Mortgagor for each Mortgagor's own use), the quantity of such Hydrocarbons sold, the severance, gross production, windfall profits, occupation, gathering or other taxes deducted from or paid out of such proceeds, the number of wells operated, drilled or abandoned, and such other information as the Bank may reasonably request (upon request of the Bank, such reports referred to in clauses (a) and (b) above shall set forth such information on a lease or unit basis), and (c) such other information concerning the business and affairs and financial condition of any Mortgagor as the Bank may from time to time reasonably request.

2.9 No Governmental Approvals. Each Mortgagor warrants that no approval or consent of any regulatory or administrative commission or authority, or of any other governmental body, is necessary to authorize the execution and delivery of this instrument or of the Note, or to authorize the observance or performance by each Mortgagor of the covenants herein or in the Note contained, other than approvals, if any, which have been duly obtained.

2.10 Right of Entry. Upon notice to the Mortgagor, each Mortgagor will permit the Trustee or the Bank, or the agents of any of them, to enter (during regular

business hours) upon the Mortgaged Property, and all parts thereof, for the purpose of investigating and inspecting the condition and operation thereof.

2.11 Corporate Matters. Each Mortgagor will maintain its corporate existence in the state of its incorporation and will not change its corporate name without first giving the Bank at least thirty (30) days' prior written notice and executing such supplements and amendements to this instrument and the other Loan Documents as the Bank may request. Each Mortgagor is and will continue to be duly qualified to transact business in each state where the conduct of its business requires it to be qualified, and will not, without the prior written consent of the Trustee, consolidate with or merge with any other corporation.

ARTICLE 3. ASSIGNMENT OF PRODUCTION

3.1 Assignment. As further security for the payment of the Indebtedness, each Mortgagor hereby transfers, assigns, warrants and conveys to the Bank, effective as of the first day of the calendar month next preceding the month in which this instrument is dated, at 7:00 A.M., 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 each Mortgagor and entitled in each 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. Each Mortgagor hereby authorizes and empowers the Bank to demand, collect and receive such Hydrocarbons and all proceeds therefrom and to execute any release, receipt, division order, transfer order and relinquishment or other instrument that may be required or necessary to collect and receive such Hydrocarbons or the proceeds therefrom, and each Mortgagor hereby authorizes and directs all pipeline companies, gathering companies and others purchasing such Hydrocarbons from the Mortgaged Property or having in their possession any Hydrocarbons from the Mortgaged Property or the proceeds therefrom, to pay and deliver to the Bank all such Hydrocarbons or proceeds therefrom accruing. Each Mortgagor agrees that all division

orders, transfer orders, receipts and other instruments which the Bank may from time to time execute and deliver for the purpose of collecting or receipting for such production or the proceeds therefrom may be relied upon in all respects, and that the same shall be binding upon each Mortgagor, and each Mortgagor's successors, heirs, legal representatives and assigns. Each Mortgagor agrees to execute and deliver all necessary, convenient and appropriate instruments, including transfer and division orders, which may be required by the Bank in connection with the receipt by the Bank of such Hydrocarbons or the proceeds therefrom.

3.2 Application of Proceeds. All payments received by the Bank pursuant to Section 3.1 hereof shall be placed in a cash collateral account with the Bank and,

(A) If an event of default has occurred and is continuing, daily applied as follows:

(a) To the payment and satisfaction of all costs and expenses incurred by the Bank in connection with the collection of such proceeds.

(b) To the payment and satisfaction of all other costs, expenses and liabilities then due and owing to the Bank.

(c) To the payment of those items of the Indebtedness then due and owing to the Bank.

(d) The balance, if any, shall be released to the Mortgagors.

(B) If no event of default shall have occurred or be continuing, such payments shall be paid by the Bank to each Mortgagor, subject to, and in such manner, as shall be consistent with the Bank's internal or governing bank collection policies and procedures.

3.3 No Liability of the Bank in Collecting. The Bank is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned and from all other responsibility in connection therewith, except the responsibility to account to any Mortgagor for funds actually received.

3.4 Assignment Not a Restriction. Nothing herein contained shall detract from or limit the absolute obligation of any Mortgagor to make payment of the

Indebtedness in accordance with the terms of the Note, the Credit Agreement, any other Loan Document and this instrument regardless of whether the proceeds assigned by this Article are sufficient to pay the same, and the rights under this Article shall be in addition to all other security now or hereafter existing to secure the payment of the Indebtedness.

3.5 Status of Assignment. Notwithstanding the other provisions of this Article, the Trustee or any receiver appointed in judicial proceedings for the enforcement of this instrument shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after the happening of an event of default and to apply all of said proceeds as provided in Section 3.2 hereof. Upon any sale of the Mortgaged Property or any part thereof pursuant to Article 5, the Hydrocarbons thereafter produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Article.

3.6 Indemnity. Each Mortgagor hereby indemnifies the Trustee and the Bank (each of the foregoing is an "Indemnified Party") against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of whatsoever kind or nature (hereinafter in this Section 3.6 collectively called "claims") made against or incurred by them or any of them as a consequence of the assertion, either before or after the payment in full of the Indebtedness, that they or any of them received Hydrocarbons herein assigned or the proceeds thereof claimed by third persons. Each Mortgagor will pay to any Indemnified Party any and all such amounts as may be paid in respect of any such claims or as may be successfully adjudged against such Indemnified Party, the Bank or any of them. Each Indemnified Party 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. Each Indemnified Party agrees to notify each Mortgagor of the existence of any such claims (of which such party has actual knowledge); provided that no Indemnified Party shall incur any liability whatsoever for any failure to give such notice, nor shall such failure limit or otherwise affect the obligation of any Mortgagor to indemnify any Indemnified Party pursuant to the provisions of this Section 3.6. Upon receipt of such notice, each Mortgagor shall be entitled at its own cost and expense to defend against any such claims; provided that no Mortgagor

shall take any action inconsistent with any action taken or proposed to be taken by any Indemnified Party in connection with the defense of any such claims. The obligations of each Mortgagor as hereinabove set forth in this Section 3.6 shall survive the release of this instrument.

3.7 Lien Rights. Mortgagors hereby appoint the Trustee and the Bank as their attorneys-in-fact to pursue any and all rights of Mortgagors to liens on and security interests in the Hydrocarbons securing payment of proceeds to runs attributable to the Hydrocarbons, including, but not limited to, those liens and security interests provided for by Section 34-21-948, Wyoming Statutes Annotated, 1977 Republished Edition (1987 Supp.). In addition to the rights granted to the Trustee and the Bank in subparagraph (g) on page 4 hereof, Mortgagors hereby further transfer and assign to the Trustee and the Bank any and all such liens, security interests, financing statements or similar interests of Mortgagors attributable to their interest in the Hydrocarbons and proceeds of runs therefrom arising or created by said statutory provision, judicial decision or otherwise. The power of attorney granted to the Trustee and the Bank in this Section 3.7, being coupled with an interest, shall be irrevocable so long as the Indebtedness or any part thereof remains unpaid.

3.8 Rights to Timely Payment. For purposes of more fully effecting the assignment made under this Article 3 and continuing the rights of Bank and Trustee thereunder, Mortgagors hereby appoint Trustee and Bank as their attorneys-in-fact to pursue any and all rights, remedies and payments (including attorneys' fees and interest) under Sections 30-5-301 through 30-5-303, Wyoming Statutes Annotated, 1977 Republished Edition (1983) in respect of the Hydrocarbons and proceeds therefrom, including, but not limited to, proceeds accruing prior to the effective date of the assignment contained in this Article 3, in Section 3.1. The power of attorney granted to Trustee and Bank under this Section 3.8, being coupled with an interest, shall be irrevocable so long as the Indebtedness or any part thereof remains unpaid.

ARTICLE 4. EVENTS OF DEFAULT

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

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

(b) failure by any Mortgagor to perform or observe any covenant or agreement contained in this instrument (other than a default in the payment of principal of or interest upon the Note or in the payment of any other Indebtedness) to be performed and observed by any Mortgagor and such failure shall continue for 30 consecutive days; or

(c) the occurrence of an Event of Default under the terms and provisions of the Credit Agreement and the continuance of such Event of Default for the applicable period of grace, if any, therein set forth;

then and in any such event the Bank, at its option, may declare the entire unpaid principal of and the interest accrued on the Note and all other Indebtedness secured hereby to be forthwith due and payable, without demand, presentment, notice of intent to accelerate, notice of acceleration, or notice or demand of any kind, all of which are hereby expressly waived by each Mortgagor.

ARTICLE 5. ENFORCEMENT OF THE SECURITY

5.1 Power of Sale. If the Note is not paid when due, whether by acceleration or otherwise, the Trustee shall have the right and power to sell (the power of sale permitted and provided for by statute being hereby expressly granted to Trustee and/or Bank by the Mortgagors), at one or more sales, as an entirety or in parcels, as he may elect, the Mortgaged Property, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustee may deem appropriate, and to make conveyance to the purchaser or purchasers; and each Mortgagor shall warrant title to the Mortgaged Property to such purchaser or purchasers. The Trustee may postpone the sale of all or any portion of the Mortgaged Property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and the Trustee may make other and successive sales until all of the trust estate be

legally sold. It shall not be necessary for the Trustee to have physically present at any such sale, or to have constructively in his possession, any or all of the personal property covered by this instrument, and each Mortgagor shall deliver all of such personal property to the purchaser at such sale on the date of sale, and if it should be impossible or impracticable to make actual delivery of such property, then the title and right of possession to such property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

5.2 Judicial Proceedings. Upon occurrence of an event of default and if such event shall be continuing, the Trustee, in lieu of or in addition to exercising the 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. Upon such occurrence and if such default be continuing, the Trustee or the Bank shall, as a matter of right, be entitled to the appointment of a receiver or receivers to be designated by the Bank for all or any part of the Mortgaged Property, whether such receivership be incident to a proposed sale of such property (or any part thereof) or otherwise, and each Mortgagor does hereby consent to the appointment of such receiver or receivers and agrees not to oppose any application therefor by the Trustee or the Bank.

5.3 Certain Aspects of a Sale. The Bank shall have the right to become the purchaser at any public sale held by the Trustee 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 Note after the same have become due and payable, advertisement and conduct of such sale in the manner provided herein or appointment of any successor Trustee hereunder.

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

5.5 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 any Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against any Mortgagor, and any 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 any Mortgagor, or any Mortgagor's successors or assigns. Nevertheless, any Mortgagor, if requested by the Trustee so to do, shall join in the execution and delivery of all property conveyances, assignments and transfers of the properties so sold.

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

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

Second: To the payment and satisfaction of all costs, expenses and liabilities then due and owing to the Bank;

Third: To the payment of the Indebtedness; and

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

5.7 Waiver of Appraisement, Marshalling, Etc. Rights. Each Mortgagor agrees, to the full extent that such Mortgagor may lawfully so agree, that no Mortgagor will at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but each Mortgagor, for such Mortgagor and all who may claim through or under such Mortgagor, so far as such Mortgagor or those claiming through or under such Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. Each Mortgagor, for such Mortgagor and all who may claim through or under such Mortgagor, waives, to the extent that such Mortgagor may lawfully do so, any and all right to have the Mortgaged Property marshalled upon the foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety. If any law in this paragraph referred to and now in force, of which any Mortgagor or such Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph.

5.8 Costs and Expenses. All costs and expenses (including reasonable attorneys' fees) incurred by the Trustee or the Bank in protecting and enforcing their rights hereunder, shall constitute a demand obligation owing by each Mortgagor to the party incurring such costs and expenses and shall bear interest at the Default Rate (as defined in the Credit Agreement), all of which shall constitute a portion of the Indebtedness.

5.9 Installment Foreclosures. Without limiting any of the powers of remedies provided elsewhere, each Mortgagor agrees that in the event the Indebtedness is payable in installments or includes, at any time, items of matured as well as unmatured indebtedness, the holder of the matured installments or items of indebtedness, as the case

may be, shall have the right to have the Mortgaged Property sold, subject to the part of the Indebtedness which is unmatured at the time the Trustee is requested to make such sale, at Trustee's sale to satisfy the lien and security interest hereof securing the then matured portion of said indebtedness and the Trustee is expressly authorized and empowered to conduct such sale, which is called in this Section 5.10 "Installment Foreclosure". Any Installment Foreclosure made under this Section 5.10 shall not affect the lien, assignment and security interest of this Mortgage existing to secure that portion of the Indebtedness to which the sale is to be made subject. No Installment Foreclosure shall exhaust the power of the Trustee to conduct future Installment Foreclosures nor in anywise limit the powers of sale provided elsewhere in this Mortgage. The provisions elsewhere in this Mortgage relating to manner of conducting Trustee's sale, including the posting, filing and giving of notices thereof, shall also apply to any Installment Foreclosure and the same presumptions shall be applicable to any Trustee's deed or recital therein contained in connection with an Installment Foreclosure and to any other affidavit as hereinabove provided.

5.10 Operation of the Mortgaged Property by the Trustee. Upon the occurrence of an event of default and in addition to all other rights herein conferred on the Trustee, the Trustee (or any person, firm or corporation designated by the Trustee) shall have the right and power, but shall not be obligated, to enter upon and take possession of any of the Mortgaged Property, and to exclude any Mortgagor, and any Mortgagor's agents or servants, wholly therefrom, and to hold, use, administer, manage and operate the same to the extent that any Mortgagor shall be at the time entitled and in his place and stead. The Trustee, or any person, firm or corporation designated by the Trustee, may operate the same without any liability to any Mortgagor in connection with such operations, except to use ordinary care in the operation of such properties, and the Trustee or any person, firm or corporation designated by the Trustee, shall have the right to collect, receive and receipt for all Hydrocarbons produced and sold from said properties, to make repairs, purchase machinery and equipment, conduct work-over operations, drill additional wells and to exercise every power, right and privilege of any 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 Mortgagors.

ARTICLE 6. CONCERNING THE TRUSTEE

6.1 Duties, Powers and Immunities. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this instrument or any other instrument supplemental hereto, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Mortgaged Property or against any Mortgagor or to see to the performance or observance by any Mortgagor of any of the covenants or agreements herein contained. The Trustee shall not be responsible for the execution, acknowledgment or validity of this instrument or of any instrument supplemental hereto or of the Note, or for the sufficiency of the security purported to be created hereby, and make no representation in respect thereof or in respect of the rights of the holders of the Note. The Trustee shall have the right to the advice of counsel upon any matters arising hereunder, and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for his own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

6.2 Successor Trustee. Any Trustee may resign in writing addressed to the Bank or be removed at any time with or without cause by an instrument in writing duly executed by the Bank. In case of the death, resignation or removal of a Trustee, a successor Trustee may be appointed by the Bank by instrument of substitution complying with any applicable requirements of law, and, in the absence of any such requirement, without other 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 rights, powers, privileges, immunities and duties hereby conferred upon the prior Trustee.

6.3 Action by Trustee. Any Trustee from time to time serving hereunder shall have the absolute right, acting individually, to take any action and to give any consent and to exercise any right, remedy, power, privilege or authority conferred upon the Trustee, and no person dealing with the Trustee from time to time serving hereunder shall be

obligated to confirm the power and authority of such Trustee to act.

ARTICLE 7. MISCELLANEOUS

7.1 Advances by the Bank or the Trustee. Each and every covenant herein contained shall be performed and kept by each Mortgagor solely at the expense of each Mortgagor. If any Mortgagor shall fail to perform or keep any of the covenants of whatsoever kind or nature contained in this instrument, the Bank, or the Trustee or any receiver appointed hereunder, may, but shall not be obligated to, make advances to perform the same on behalf of the Mortgagors, and each Mortgagor hereby agrees to repay such sums upon demand plus interest at the Default Rate. No such advance shall be deemed to relieve any Mortgagor from any default hereunder.

7.2 Defense of Claims. Each Mortgagor will notify the Trustee, in writing, promptly of the commmencement of any legal proceedings affecting the lien hereof or the Mortgaged Property, or any part thereof, and will take such action, employing attorneys agreeable to the Trustee, as may be necessary to preserve any Mortgagor's, the Trustee's, and the Bank's rights affected thereby; and should any Mortgagor fail or refuse to take any such action, the Trustee or the Bank may, upon giving prior written notice thereof to any Mortgagor, take such action in behalf and in the name of any Mortgagor and at the expense of the Mortgagor. Moreover, the Bank or the Trustee on behalf of the Bank, may take such independent action in connection therewith as they may in their discretion deem proper, each Mortgagor hereby agreeing that all sums advanced or all expenses incurred in such actions plus interest at the Default Rate will, on demand, be reimbursed to the Bank, the Trustee or any receiver appointed hereunder.

7.3 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 Mortgagors and the entire estate, right, title and interest of the Trustee and the Bank shall thereupon cease; and the Trustee in such case shall, upon the request of any Mortgagor and at such Mortgagor's cost and expense, deliver to such Mortgagor, proper instruments acknowledging satisfaction of this instrument.

7.4 Renewals, Amendments and Other Security. Renewals and extensions of the Indebtedness may be given at

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

7.5 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.

7.6 Unenforceable or Inapplicable Provisions. If any provision hereof or of the Note is invalid or unenforceable in any jurisdiction, the other provisions hereof or of the Note shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Trustee and the Bank in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceablity 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.

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

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

7.9 Successors and Assigns. This instrument is binding upon each Mortgagor and its successors and assigns, and shall inure to the benefit of the Trustee, his successors, and the Bank and its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

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

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

7.12 Special Filing as Financing Statement. This Mortgage shall likewise be a Security Agreement and a Financing Statement and each Mortgagor hereby grants to the Bank, its successors and assigns, a security interest in all personal property, fixtures, accounts, inventory, equipment, contract rights and general intangibles described or referred to in Granting Clauses (a) through (f) herein and all proceeds from the sale, lease or other disposition of the Mortgaged Property or any part thereof. This Mortgage shall be filed for record, among other places, in the real estate records of each county in which the Oil and Gas Leases and the Lands described in Exhibit A hereto, or any part thereof, are situated, and, when filed in such counties shall be effective as a financing statement covering fixtures located on oil and gas properties (and accounts arising therefrom) which are to be financed at the well head of the wells located on the real estate described in Exhibit A attached hereto.

7.13 Notices. Except as otherwise provided in Section 5.9 hereof, any notice, request, demand or other

communication which may be required or permitted to be given or served upon any Mortgagor shall be deemed to have been sufficiently given three (3) days after the date when sent by registered or certified mail, postage prepaid, and addressed to its address shown below its signature at the end of this instrument or to such different address as any Mortgagor shall have designated by written notice received by the Bank.

7.14 Governing Law. The Indebtedness has been created pursuant to the Credit Agreement which was executed and delivered in the State of New York; it being the express intent and agreement of the Mortgagors and the Bank that the Indebtedness be construed and governed in accordance with the laws of the State of New York. Notwithstanding such intention and agreement that the laws of the State of New York shall govern the Indebtedness, the Mortgagors and the Bank expressly covenant and agree that the laws of the State of Wyoming shall apply to enforcement of the power of sale and the other rights and remedies created herein which are given against the Mortgaged Property, including both real and personal property, located within the State of Wyoming.

7.15 Subrogation. It is expressly agreed that the holders of the Note shall be fully subrogated to all liens, assignments, security interests and other rights heretofore held by any party whose indebtedness is paid, in whole or in part, out of the Indebtedness secured hereby.

7.16 Remedies, Etc. Each right, power and remedy of the Bank or the Trustee provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Bank or the Trustee of any one or more of the rights, powers or remedies provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise of any such right, power or remedy with respect to a part only of the Mortgaged Property, shall not preclude the simultaneous or later exercise by the Bank or the Trustee, as the case may be, of any or all such other rights, powers or remedies, or the simultaneous or later exercise by the Bank or the Trustee, as the case may be, of any such right, power or remedy with respect to any other part of the Mortgaged Property, and without in any respect limiting any of the foregoing, the Bank and the Trustee may exercise any or all of the rights and powers and pursue any and all of the

remedies available to a secured party under the Wyoming Uniform Commercial Code as in effect.

7.17 Pooling and Unitization. Mortgagor shall have the right and is hereby authorized to unitize, pool, or combine all or any part of the Mortgaged Properties as to one or more of the formations therein with other lands by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this Mortgage and the Oil and Gas Leases shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation. Immediately after formation of any such unit, Mortgagor shall furnish to Mortgagee, a true copy of the instrument creating such unit, in such number of counterparts as Mortgagee may reasonably request. The interest in any such unit attributable to the Mortgaged Properties (or any part thereof) included therein shall become a part of the Mortgaged Properties and shall be subject to the lien hereof in the same manner and with the same effect as though such unit and the interest of Mortgagor therein were specifically described in Exhibit A. Mortgagor may enter into pooling or unitization agreements not hereinabove authorized only with the prior written consent of Mortgagee.

IN WITNESS WHEREOF, each of the Mortgagors, the Trustee and the Bank have executed or caused to be executed this Mortgage on August 26, 1987, but as of the day, month and year first above written.

MORTGAGORS AND DEBTORS

PRESIDIO OIL COMPANY,
a Delaware corporation

By _____
Grant E. Thayer, President

(Seal)

ATTEST:

_____
Title: Secretary

PRESIDIO EXPLORATION, INC.,
a Colorado corporation

By _____
Grant E. Thayer, President

(Seal)

ATTEST:

_____
Title: Secretary

PEAKE OPERATING COMPANY,
a Delaware corporation

By _____
Grant E. Thayer, President

(Seal)

ATTEST:

_____
Title: Secretary

PETROLEUM DEVELOPMENT CORPORATION,
a Texas corporation

By _____
Grant E. Thayer, President

(Seal)

ATTEST:

_____
Title: Secretary

PRESIDIO ENERGY, INC.
a Delaware corporation

By _____
Grant E. Thayer, President

(Seal)

ATTEST:

_____
Title: Secretary

PEAKE ENERGY, INC.,
a Delaware corporation

By _____
Grant E. Thayer, President

(Seal)

ATTEST:

_____
Title: Secretary

THE PETROLEUM CORPORATION,

By _____
Grant E. Thayer, President

(SEAL)

ATTEST:

_____
Title: Secretary

The address of each of

Presidio Oil Company,
Presidio Exploration, Inc.,
Peake Operating Company,
Petroleum Development Corporation,
Presidio Energy, Inc.,
Peake Energy, Inc. and
The Petroleum Corporation is:

5613 DTC Parkway, Suite 750
Englewood, Colorado 80111-3035

Trustee and Secured Party
TRUSTEE

Daniel D. De Lange

The address of the Trustee is:

One Chase Manhattan Plaza
New York, New York 10081

Mortgagee and Secured Party:

THE CHASE MANHATTAN BANK,
NATIONAL ASSOCIATION

By
Title: Vice President

(Seal)

ATTEST:

Roger K Frey
Title: Vice President

The address of The Chase Manhattan Bank,
National Association is:

One Chase Manhattan Plaza
New York, New York 10081

311

This instrument was prepared by:

Harold F. Moore
Milbank, Tweed, Hadley & McCloy
One Chase Manhattan Plaza
New York, New York 10005

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

The foregoing instrument was acknowledged before me by Grant E. Thayer, President, on behalf of Presidio Oil Company, a Delaware corporation, this 26th day of August, 1987.

Jocelyn F. Chait
Notary Public

[seal]

My Commission Expires:

JOCELYN F. CHAIT
NOTARY PUBLIC, State of New York
No. 31-4706640
Qualified in New York County
Commission Expires April 30, 1989

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

The foregoing instrument was acknowledged before me by Grant E. Thayer, President on behalf of Presidio Exploration, Inc., a Colorado corporation, this 26th day of August, 1987.

Jocelyn F. Chait
Notary Public

seal]

My Commission Expires:

JOCELYN F. CHAIT
NOTARY PUBLIC, State of New York
No. 31-4706640
Qualified in New York County
Commission Expires April 30, 1989

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

The foregoing instrument was acknowledged before me by Grant E. Thayer, President, on behalf of Peake Operating Company, a Delaware corporation, this 26th day of August, 1987.

Jocelyn F. Chait
Notary Public

seal]

My Commission Expires:

JOCELYN F. CHAIT
NOTARY PUBLIC, State of New York
No. 31-4700640
Qualified in New York County
Commission Expires April 30, 1989

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

The foregoing instrument was acknowledged before me by Grant E. Thayer, President, on behalf of Petroleum Development Corporation, a Texas corporation, this 26th day of August, 1987.

Notary Public

seal]

My Commission Expires:

JOCELYN F. CHAIT
NOTARY PUBLIC, State of New York
No. 31-4705640
Qualified in New York County
Commission Expires April 30, 1988

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

The foregoing instrument was acknowledged before me by Grant E. Thayer, President, on behalf of Presidio Energy, Inc., a Delaware corporation, this 26th day of August, 1987.

Jocelyn F. Chait
Notary Public

[seal]

My Commission Expires:

JOCELYN F. CHAIT
NOTARY PUBLIC, State of New York
No. 31-4705840
Qualified in New York County
Commission Expires April 30, 1988

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

The foregoing instrument was acknowledged before me by Grant E. Thayer, President, on behalf of Peake Energy, Inc., a Delaware corporation, this 26th day of August, 1987.

Jocelyn F. Chait
Notary Public

seal]

My Commission Expires:

JOCELYN F. CHAIT
NOTARY PUBLIC, State of New York
No. 31-4705640
Qualified in New York County
Commission Expires April 30, 1988

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

The foregoing instrument was acknowledged before me by Grant E. Thayer, President, on behalf of The Petroleum Corporation, a Delaware corporation, this 26th day of August, 1987.

Jocelyn F. Chait
Notary Public

seal]

My Commission Expires:

JOCELYN F. CHAIT
NOTARY PUBLIC, State of New York
No. 31-4705640
Qualified in New York County
Commission Expires April 30, 1989

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

The foregoing instrument was acknowledged before me by Daniel D. De Lange, as Trustee, this 26th day of August, 1987.

Jocelyn F. Chait
Notary Public

seal]

My Commission Expires:
JOCELYN F. CHAIT
NOTARY PUBLIC, State of New York
No. 31-4705840
Qualified in New York County
Commission Expires April 30, 1988

[redacted] [redacted] [redacted]

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

The foregoing instrument was acknowledged before me by Richard D. Grant, Vice President, on behalf of The Chase Manhattan Bank, National Association, a national banking association, this 26th day of August, 1987.

Jocelyn F. Chait
Notary Public

seal]

My Commission Expires:

JOCELYN F. CHAIT
NOTARY PUBLIC, State of New York
No. 31-4706640
Qualified in New York County
Commission Expires April 30, 1988

SCHEDULE 1

Take or Pay Contracts

None

EXHIBIT A

WYOMING

To that certain Deed of Trust, Assignment of Production, Security Agreement and Financing Statement from Presidio Oil Company, et. al. to Daniel D. De Lange, Trustee, and The Chase Manhattan Bank, National Association, dated as of August 27, 1987.

1. All of the lands and interests, all of the Oil and Gas Leases and interests therein, mineral interests, royalty interests, overriding royalty interests, production payment interests and other titles and interests of Mortgagors, by whatever name called, in and to the lands, leases and other properties are described and are included in this Exhibit A, regardless of whether the description in this Exhibit A is by instrument reference description or particular property description.

Without limiting the foregoing, Mortgagors represent and warrant that (a) their Net Revenue Interest in the respective properties described in said exhibit is not less than the decimal share stated under the respective descriptions of such properties, (b) their Working Interest in the respective leasehold interests described in said exhibit is not greater than the decimal share stated under the respective descriptions of such properties, and (c) this Mortgage will attach as a first and prior lien to such warranted share of production and leasehold working interest in addition to any other present or future interest that Mortgagors may have or acquire in said properties.

The term "Net Revenue Interest" or "NRI", as used in this Exhibit A, shall mean the present interest of Mortgagors in and to the gross production of hydrocarbons produced, saved and sold from, under and by virtue of each of the Oil and Gas Leases or attributable to the royalty, overriding royalty, production payment and other interests described in this Exhibit A (whether accurately described herein or not) after giving effect to all valid lessor's royalties, overriding royalties, production payments, carried interests and all other encumbrances or charges against production therefrom.

The term "Working Interest" or "WI", as used in this Exhibit A, shall mean the present interest of Mortgagors in and to the full and entire leasehold estate created under and by virtue of each of the Oil and Gas Leases described herein (whether accurately described or not) and all rights and obligations of every kind and character appurtenant thereto or arising therefrom, without

regard to any valid lessor's royalties, overriding royalties, production payments, carried interests and other encumbrances or charges against production therefrom. In those instances where the operating rights have been severed from the ownership of the leasehold estate, the term shall also mean the interest in and to such operating rights as distinguished from the official record title to the leasehold estate.

Mention is made that in this Exhibit A references made to a particular formation, depth, parcel or unit in connection with an Oil and Gas Lease description or other description are not intended as a limitation on the description, but are for identification of the formation, depth, unit designation or parcel with respect to which the Net Revenue Interest and Working Interest (as applicable) is warranted as provided herein. It is the intent of the Mortgagors and the Bank to include in the Mortgaged Property all of the interests of Mortgagors in each Oil and Gas Lease and other interest comprising a portion of the Mortgaged Property and in the land described therein and in substances produced from the land communitized or unitized therewith.

All references in this Exhibit A to recording data of an Oil and Gas Lease or other instrument include, and are intended as a reference to, the Book and the page of the appropriate County Record where recorded, and reference is hereby made to each of such instruments and the record thereof for all purposes, including, but not limited to, reference for further description of the Mortgaged Property mortgaged by this Mortgage.

All references in this Exhibit A to an Oil and Gas Lease, mineral deed, royalty deed, operating agreement, gas purchase agreement, pooling or unitization agreement or declaration of other title instrument (whether accurately described herein or not) are hereby declared to include all instruments of ratification, amendment or reformation relative thereto, whether or not expressly mentioned in this Exhibit A, and all such instruments of ratification, amendment and reformation, together with the respective records thereof in the appropriate County, if and when recorded, are incorporated by reference.

The leases and agreements affecting each state and federal lease may be found by referring to the relevant oil and gas lease file number as that number is shown on this Exhibit A.

2. Mention is made that the oil and gas leasehold interests described in this Exhibit A are described by setting forth a description of (a) the well or property number of Mortgagors with respect to such lease, (b) the

[redacted] [redacted] [redacted]

Working Interest or WI of the Mortgagors, (c) the Net Revenue Interest or NRI of the Mortgagors, (d) the name of the Lessor under the Lease, (e) the name of the original Lessee under the Lease, (f) the date of the Lease, (g) the recording information pertaining to the Lease (either the relevant Book/Page or, in the case of governmental Leases, the Lease Number), and (h) the acreage affected by such mineral interest, together with any applicable depth or geological formation limitation or restriction. The Net Revenue Interest and the Working Interest are expressed in percentage form. A few of the lease descriptions refer to "BPO" and "APO", or "Before Payout" and "After Payout". The term "payout", as used in this context, has reference to a point in time when specified costs are recovered from specified revenues of the relevant Lease.

3. The Mortgage is being executed in several counterparts, each of which is an original and all of which are substantially identical and shall together constitute but one and the same Mortgage except that, to facilitate recordation, there is attached to each counterpart which is to be recorded only that portion of this Exhibit "A" which contains the description of the lands located in the county where that particular counterpart will be recorded. The counties in Wyoming where properties are located are Big Horn, Campbell, Carbon, Crook, Freemont, Natrona, Sublette, Sweetwater, Tremont, Uinta, Washakie and Weston. A cover page with the particular county name will precede the actual property descriptions in each county reflected on this Exhibit "A". Complete counterparts of the Mortgage have been delivered to the Bank and the Trustee and a complete counterpart of the Mortgage, together with all portions of the Exhibit "A", shall be recorded and shall be available in the records of the Secretary of State for the State of Wyoming.

WESTERN REGION
8/87

Osprey Prospect
Sublette, Wyoming

Well Name	Lessor	Lessee	Lease Date	Book/Page	Description
Fed. No. 40-28 WI: .187500 NRI: .138750	USA W-62117	R. Ken Williams	02/01/78 re-recorded re-recorded	60/198 67/647 68/167	LOC:T27N-R111W Sec. 28: SE T27N-R111W Sec.28: E/2,NW, N/2SW, SESW
Fed. No. 20-28 WI: .187500 NRI: .138750	Same as above				LOC:T27N-R111W Sec.28: NE

BIRD CANYON PROSPECT
Sublette County, Wyoming

Well Name	Lessor	Lessee	Lease Date	Book/Page	Description
WALSTROM FEDERAL #30-1	United States of America Fed Competitive Lease #W-64985	L. A. Walstrom, Jr.	10-01-78	Not recorded	Township 27 North, Range 112 West Sec. 1: SW¼

WI: 0.500000
NRI: 0.423750

WESTERN REGION
8/87

Heron Prospect
Sublette, Wyoming

Well Name	Lessor	Lessee	Lease Date	Book/Page	Description
Heron State 10-16	State of Wyoming W-72-28069	Betty B. Shaffer	11/02/72	69/266	LOC:T27N-R111W Sec.16: NW T27N-R111W Sec.16: All
WI BPO: .187500 NRI BPO: .148594 WI APO: .121875 NRI APO: .103898					
Phillips State 2-16	Same as above				LOC:T27N-R111W Sec.16: SW Same as above
WI BPO: .000000 NRI BPO: .000000 WI APO: .060938 NRI APO: .051949					
Phillips State #1-16	Same as above				LOC:T27N-R111W Sec.16: SE Same as above
WI BPO: .000000 NRI BPO: .003046 WI APO: .060937 NRI APO: .051949					

[redacted] [redacted] [redacted]

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on .....AUGUST 31,..... 19....87... The mortgagor is JOEL AMOS AND BOBBI AMOS,..... ..AS JOINT TENANTS..... ("Borrower"). This Security Instrument is given to ....FIRST WYOMING BANK - BIG PINEY..... , which is organized and existing under the laws of ....THE UNITED STATES OF AMERICA and whose address is ....440 BUDD AVENUE, BIG PINEY, WY 83113..... ("Lender"). Borrower owes Lender the principal sum of ...EIGHTEEN THOUSAND AND NO/100..... ..**********Dollars (U.S. $....18,000.00.....). 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 ...FEBRUARY 29, 1988..... This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in ....SUBLETTE..... County, Wyoming:

LOTS 11 AND 12, BLOCK 9, C. P. MacGLASHAN'S FIRST ADDITION TO THE TOWN OF BIG PINEY, 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.

217794

RECORDED Sept. 1 19 87 2:00 PM
IN BOOK 48 mty PAGE 328
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

which has the address of ...BUDD AVENUE..... [Street], ...BIG PINEY..... [City],

Wyoming .....83113..... [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

[redacted] [redacted] [redacted]

[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 a 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 taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

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

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

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

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

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X ..... (Seal)
JOHN AMOS —Borrower

X ..... (Seal)
BOBBI AMOS —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this August 31, 1987 (date) by JOHN AMOS AND BOBBI AMOS (person acknowledging)

My Commission expires: January 10, 1991

Kathleen A. King - Notary Public
County of Sublette — State of Wyoming
My Commission Expires Jan. 10, 1991

Kathleen A. King
Notary Public

SEP 08 1987 REC'D FCS REMMERER AUG 14 1987

FORM 2290-Agent (Rev. 5-84)
Page 1

The Federal Land Bank of Omaha

REC'D FCS CASPER AUG 12 1987

AGREEMENT REAMORTIZING MORTGAGE

485

LOAN NUMBER
7 0 7 - 3 8 5 6 8 7 9 3

$12.00

RECORDED Sept. 1, 1987 4:30P
IN BOOK 254PR PAGE 485
NO. 677621 ELIZABETH C. WALL, CLERK

WHEREAS, M.F. Whelan Company

executed and delivered to The Federal Land Bank of Omaha (Post Office address, Omaha, Nebraska) a certain note secured by a mortgage upon real property situated in Lincoln & Sublette County, State of Wyoming, said mortgage being recorded in Book 184PR & 35 of Mortgages, on Page(s) 171 and 72, ~~or as~~ respectively, of the records of said County; and

WHEREAS, the present owner(s) (and contract purchasers, if any) of the following-described security in Lincoln County, State of Wyoming:

	SEC.	TWP.	RE.
Lots 2, 3, 8,9 and 14, and $SW\frac{1}{4}$ $NE\frac{1}{4}$, and $NW\frac{1}{4}$ $SE\frac{1}{4}$ - - - - - -	5	26N	112 W 6th P.M.

and the following-described real estate in Sublette County, Wyoming

Lot 7, and $SW\frac{1}{4}$ $SE\frac{1}{4}$ -	29		
Lot 1, and $W\frac{1}{2}$ $NE\frac{1}{4}$, and $NW\frac{1}{4}$, $N\frac{1}{2}$ $SW\frac{1}{4}$; and $SE\frac{1}{4}$ $SW\frac{1}{4}$ and $W\frac{1}{2}$ $SE\frac{1}{4}$ -	32		
All in -		27N	112 W 6th P.M.

217283

RECORDED Sept 4 1987 2:30 PM
IN BOOK 48 misc PAGE 332
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Petty

has consented to The Federal Land Bank of Omaha reamortizing the balance remaining unpaid on said mortgage loan in accordance with Form 2216, Reamortization Computation and Agreement.

NOW, THEREFORE, The Federal Land Bank of Omaha agrees to reamortize said mortgage loan, and the aforesaid present owner(s) (and contract purchasers, if any) hereby promises and agrees to pay said unpaid balance according to all the terms and conditions of an agreement to reamortize heretofore executed and delivered to The Federal Land Bank of Omaha. Said agreement to reamortize provides for the payment of said unpaid balance with interest at the said rate on an amortization plan, the last installment being due and payable on January 1, 2007. Said agreement further provides that the Bank may establish a higher or lower rate of interest, which will thereupon apply to the unmatured balance of the debt and will remain in effect until a different rate of interest is established. When a different rate of interest is established, the amount of each subsequent payment will be increased or decreased to reflect the different rate of interest. All defaulted payments on advances for taxes, for payment of insurance premiums and liens made under the terms of the mortgage and on all delinquent amounts after maturity will bear interest from the date of default until paid at a rate which is equal to the then current interest rate plus two percent per annum, or such higher or lower rate as may from time to time be established.

The rights of the mortgagee against all persons, other than the person(s) executing or consenting to this agreement, who may, in any manner, be personally liable on any or all of the original indebtedness, or who may have any interest in or lien on any or all of the security covered by the mortgage, are reserved. Any and all persons against whom rights are so reserved may demand that the mortgagee enforce all rights as to such indebtedness as though this agreement of reamortization had not been made. In the event such demand is made, this agreement will be null and void as to such nonconsenting parties. All rights against anyone, against whom rights are herein reserved, may be waived or may be enforced as if this agreement had not been made.

Dated Oct. 21, 1987

Deborah Vicars Hogue

Martin Whelan Wilson

Mary A. Sylvester

Neva Anne Fenex

THE FEDERAL LAND BANK OF OMAHA
By Federal Land Bank Association of
Wyoming
Its Agent and Attorney-in-fact

Attest: James Kolm, Ass't Secretary

Michael W. Saunders, President

Released
Book 16 Rel.
page 236

186

STATE OF New York
COUNTY OF Tompkins } ss.

On this 4th day of August, 19 87, before me, a Notary Public in and for said County and State, personally appeared Deborah Vicars Hogue

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

MARY A. COLE
Notary Public, State of New York
No. 4730084
Qualified in Tompkins County
Commission Expires Jan. 31, 1989

My commission expires _____.

Mary A Cole
(Type or print name under signature)
Notary Public in and for said County and State
MARY A. COLE

STATE OF Wyoming
COUNTY OF Natrona } ss.

On this 12th day of August, 19 87, before me, a Notary Public in and for said County and State, personally appeared Michael W. Saunders

to me personally known to be the identical person who executed the foregoing instrument, who being by me duly sworn did say that he is president of the above-named Federal Land Bank Association; that said instrument was signed and sealed by him as agent and attorney-in-fact on behalf of, said as a voluntary act and deed of, The Federal Land Bank of Omaha, a corporation organized and existing under the laws of the United States.

My commission expires March 4, 1989.

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

Faith Erin Robinett - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Mar. 4, 1989

[redacted] [redacted] [redacted]

487

FORM 2290-Agent (Rev. 1-84)
Page 2

STATE OF Colorado
COUNTY OF Arapahoe } ss

On this 31st day of July, 19 87, before me, a Notary Public in and for said County and State, personally appeared Martin Whelan Wilson

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

My commission expires 5/19/90.

334

335

188

STATE OF Colorado }
COUNTY OF Arapahoe } ss

On this 30th day of July, 19 87, before me, a Notary Public in and for said County and State, personally appeared Mary A. Sylvester

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

My commission expires 5/19/90.

STATE OF Colorado
COUNTY OF Jefferson } ss.

On this 24th day of July, 19 87, before me, a Notary Public in and for said County and State, personally appeared Neva Anne Fenex

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

My commission expires 7-26-91.

336

Blank

Page

217858

RECORDED Sept 8 1987 2:45P M
IN BOOK 48 mtg PAGE 338
FEES $ 10.00 Mary L. LanKford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marc Riley

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 2, 19 87. The mortgagor is IVAN O. IVERSON AND MARJORIE A. IVERSON, AS JOINT TENANTS ("Borrower"). This Security Instrument is given to FIRST WYOMING BANK - BIG PINEY, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 440 BUDD AVENUE, BIG PINEY, WY 83113 ("Lender"). Borrower owes Lender the principal sum of EIGHTY ONE THOUSAND AND NO/100 ********** Dollars (U.S. $ 81,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 10, 1997. 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 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, AND 24, BLOCK 31; AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24, BLOCK 40; ALL IN THE MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

THAT PART OF LOT 2 OF THE MILLEG HEIGHTS ADDITION TO THE TOWN OF BIG PINEY OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF SUBLETTE COUNTY IN BOOK 16 OF MISCELLANEOUS ON PAGE 386 LYING AND BEING SITUATE IN THE WESTERLY PORTION OF SAID LOT 2 AND PART OF THE SW1/4NW1/4 OF SECTION 36, T.30N., R.112W., SUBLETTE COUNTY, WYOMING DESCRIBED AS FOLLOWS:
Beginning at the northwest corner of said Lot 2 on the southerly right-of-way line of State Highway 350;
thence N.87°57'E., 72.2 feet along said right-of-way line identical with the north line of said Lot 2 to a corner;
thence S.01°57'E., 200.0 feet to a corner on the south line of said Lot 2 and on the northerly right-of-way line of said Milleg Lane;
thence S.87°57'W., 71.9 feet along said south line and northerly right-of-way line to southwest corner of said Lot 2;
thence N.02°03'W., 200.0 feet along the west line of said Lot 2 to the corner of beginning.

which has the address of MAXWELL AVENUE [Street], MARBLETON [City],
Wyoming 83113 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 a 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 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 convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X Ivan O. Iverson ..... (Seal)
IVAN O. IVERSON —Borrower

X Marjorie A. Iverson ..... (Seal)
MARJORIE A. IVERSON —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this September 2, 1987 (date) by IVAN O. IVERSON AND MARJORIE A. IVERSON (person acknowledging)

My Commission expires: December 1, 1990

Scott R. Estep - Notary Public
Notary Public

Scott R. Estep - Notary Public
County of Sublette State of Wyoming
My Commission Expires December 1, 1990

217873

RECORDED September 9 1987 9:30 A.M
IN BOOK 48 Mtg. PAGE 342
FEES $10.00 Mary L. Lankford 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 AUGUST 28, 19 87. The mortgagor is DONALD D. POPE AND MAISIE ANN POPE, AS JOINT TENANTS ("Borrower"). This Security Instrument is given to FIRST WYOMING BANK - BIG PINEY, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 440 BUDD AVENUE, BIG PINEY, WY 83113 ("Lender"). Borrower owes Lender the principal sum of TWENTY THOUSAND TWO HUNDRED FORTY AND 50/100 ********** Dollars (U.S. $ 20,240.50). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 10, 1990. 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 19 AND 20, BLOCK 14, 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.

which has the address of 11 TAYLOR AVENUE [Street], MARBLETON [City],
Wyoming 83113 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Released
Book 16 Rel
342 page 271

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 a 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 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 convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. **Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X Donald D. Pope (Seal)
DONALD D. POPE —Borrower

X Maisie Ann Pope (Seal)
MAISIE ANN POPE —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this August 28, 1987 (date) by DONALD D. POPE AND MAISIE ANN POPE (person acknowledging)

My Commission expires: December 1, 1990

Scott R. Estep
Notary Public

Scott R. Estep - Notary Public
County of Sublette
State of Wyoming
My Commission Expires December 1, 1990

State of Wyoming

Mortgage

FHA Case No.
591-0471741-703

Know All Men by These Presents, That Nancy Dawn Failoni, a single woman

herein designated as Mortgagor, of P.O. Box 1074, Big Piney, County of Sublette, State of Wyoming 83113, to secure the payment of the principal sum of --Fifty Five Thousand Three Hundred Fifty and No/100-- Dollars ($ 55,350.00), with interest at the rate of --Eight and Three Eighths-- per centum (08.375 %) 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 Four Hundred Forty One and 04/100 -- Dollars ($ 441.04), commencing on the first day of November 19 87, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October 2012, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 4, Block 4, Ball First Addition to the Town of Marbleton, Sublette County, Wyoming

217879

RECORDED Sept. 9 19 87 2:20 PM
IN BOOK 48 mtg PAGE 346
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

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 part on any installment due date.

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

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

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346

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee 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.

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

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

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

And the said wife of the said upon the consideration aforesaid, does hereby release and forever 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 her hand(s) this 9th day of September , 1987

In the presence of—

Nancy Dawn Failoni

Nancy Dawn Failoni

348

The State of Wyoming

ss:

County of Sublette

On this 9th day of September, 19 87, before me personally appeared Nancy Dawn Failoni 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 notarial seal, this 9th day of September, A.D. 19 87

NANCY ESPENSCHIED NOTARY PUBLIC [SEAL] SUBLETTE COUNTY WYOMING

My commission expires 5/24/88

Nancy Espenschied
Notary Public.

State of Wyoming

ss:

County of

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

[redacted] [redacted] [redacted]

FHA DUE ON TRANSFER RIDER

This rider is made this 9th day of September, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed 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 Mortgage, Deed of Trust, or Security Deed and located at 604 East 5th Street Marbleton, Wy 83113 (property address)

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Borrower accepts and agrees to the terms contained in this rider.

Nancy Dawn Failoni
(Borrower)
Nancy Dawn Failoni

(Borrower)

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 9th day of September, 19 87.

Nancy Dawn Failoni
Signature

Signature

Nancy Dawn Failoni
Printed

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 Nancy Dawn Failoni and appears recorded in book 48 of mortgages, beginning on page 346 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 4, Block 4, Ball First Addition to the Town of Marbleton, Sublette County, Wyoming

217880

RECORDED Sept 9 1987 2:25 PM
IN BOOK 48 Mtg PAGE 352
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

together with the note or notes 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 the 9th day of September, 1987.

*Doing business without a corporate seal.

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

Attest Sally M. Johnson

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me by Stephen M. Walsh the 9th day of September 1987.

Witness My hand and official seal.
My Commission expires:

Pauline Polkinghorne - Notary Public
County of Teton
State of Wyoming
My Commission Expires July 30, 1989

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on .....SEPTEMBER 2,....., 19.....87.. The mortgagor is LINNIE LAIN AND THOMAS J. ROMERO AND FLORETTA KAY ROMERO AS..... ...JOINT TENANTS..... ("Borrower"). This Security Instrument is given to ....FIRST WYOMING BANK - BIG PINEY....., which is organized and existing under the laws of .....THE UNITED STATES OF AMERICA and whose address is ....440 BUDD AVENUE, BIG PINEY, WY 83113..... ("Lender"). Borrower owes Lender the principal sum of ....FOURTEEN THOUSAND EIGHT HUNDRED SIX AND 81/100..... ...**********Dollars (U.S. $.....14,806.81.....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on ....SEPTEMBER 15, 1990..... 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, 2, 3, AND 4, BLOCK 41, OF THE 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.

218030

RECORDED Sept 14 19 87 3:30 PM
IN BOOK 48 mtg PAGE 353
FEES $10.00 Mary L. Lockhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: marie Riley

which has the address of ....106 MAXWELL STREET [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.

[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 a 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 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 convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

[redacted] [redacted] [redacted]

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X Linnie Lain
Linnie Lain

X Thomas J. Romero ..... (Seal)
THOMAS J. ROMERO —Borrower

X Floretta Kay Romero ..... (Seal)
FLORETTA KAY ROMERO —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE ..... County ss:

The foregoing instrument was acknowledged before me this September 2, 1987 (date) by .....

LINNIE LAIN AND THOMAS J. ROMERO AND FLORETTA KAY ROMERO
(person acknowledging)

My Commission expires:
December 1, 1990

Notary Public

Scott R. Estep - Notary Public
County of Sublette
State of Wyoming
My Commission Expires December 1, 1990

SUBORDINATION

Gerald L. Waters and Mary Lee Waters is the owner and holder of the following-described instrument(s) executed by Linnie P. Lain of Sublette County, State of Wyoming.

Title of Instrument: Mortgage
Date of Instrument: April 26, 1985
Date Filed: April 26, 1985
Office: Sublette County Clerk
Page #: 571
Book #: 43

And, First Wyoming Bank-Big Piney hereinafter called the "Lender" has agreed to loan $ 14,806.81 to Thomas J. Romero & Floretta Kay Romero & Linnie Lain hereinafter called the "Borrower".

THEREFORE, in consideration the Lender's agreement to make such a loan to Borrower, Gerald L. Waters & Mary Lee Waters hereby (1) consents for the Borrower to obtain said loan from the Lender, and (2) agrees to and hereby subordinates in favor of the Lender and his/her successors and assigns it's liens or security interests created or evidenced by the above-described instruments(s) insofar as the following described property:

Lots 1, 2, 3, and 4, Block 41 of the Marbleton Townsite, Sublette County, Wyoming.

218031

RECORDED Sept 14 19 87 3:30 P M
IN BOOK 48 mtg PAGE 357
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Tyne Riley

This subordination is limited to the amount actually loaned by the Lender to the Borrower (principal and accrued interest) and also the amount actually advanced for foreclosure costs and other advances made or to be made by the Lender, for a total limitation not to exceed $ Unlimited. Any amount which is in excess of this figure will not be covered by this subordination unless prior written consent was obtained from Gerald L. Waters & Mary Lee Waters for incuring the expenditure in question.

IN WITNESS WHEREOF, Gerald L. Waters and Mary Lee Waters has caused this subordination to be signed on the 21st day of August, 1987.

WITNESS: _____

_____

_____

_____

Gerald L. Waters

Mary Lee Waters

_____

_____

State of NEVADA
County of CLARK

The foregoing instrument was acknowledged before me by Gerald L. Waters and Mary Lee Waters this 21st day of August, 1987.

Witness my hand and official seal.

Mitzi Adams
Notary Public

[redacted] [redacted] [redacted] MITZI ADAMS

5/5 (Rev. 4-75)

MORTGAGE

THIS MORTGAGE, made this 2ND day of SEPTEMBER, 19 87 by
LILLIAN E. HARROWER also known as LILLIAN HARROWER

residing (or having its principal place of business) within the County (or Counties) of LINCOLN,
State of WYOMING, Mortgagor, hereby mortgages to UTAH 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 FORTY EIGHT THOUSAND NINE HUNDRED SIXTY SEVEN AND NO/100 - -,
the following described real property in the County of SUBLETTE, State of WYOMING, to-wit:

REFERENCE IS MADE TO THE ATTACHED EXHIBIT 'A' WHICH IS INCORPORATED HEREIN TO THE SAME PURPOSE AND EFFECT AS IF RECITED HERERIN AT LENGTH.

218051

RECORDED Sept 15 19 87 1045AM
IN BOOK 48 mtg PAGE 358
FEES $ 8.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

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
09/02/87	$1,148,967.00	11.25 % per annum	ON DEMAND, IF NO DEMAND MADE THEN ON 01/06/88
	$	% per annum	
	$	% 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.

358 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 if 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

STATE OF .....WYOMING.....)
)
County of .....UINTA.....)

On this 2ND day of SEPTEMBER, 19 87 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(s) whose name(s) IS subscribed to this instrument and acknowledged to me that SHE executed it.

Marjorie Jones
Notary Public
County of
Uinta
State of
Wyoming
My Commission Expires
Jan. 17, 1988

WITNESS my hand and official seal

Marjorie Jones

Notary Public in and for said County and State

FCB 1209 (3-87) Notarial Acknowledgment — Individual

TO

PRODUCTION CREDIT ASSOCIATION

Address .....

EXHIBIT 'A' TO MORTGAGE DATED SEPTEMBER 2, 1987

TOWNSHIP 27 NORTH, RANGE 114 WEST, 6TH P.M.

SECTION 11: S½NE¼, N½SE¼, S½NW¼, N½SW¼
SECTION 12: E½NE¼, SW¼NE¼, NW¼SE¼, N½SW¼, S½NW¼

TRACT 53 (FORMERLY DESCRIBED AS E½SW¼ AND W½SE¼) OF SECTION 32 IN TOWNSHIP 28 NORTH, RANGE 113 WEST OF THE 6TH P.M., WYOMING, CONTAINING 160 ACRES, MORE OR LESS.

LOTS 2, 3 AND 4 AND THE SW¼NW¼ OF SECTION 5; LOTS 1, 2, 3, 4 AND 5 AND THE SE¼NW¼ AND THE S½NE¼ OF SECTION 6 IN TOWNSHIP 27 NORTH, RANGE 113 WEST OF THE 6TH P.M., WYOMING, CONTAINING 471.84 ACRES, MORE OR LESS.

LOTS 3 AND 4, AND THE S½NW¼ OF SECTION 1 IN TOWNSHIP 27 NORTH, RANGE 114 WEST OF THE 6TH P.M., WYOMING, CONTAINING 160.77 ACRES, MORE OR LESS.

LOTS 1 AND 2, AND THE S½NE¼ OF SECTION 1 IN TOWNSHIP 27 NORTH, RANGE 114 WEST OF THE 6TH P.M., WYOMING, CONTAINING 160.23 ACRES, MORE OR LESS.

TOWNSHIP 28 NORTH, RANGE 112 WEST, 6TH P.M.

SECTION 9: NE¼SE¼
SECTION 10: S½N½, S½
SECTION 11: SW¼NW¼, W½SW¼
SECTION 14: SW¼NE¼, NW¼NW¼, SE¼
SECTION 15: N½NE¼, NE¼NW¼

Lillian E. Harrower
LILLIAN E. HARROWER aka LILLIAN HARROWER

361

ASSIGNMENT OF MORTGAGE - Corporation

KNOW ALL MEN BY THESE PRESENTS, That Superior Mortgage, Inc. a Corporation, the party of the first part, in consideration of the sum of Forty Nine Thousand and No/100ths---------- Dollars lawful money of the United States of America, to it in hand paid by CENTRAL MORTGAGE CORPORATION, it's successors and/or assigns A Corporation, the party of the second part, at or before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and, by these presents, does grant, bargain, sell, assign, transfer, transferred, and set over, unto the said party of the second part, its successors and assigns, a certain INDENTURE OF MORTGAGE, Bearing date 22nd of May 19 87, Recorded Document #Book 26,pg.91 of the Mortgage Records of SUBLETTE COUNTY WYOMING and made by BRUCE ANDERSON AND MARJENE L ANDERSON, HUSBAND AND WIFE

to Superior Mortgage, Inc. and all its right, title and interest to the premises therein described, as follows, to-wit:

LOT 7, BLOCK 26, COOLEY FIFTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

218062

RECORDED Sept 16 19 87 11:00 AM
IN BOOK 48 mtg PAGE 361
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Together with the note therein described, and the money due or to become due thereunder, including interest thereon, TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever, subject only to the provisions of said INDENTURE OF MORTGAGE therein contained.

And the party of the first part does hereby make, constitute and appoint the said party of the second part, its true and lawful attorney, irrevocable, in its name, or otherwise, but at their own proper costs and charges, to have, use, and take all lawful ways and means for the recovery of the said money and interest, and, in case of payment, to discharge the same as the part of the first part might, or could do, if these presents were not made.

IN WITNESS WHEREOF, Superior Mortgage, Inc. a corporation of the State of Nebraska has caused this Assignment of Mortgage to be executed by its President and attested by its Secretary and its Corporate Seal to be hereunto affixed the 26th day of May in the year 19 87 .

SUPERIOR MORTGAGE, INC.

By: Richard L. Hodtwalker
Richard L. Hodtwalker/Asst. V.P.

Attest: Donna F. Peters
Donna F. Peters/Asst. V.P.

SUPERIOR MORTGAGE INC. CORPORATE SEAL NEBRASKA

State of Nebraska)
) ss.
County of Hall)

On this 26th day of May , 19 87 , before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally came the above named Richard L. Hodtwalker and Donna F. Peters of Superior Mortgage, Inc. who are personally known to me to be the identical persons whose names are affixed to the above assignment of Mortgage as the President and Secretary of said Corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of the said Corporation.

WITNESS my hand and official seal, in Grand Island, in said County, the date aforesaid.

GENERAL NOTARY-State of Nebraska
KAREN KUTILEK
My Comm. Exp. April 29, 1990

Karen Kutilek
Notary Public

My commission expires:
Return to: Superior Mortgage, Inc.
[redacted]
P.O. Box "S"
Grand Island, NE 68802
[redacted] [redacted]

[redacted] MORTGAGE DEED—FORM NO. 4-A—SPECIAL [redacted] [redacted] 17234

M O R T G A G E

THIS MORTGAGE, made this 4th day of September, 19 87, between

GARY R. GREGORY and JUDITH ANN GREENHOOD, now known as JUDITH ANN GREGORY, husband and wife

of Box 827, Pinedale, Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and

THE JACKSON STATE BANK, a Wyoming Banking Corporation

of Box 178, Jackson, Teton County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of SEVENTY THOUSAND AND NO/100----------

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($ 70,000.00) 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 6, Favazzo Subdivision No. 2, Sublette County, Wyoming.

218169

RECORDED Sept. 18 19 87 10:00 A M
IN BOOK 48 mtg PAGE 362
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

Released Book 16 Rel page 257
Extension Agreement 9/22/92 Book 55 Mtg page 759

362

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 SEVENTY THOUSAND AND NO/100----------

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($ 70,000.00) Dollars, together with interest thereon at the rate of TEN AND THREE QUARTERS per cent 10(.75 %) per annum from September 10, 19 87, until paid, according to the conditions of a promissory note ___, dated September 4, 19 87, the ultimate maturity date of which is September 10, 19 92, which promissory note was executed and delivered by

GARY R. GREGORY and JUDITH ANN GREGORY

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 INSURED 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.

[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.

Gary R. Gregory

Judith Ann Gregory, formerly Judith Ann Greenhood

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Teton } ss.

On this 4th day of September, 19 87, before me personally appeared

Gary R. Gregory and Judith Ann Gregory, formerly Judith Ann Greenhood

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
County of Teton
Notary Public
State of Wyoming
My Commission Expires May 14, 1990

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

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

to me known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that

_____ executed the same as _____ free act and deed, including the release and waiver of homestead.

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

My commission expires: _____.

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

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

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

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

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

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

My commission expires: _____.

365 Released BK. 14 Rel @ pg. 251

218185

RECORDED September 21 1987 9:00 AM
IN BOOK 48 Mtg. PAGE 365
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

[Space Above This Line For Recording Data]

CONSTRUCTION

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on .....SEPTEMBER 15,....., 19....87... The mortgagor is BRIAN A. SAWYER AND CAROL J. SAWYER, ..AS JOINT TENANTS..... ("Borrower"). This Security Instrument is given to ....FIRST WYOMING BANK - BIG PINEY....., which is organized and existing under the laws of ....THE UNITED STATES OF AMERICA and whose address is ....440 BUDD AVENUE, BIG PINEY, WY 83113..... ("Lender"). Borrower owes Lender the principal sum of ...SEVENTY TWO THOUSAND NINE HUNDRED THIRTY AND NO/100 ..**********Dollars (U.S. $....72,930.00.....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on ...JANUARY 15, 1988..... This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in ....SUBLETTE..... County, Wyoming:

LOTS 1, 2, AND 3, BLOCK 6, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

which has the address of .....[Street], ...MARBLETON.....[City],

Wyoming .....83113..... ("Property Address");
[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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as a 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 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 convenants 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 th[redacted]ions secured hereby shall remain fully [redacted]e as if no acceleration had occurred. Ho[redacted] right to reinst[redacted]not apply in the case of acceleration un[redacted]graphs 13 or 17. [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.

THE TERMS OF REPAYMENT OF THE NOTE REFERRED TO ON THE FRONT PAGE OF THIS DOCUMENT ARE AMENDED TO BE THE SAME AS THOSE SET OUT IN THE NOTE SECURED BY THIS DOCUMENT

X Brian A. Sawyer (Seal)
BRIAN A. SAWYER —Borrower

X Carol J. Sawyer (Seal)
CAROL J. SAWYER —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this September 15, 1987 (date) by

BRIAN A. SAWYER AND CAROL J. SAWYER (person acknowledging)

My Commission expires:
December 1, 1990

Scott R. Estep - Notary Public
County of Sublette State of Wyoming
My Commission Expires December 1, 1990

Notary Public

RIsd BK 20 Pg. 327

369

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on Sept 10, 1987
19 87 The mortgagor is Earl L. Preston and Donna J. Preston, husband and wife,
("Borrower"). This Security Instrument is given to
Wyoming Employees Federal Credit Union, which is organized and existing
under the laws of Wyoming, and whose address is
2223 Warren Ave. - Cheyenne, WY 82001 ("Lender")
Borrower owes Lender the principal sum of ***Sixty-Four Thousand and No/100***
Dollars (U.S. $64,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on Sept 1, 2,002. 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, Green River Subdivision, Sublette County, Wyoming

218188

RECORDED Sept. 21 1987 1:15 PM
IN BOOK 48 mtg PAGE 369
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

which has the address of 10053 Highway 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 the 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, and 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 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.

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 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 reapir 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 a 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 secure 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 of 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 provision of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b)cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

[redacted] [redacted] [redacted]

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐2-4 Family Rider

☐ Graduated Payment Rider ☐Planned Unit Development Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Earl L. Preston (Seal) —Borrower

Donna J. Preston (Seal) —Borrower

[Space Below This Line For Ackknowledgment]

COUNTY OF LARAMIE)
) SS
STATE OF WYOMNING)

The foregoing instrument was acknowledged before me this 14th day of September, 1987 by Earl L. Preston and Donna J. Preston

Katherine Ann Tullis
NOTARY PUBLIC

My Commission Expires:

December 4, 1990

KATHERINE ANN TULLIS NOTARY PUBLIC STATE OF

ADDENDUM TO MORTGAGE

THIS ADDENDUM is made to a certain mortgage dated the 10 day of September, 1987, between the mortgagors, Earl L. Preston and Donna J. Preston, husband and wife; and the mortgagee, Wyoming Employees Federal Credit Union, whose address is 2223 Warren Ave. - Cheyenne, WY 82001.

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

IN WITNESS WHEREOF, Borrowers and Lender have executed this Addendum to the Mortgage dated this 4 day of Sept, 1987, by and between the parties.

Earl L. Preston

Donna J. Preston

COUNTY OF WYOMING)
) SS
STATE OF SUBLETTE)

The foregoing instrument was acknowledged before me this 14th day of September, 1987, by Earl L. Preston and Donna J. Preston, husband and wife,

Katherine Ann Tullis
NOTARY PUBLIC

My Commission Expires:

December 4 1990

KATHERINE ANN TULLIS NOTARY PUBLIC STATE OF WYOMING

WYOMING EMPLOYEES FEDERAL CREDIT UNION

R. Joanne Piver

By

COUNTY OF LARAMIE)
) SS
STATE OF WYOMING)

The foregoing instrument was acknowledged before me this 14 day of September, 1987, by R. Joanne Piver.

YVONNE ROTHWELL - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires April 8, 1989

Yvonne Rothwell
NOTARY PUBLIC

My Commission Expires:

April 8 1989

State of Wyoming

Mortgage

FHA Case No.
591-0462966-203

Know All Men by These Presents, That Ramsey D. Bentley and Dorothy G. Bentley, Husband and Wife

herein designated as Mortgagor, of 90 Orcutt Drive, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Seventy Two Thousand Five Hundred Twenty and no/100's*** Dollars ($ *72,520.00*), with interest at the rate of seven and seven eighths*** per centum (7.875 %) per annum as evidenced by a promissory note of even date herewith to the order of

First Security Bank of Rock Springs

a corporation organized and existing under the laws of Wyoming hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Five Hundred Fifty Three and 73/100's*** Dollars ($ *553.73*), commencing on the first day of November 19 87 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October 2012 , hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot numbered two (2) Orcutt Hill Subdivision, Unit IV, Sublette County,

Wyoming.

218193

RECORDED Sept 21 19 87 4:20 PM
IN BOOK 48 mtg PAGE 374
FEES $14.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

374 Rlsd Bk 17 Pg. 690 11/3/95

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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 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 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 Mortgagee when the ineligibility for insurance under the

[redacted] [redacted] [redacted]

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

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

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

14. See riders two (2) which are attached her and incorporated by this reference.

And the said Dorothy G. Bentley wife of the said Ramsey D. Bentley upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

In Witness Whereof, the Mortgagor(s) ha ve hereunto set their hand(s) this 21st day of September , 19 87

In the presence of—

Ramsey D. Bentley
Ramsey D. Bentley

Dorothy G. Bentley
Dorothy G. Bentley

The State of Wyoming

ss:

County of Sublette

On this 21st day of September, 19 87, before me personally appeared Ramsey D. Bentley and Dorothy G. Bentley, Husband and Wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notary seal, this 21st day of September, A.D. 19 87.

[SEAL]

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

Edwin R. Adams
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

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(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 21st day of September, 1987.

Ramsey D. Bentley
Signature

Ramsey D. Bentley
Printed

Dorothy G. Bentley
Signature

Dorothy G. Bentley
Printed

WCDA MPP FORM #209A (5/84)

MORTGAGE RIDER

The Rider, dated the 21st day of September, 19 87, amends the mortgage of even date by and between Ramsey D. Bentley and Dorothy G. Bentley, Husband and Wife the mortgagor and First Security Bank of Rock Springs, the mortgagee, as follows:

1. The mortgagee shall, with the prior approval of the Federal Housing Commissioner or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (Other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Dated this 21st day of September, 19 87.

Ramsey D. Bentley
Ramsey D. Bentley

Dorothy G. Bentley
Dorothy G. Bentley

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Rock Springs, a corporation organized and existing under Sweetwater County, Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Ramsey D. Bentley & Dorothy G. Bentley Husband and Wife and appears recorded in book 48 of mortgages, beginning on page 374 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT NUMBERED TWO (2) ORCUTT HILL SUBDIVISION, UNIT IV, SUBLETTE COUNTY, WYOMING.

218242

RECORDED Sept 25 1987 10:00 AM
IN BOOK 48 Mtg PAGE 380
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

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 22 day of September, 19 87.

By _____
John Allan, Vice-President

Attest: _____
Title Vice-President

STATE OF WYOMING }
COUNTY OF SWEETWATER } ss.

The foregoing instrument was acknowledged before me by John Allan

this 22 day of September, 19 87

Witness my hand and official seal.

My Commission expires: August 8, 1991

_____
Notary Public

Title of Officer

WCDA Form Number 203
3/83

001-1200232

381 Rlsd. BK 18 Pg. 107 6/14/94

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 25, 1987. The mortgagor is David W. Neher and Michele L. Neher, husband and wife ("Borrower"). This Security Instrument is given to Rocky Mountain Federal Savings and Loan Association, which is organized and existing under the laws of The United States of America, and whose address is 2020 Carey Avenue, Cheyenne, Wyoming 82001 ("Lender"). Borrower owes Lender the principal sum of Eighty-One Thousand Five Hundred and 00/100ths---------- Dollars (U.S. $ 81,500.00). 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 October 1, 2017. 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:

SEE ATTACHED EXHIBIT "A"

218244

RECORDED Sept. 25 1987 10:30 A.M.
IN BOOK 48 mtg PAGE 381
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: marie Riley

which has the address of 152 Calpet Road [Street], Big Piney [City],
Wyoming 83113 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

[redacted] [redacted] [redacted]

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

[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.

David W. Neher _____(Seal) -Borrower

Michele L. Neher _____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING)
) ss.
COUNTY OF ~~SUBLETTE~~ Teton)

The foregoing instrument was acknowledged before me this 25th day of September, 1987, by David W. Neher and Michele L. Neher, husband and wife.

WITNESS My hand and official seal.

LAURIE STOKER NOTARY PUBLIC TETON COUNTY

Notary Public

My Commission Expires: 9-12-91

EXHIBIT "A"

A tract of land located in the N½ of Section 24, T29N, R112W, 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at a point which is South, a distance of 1283.81 feet and N87°42'10"W, a distance of 1186.47 from the Northeast corner of said Section 24; THENCE, from point of beginning N87°42'10"W, a distance of 1357.25 feet; THENCE N59°32'59"E, a distance of 137.35 feet; THENCE N70°49'45"E, a distance of 561.29 feet; THENCE N59°13'38"E, a distance of 357.81 feet; THENCE N69°36'44"E, a distance of 304.40 feet; THENCE N86°21'45"E, a distance of 114.71 feet; THENCE, South a distance of 604.93 feet to the point of beginning.

218282

RECORDED Sept. 29 1987 1:30 P M
IN BOOK 48 Mtg. PAGE 386
FEES $ 12.00 Mery L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 14, 1987, 19 87. The mortgagor is Robert B. Carpender and Karen P. Carpender, husband and wife ("Borrower"). This Security Instrument is given to Wy-Hy Federal Credit Union, which is organized and existing under the laws of Wyoming, and whose address is 5300 Bishop Cheyenne, Wyoming 82001 ("Lender"). Borrower owes Lender the principal sum of Twelve Thousand and no/100---------- Dollars (U.S. $ 12,000.00). 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 Dec. 1, 1997. 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:

Part of Lots 3 and 4, Section 3, Township 33N., R. 109 W., 6th P. M., described as follows:
Beginning at the SW corner of Block 6, Cooley First Addition to the Town of Pinedale, Wyoming, thence 80 feet South on the East line of Bridger Avenue to the point of beginning of this traverse, being Corner No. 1; thence South 250 feet along the East line of Bridger Avenue to Corner No. 2; thence East 652.059 feet, more or less, along a line parallel to Mill Street to a point on the right-of-way of U. S. Highway No. 187, being Corner No. 3; thence Northwest along the West right-of-way line. 286.387 feet, more or less to the South line of Mill Street, being Corner No. 4; thence West along the South line of Mill Street, 512.353 feet, more or less, to the point of beginning. and containing 3,3414 acres, more or less, being a tract of land bounded on the North by Mill Street, on the West by Bridger Avenue, on the South by Charles Street, and on the East by U. S. Highway No. 187; together with all improvements and appurtenances thereunto appertaining:
SUBJECT TO reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; and
RESERVING, HOWEVER, TO GRANTOR, an easement for the operation and maintenance of the drainage, ditch now existing on the East edge of the property.

which has the address of Corner Pine (Hgwy. 191) & Mill Street [Street] Pinedale [City],
Wyoming 82941 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2–4 Family Rider

☐ Graduated Payment Rider ☐ Planned Unit Development Rider

☒ Other(s) [specify] Addendum to mortgage

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Robert B. Carpender (Seal) —Borrower

Karen P. Carpender (Seal) —Borrower

State of Wyoming, Laramie County ss:

The foregoing instrument was acknowledged before me this 9-14-87 (date) by Robert B. Carpender and Karen P. Carpender (person acknowledging)

My Commission expires: October 30, 1989

Debrah K. Huff
Notary Public

DEBRAH K. HUFF - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires OCT. 30, 1989

ADDENDUM TO MORTGAGE

THIS ADDENDUM is made to a certain mortgage dated the 14 day of Sept., 1987, between the mortgagors, Wy Hy Federal Credit Union; and the mortgagee, Robert B. Carpender and Karen P. Carpender husband and wife, whose address is _____.

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

IN WITNESS WHEREOF, Borrowers and Lender have executed this Addendum to the Mortgage dated this 14 day of Sept., 1987, by and between the parties.

Betty Lee Squires

Robert B. Carpender

x Karen P. Carpender

COUNTY OF Laramie)
) SS
STATE OF Wyoming)

The foregoing instrument was acknowledged before me this 14 day of Sept., 1987, by ~~XXXXXXXXXX~~ Robert B. Carpender and Karen P. Carpender husband and Wife.

Debrah K. Huff
NOTARY PUBLIC

My Commission Expires:

October 30, 1989

DEBRAH K. HUFF - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires OCT. 30, 1989

Wy Hy FEderal Credit Union
P. O. Box 645, Cheyenne, Wyo. 82003

By Betty Lee Squires

COUNTY OF LARAMIE)
) SS
STATE OF WYOMING)

The foregoing instrument was acknowledged before me this 14 day of Sept., 1987, by ~~XXXXXXXXXX~~ Betty Lee Squires.

DEBRAH K. HUFF - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires OCT. 30, 1989

Debrah K. Huff
NOTARY PUBLIC

My Commission Expires:

October 30, 1989

391

Sublette, Wy

[(3) ITR(Del) Energetics]

NON-STANDARD FINANCING STATEMENT AMENDMENT

This Financing Statement Amendment is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code in the UCC Records and the Real Property Records, as applicable

1. Name and Address of Debtor:

   ITR PETROLEUM (DELAWARE), INC.
   1300 Main Street, Suite 512
   Houston, Texas 77002

2. Name and Address of Secured Party:

   TEXAS COMMERCE BANK NATIONAL ASSOCIATION
   712 Main Street
   Houston, Texas 77002

3. This Financing Statement Amendment refers to the original Financing Statement filed as follows:

Filing Office	Filing Date	File No./Location
CALIFORNIA		
Ventura County	08-09-85	Official Records #086181 (indexed in real property records and UCC Records)
KANSAS		
Comanche County	12-05-85	Fixture Filing #9594
MICHIGAN		
Grand Traverse County	08-12-85 02-18-86	UCC #85-804J Real Estate Records Liber 662, Page 817
Manistee County	08-08-85	#85-270, Liber 465, Page 466
Otsego County	08-08-85	UCC #M-302-85, Liber 363, Page 547
MISSISSIPPI		
Simpson County	08-08-85	UCC #85-772 (indexed in real property records)
NEBRASKA		
Deuel County	08-14-85	Document #78-14563, Book 48, Page 375
TEXAS		
Fayette County	08-08-85	UCC #19808, Vol. 697, Pages 89-122
Hemphill County	08-08-85	UCC #9144, Vol. 82, Page 129

218307

RECORDED Oct. 2 19 87 11:00 AM
IN BOOK 48 mtg PAGE 391
FEES $ 184.25 Mary L. Lou Scott COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Jefferson County	04-14-86 08-07-85	UCC #147406 UCC #85-22089, Pages 2549-2582
Lee County	08-08-85	UCC #12340, Real Property #4866, Vol. 503, Pages 862-905
Navarro County	08-12-85	UCC #85-904
<u>WYOMING</u>		
Johnson County	08-15-85	SA #28821
Sweetwater County	08-08-85	UCC #140924, Real Property #0956864
Sublette County	08-22-85	UCC #21396, Real Property #208178
<u>SECRETARIES OF STATE</u>		
California	08-30-85	#85211839
Kansas	08-30-85	#0965607
Michigan	09-03-85	#69132A
Mississippi	09-03-85	#439
Nebraska	09-11-85	#291898
Texas	08-30-85	#218825
Wyoming	09-20-85	#03968

4. The original Financing Statement is amended as set forth below:

   The name of the Debtor is now General Atlantic Energy Corporation as a result of an amendment of the Articles of Incorporation changing the name of the corporation, Federal Income Tax Employer's Identification No.: 74-2146997. The address of the Debtor is now 410 17th Street, 14th Floor, Denver, Colorado 80202.

5. This Financing Statement Amendment is filed with the Secretaries of State and the County Offices above set forth.

6. For purposes of filing this Financing Statement Amendment in the States of Kansas, Michigan, Nebraska and Wyoming, Exhibit A is hereto attached and made a part hereof for all purposes, which Exhibit A describes the relevant properties. This Financing Statement Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of such counterparts shall together constitute one and the same instrument. To facilitate recording, Exhibit A may contain only those descriptions of properties situated in a particular jurisdiction. Debtor and Secured Party each maintain a counterpart hereof containing a complete Exhibit A.

7. This Financing Statement Amendment is applicable to all properties covered by the original Financing Statement which have not heretofore been released.

DEBTOR: GENERAL ATLANTIC ENERGY CORPORATION

ATTEST:

By: Janet L. Otterstream
Printed Name: JANET L. OTTERSTREAM
Title: ASST. SECRETARY

[SEAL]

By: _____
Printed Name: NEIL STENBUCK
Title: VICE PRESIDENT

SECURED PARTY: TEXAS COMMERCE BANK NATIONAD ASSOCIATION

ATTEST:

By: _____
Printed Name: TOM WATTS
Title: VICE PRESIDENT

[SEAL]

By: Carol Burt
Printed Name: Carol Burt
Title: Vice President

ITRFS102

[redacted] [redacted] [redacted]

[UCC]

ACKNOWLEDGMENTS

THE STATE OF COLORADO §
§
COUNTY OF DENVER §

BE IT REMEMBERED THAT I, KAREN J. WALDVOGEL, a Notary Public, duly qualified, commissioned, sworn and acting in and for the County and State aforesaid and residing in Denver, Denver County, Colorado, hereby certify that, on this 24th day of September, 1987:

There personally appeared before me the following person, being the designated officer of General Atlantic Energy Corporation, a Delaware corporation, known to me to be such officer, such corporation executing the foregoing instrument:

NEIL STENBUCK, VICE PRESIDENT of General Atlantic Energy Corporation, a Delaware corporation, whose address is 410 17th Street, 14th Floor, Denver, Colorado 80202.

(CALIFORNIA) On this day before me personally appeared the aforesaid mentioned person known to me to be said officer 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 such person, officer of such corporation, in the capacity set forth opposite the name of such person above.

(KANSAS) This instrument was acknowledged to me on said date by the aforesaid mentioned person as said officer of General Atlantic Energy Corporation.

(MICHIGAN) The foregoing instrument was acknowledged before me this day by the aforesaid mentioned person as the said officer of General Atlantic Energy Corporation, a Delaware corporation, on behalf of the corporation.

(MISSISSIPPI) Personally appeared before me the within named person, the said officer of said corporation, who acknowledged that 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 person, known to me to be the officer of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(NEBRASKA)
(NEW MEXICO) The foregoing instrument was acknowledged before me this day by the aforementioned person, officer of such corporation in the capacity set forth opposite the name of such person above, on behalf of such corporation.

(OKLAHOMA) Before me personally appeared such person, to me known to be the identical person who subscribed the name of such person 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 corporation, 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 General Atlantic Energy Corporation being the corporation named in said instrument, and personally known to me to be such officer of said corporation, 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 corporation.

(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.

(NORTH DAKOTA) On this day before me personally appeared such person known to me to be such officer of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(UTAH) On this day personally appeared before me such person, who, being by me duly sworn, did say that he is such officer of the corporation and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and such person acknowledged to me that said corporation executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Denver, County of Denver, State of Colorado, on the date first above mentioned.

Karen J. Waldvogel
Notary Public in and for the
State of C O L O R A D O

KAREN J. WALDVOGEL
Printed Name of Notary Public

My Commission Expires:
NOTARY 7-90
PUBLIC

Address of Notary Public:
410 - 17th Street
Denver CO 80202

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED THAT I, Phyllis Corbett, 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 14th day of September, 1987:

There personally appeared before me the following person, being the designated officer of Texas Commerce Bank National Association, a national banking association, known to me to be such officer, such banking association executing the foregoing instrument:

Carol Burt, 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, officer of such national banking association, in the capacity set forth opposite the name of such person above.

(KANSAS) This instrument was acknowledged to me 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 association.

(MISSISSIPPI) Personally appeared before me the within named person, the said officer of said national banking association, who acknowledged that such person signed and delivered the foregoing instrument on the day and year therein given on behalf of said 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 association executed the same.

(NEBRASKA)
(NEW MEXICO) The foregoing instrument was acknowledged before me this day by the aforementioned person, officer of such national banking association in the capacity set forth opposite the name of such person above, on behalf of such association.

(OKLAHOMA) Before me personally appeared such person, to me known to be the identical person who subscribed the name of such person to the foregoing instrument in the capacity set forth opposite the name of such person above and acknowledged to me that she 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 association, and acknowledged to me that she 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.

(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 association executed the same.

(UTAH) On this day personally appeared before me such person, who, being by me duly sworn, did say that she is such officer of the national banking association and that said instrument was signed in behalf of said national banking association by authority of its Board of Directors and such person acknowledged to me that said association executed same.

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.

Phyllis Corbett

Notary Public in and for the
State of T E X A S

My Commission Expires:

June 22, 1989

Phyllis Corbett
Printed Name of Notary Public

Address of Notary Public:

3500 Texas Commerce Tower

Houston, Texas 77002

[redacted] [redacted] [redacted]

Federal #40-30
Sublette County,
EOC-Mortgaged

EXHIBIT A

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

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.

394

[redacted] [redacted]

F [redacted] 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".

400

401

Hanson Federal 20-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

A. .3625% Operating rights from the surface of the earth to the stratigraphic equivalent of 10,300 feet below the surface as encountered in the Hanson Federal 20-1 Well located in the NE/4 of Section 1, Township 27 North, Range 112 West, Sublette County, Wyoming, upon occurance of "after basket payout" being more specifically described on Exhibit "D" attached hereto.

B. Before the "Event" *

.75% of 8/8ths overriding royalty interest

C. After the "Event" *

1.75% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.B. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Letter Agreement dated March 20, 1984 by and between General Hydrocarbons 1982X Oil & Gas Program, and Energetics Operating Company.

B. Acquisition Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc., (a Colorado corporation) now known as Energetics Operating Company.

ANNEX
.002

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

Hanson Federal #
Sublette County,
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".

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

Fed al #20-20, Federal #40-20
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the wells described on Exhibit "C" and result in the interest of Assignor in said wells as set forth on Exhibit "C".

As to Lease #11109 (W 68117) - 16.4256%
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

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

Federal #20-20, Federal #40-2
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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Federal #20-28
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

22.037% Operating Rights

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated January 22, 1982, as amended, by and between William H. Martin, et al, Farmor, and Energetics, Inc., Farmee.

B. Operating Agreement dated February 1, 1983, as amended, between Energetics Operating Company (Operator) and Energetics 1981 Year-End Ltd., et al, (Non-Operator).

ANNEX
005

408

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

409

[redacted] [redacted] [redacted]

Federal #20-28
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal #20-28:

Township 27 North, Range 111 West
Section 28: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto:

WORKING INTEREST	NET REVENUE INTEREST
.22037000	.16307380

411

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

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.

42

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.

[redacted] [redacted] [redacted]

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.

ANNEX
008

414

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

415

[redacted] [redacted] [redacted]

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".

Walstrom Federal 30-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

.3625% Operating rights from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Walstrom Federal 30-1 Well located in the SW/4 of Section 1, Township 27 North, Range 112 West, Sublette County, Wyoming, upon occurance of "after basket payout" as defined on Exhibit "D" attached hereto.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Letter Agreement dated March 20, 1984 by and between General Hydrocarbons 1982X Oil & Gas Program, and Energetics Operating Company.

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.

418

Walstrom Federal #30-1
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Walstrom Federal #30-1:

Township 27 North, Range 112 West
Section 1: SW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto.

	WORKING INTEREST	NET REVENUE INTEREST
After Basket Payout:	.00362500	.00299975

III. After Basket Payout:

As defined in the agreement set forth on EXHIBIT "A" attached hereto.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

421

Federal [illegible]
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

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

Federal 30-20
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.

[redacted] [redacted] [redacted]

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

424

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

425

[redacted] [redacted] [redacted]

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.

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.

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

428

Federal 30-28
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.

[redacted] [redacted] [redacted]

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.

ANNEX
013

430

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

31
4

[redacted] [redacted] [redacted]

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

Federal #30-31
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

1. 2.039% Leasehold (record title) Interest

2. Before the "Event" *

.39% of 8/8ths overriding interest

After the "Event" *

.91% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.A. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquisition Agreement dated July 1, 1982 by and between American Gas and Oil Investors, and Energetics, Inc. (a Colorado corporation), now known as Energetics Operating Company.

ANNEX
014

Federal #30-31
Sublette County, WY
EOC-Mortgaged

EXHIBIT "B"

LEASE NO.	LESSOR	LESSEE	LEASE DATE	DESCRIPTION	RECORDING BOOK	RECORDING PAGE
11221	USA W-62791	Robert W. Myers	05-01-78	Township 28 North, Range 111 West 6th PM Section 31: Lots, 3, 4, E/2SW/4	68	347

434

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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

436

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

437

[redacted] [redacted] [redacted]

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.

Federal #40-19
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

1. As to lease #10993 (W-67808) only:
   2.039% Leasehold (record title) Interest

2. As to lease #10541 (W-58724) only:

   Before the "Event"

   .525% of 8/8ths overriding royalty interest

   After the "Event"

   1.225% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.A. below.

It is the intent of the Assignor herein to describe all that interest retained by Energetics Operating Company in that certain Assignment affecting Record Title to Oil and Gas Lease, dated December 8, 1983, recorded in Book 69, Page 670, of the Oil and Gas Records of Sublette County, Wyoming.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquisition Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc. (a Colorado corporation), now known as Energetics Operating Company.

B. Communitization Agreement pertaining to the SE/4 of Section 19, Township 27 North, Range 111 West, Sublette County, Wyoming, dated April 1, 1983, executed by Energetics Operating Company and approved by the Bureau of Land Management August 15, 1983, effective April 1, 1983

ANNEX
016

[redacted] [redacted] [redacted]

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.					

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".

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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.

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017

442

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

443

[redacted] [redacted] [redacted] 40-30
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 40-30:

Township 27 North, Range 111 West
Section 30: SE/4

II. Assignor's interest in subject well:

WORKING INTEREST	NET REVENUE INTEREST
.78750000	.63393750

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.

[redacted] [redacted] [redacted]

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.

Pederal #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

[redacted] [redacted] [redacted]

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. 7.536749% 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

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:	.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.

450

Federal #40-31
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

1. 2.039% Leasehold (record title) Interest all depths.

2. 2.039% Operating rights as to all depths below the stratigraphic equivalent of the deepest depth drilled in the Figure Four Federal #7-31 Well, located in the Southeast Quarter (SE/4) of Section 31, Township 28 North, Range 111 West, Sublette County, Wyoming.

3. .06117% of 8/8ths overriding royalty interest (not proportionately reduced) as to all depths from the surface of the earth to the stratigraphic equivalent of the deepest depth drilled in the Figure Four Federal #7-31 Well located in the SE/4 of Section 31, Township 28 North, Range 111 West, Sublette County, Wyoming.

Subject to possible change upon payout under the terms of the Farmout Agreement referenced in II. (B.) below.

4. Before the "Event"

   .39% of 8/8ths overriding royalty interest

   After the "Event"

   .91% of 8/8ths overriding royalty interest

* The "Event" is defined in that Acquisition Agreement described under II.A. below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Acquistion Agreement dated July 1, 1982 by and between American Gas & Oil Investors and Energetics, Inc. (a Colorado corporation), now known as Energetics Operating Company.

B. Farmout Agreement dated September 10, 1984 by and between Energetics, Inc., et al, as Farmor, and Belco Development Corporation, as Farmee.

C. Operating Agreement dated September 30, 1984 by and between Belco Development Corporation, as Operator, and Energetics, Inc., et al, as Non-Operator

ANNEX
020

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

452

Federal 40-31 a/k/a
Figure Four Federal 7-31
Sublette County, WY
EOC-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 40-31 a/k/a Figure Four Federal 7-31:

Township 28 North, Range 111 West
Section 31: SE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:			
Before Event:	--- 0 ---	--- 0 ---	.00225585
After Event:	--- 0 ---	--- 0 ---	.00485585
After Payout:			
Before Event:	.00509750	.00410349	.00195000
After Event:	.00509750	.00410349	.00455000

III. Payout:

A. As defined in the agreements set forth on EXHIBIT "A" attached hereto. The subject well is in After Payout status.

B. "Event":

As defined in Section 3.2 in the Acquisitions Agreement described under II. A. on Exhibit "A".

[redacted] [redacted] [redacted]

[redacted] [redacted]

Pederal [redacted]2
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.

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021

454

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

455

[redacted] [redacted] [redacted]

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.

Federal #10-32
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".

24.6383428 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.

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

458

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

[redacted] [redacted] [redacted]

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

460

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.

[redacted] [redacted] [redacted]

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.

462

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

474

Federal 10-20
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal 10-20:

Township 27 North, Range 111 West
Section 20: NW/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST
After Payout:	.16425561	.13222576

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto. The subject well is in After Payout status.

[redacted] [redacted]

Fede [redacted]0-20
Sublette County, WY
EOC-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

2.039% Leasehold (record title) Interest

II. Agreements to which the interest being conveyed hereunder is subject.

NONE

ANNEX
026

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

467

[redacted] [redacted]

Fe [redacted] 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.

Amoc AJ-1 AKA Federal #20-1
Sub. tte County, WY
EOC-Unmortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

2.0390% Leasehold (record title) Interest

Subject to change under the terms of the Farmout Agreement referenced below.

It is the intent of the Assignor herein to describe all that interest retained by Energetics Operating Company in that certain Assignment affecting Record Title to Oil and Gas Lease, dated December 8, 1983, recorded in Book 69, Page 670, of the Oil and Gas Records of Sublette County, Wyoming.

II. Agreements to which the interest being conveyed hereunder is subject.

Farmout Agreement dated October 4, 1983 by and between Energetics, Inc., et al, Farmor, and Amoco Production Company, Farmee.

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

47

Amoc AJ-1 a/k/a Federal 20-18
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Amococ AJ-1 a/k/a Federal 20-18:

Township 27 North, Range 111 West
Section 18: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:	--- 0 ---	--- 0 ---	.00030585
After Payout:	.00509750	.00397605	--- 0 ---

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto. The subject well is in After Payout status.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Federal [redacted]0-19 a/k/a [redacted]oco 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.

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472

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.					

473

[redacted] [redacted]

F. [redacted] #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".

Federal # 19 a/k/a Amoco AH-1
Sublette County, WY
EI-Mortgaged

EXHIBIT "A"

I. The interests of Assignor set forth below in and to the leases as described on Exhibit "B" comprise all or part of the pooled or production unit pertaining to the well described on Exhibit "C" and result in the interest of Assignor in said well as set forth on Exhibit "C".

78.75% Leasehold (record title) Interest
Subject to change under the terms of the Farmout Agreement referenced below.

II. Agreements to which the interest being conveyed hereunder is subject.

A. Farmout Agreement dated October 4, 1983 by and between Energetics, Inc., et al, as Farmor and Amoco Production Company, as Farmee.

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.

476

Federal #20-19
a/k/a Amoco AH-1
Sublette County, WY
EI-Mortgaged

EXHIBIT "C"

I. Pooled or Production Unit Description for Federal #20-19 a/k/a Amoco AH-1:

Township 27 North, Range 111 West
Section 19: NE/4

II. The following interest of Assignor in the subject well reflects the terms of the Agreements set forth in EXHIBIT "A", attached hereto, and assumes all options to convert interests after "payout" will be exercised:

	WORKING INTEREST	NET REVENUE INTEREST	OVERRIDING ROYALTY
Before Payout:	--- 0 ---	--- 0 ---	.01082813
After Payout:	.09843750	.07924219	--- 0 ---

III. Payout:

As defined in the agreements set forth on EXHIBIT "A" attached hereto.

Amoco AG-1 AKA Federal #40-18
Sublette County, WY
EOC-Unmortgaged

EXHIBIT "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

4 74

[redacted] [redacted] [redacted]

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.

ANNEX
029

478

[redacted] [redacted] [redacted]

Amoc AG-1 a/k/a .ederal 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.

MORTGAGE

GEORGE M. BARLEY, JR., the Mortgagor, in consideration of the principal sum specified in the Promissory Note hereafter described, hereby on September 30, 1987, mortgages to LOUVERNE HALL BARRON, as Mortgagee, the real property in Sublette County, Wyoming described in detail in Exhibit "A" attached hereto and made a part hereof, as security for the payment of the sum of $135,500.00 repayable as more particularly set forth in the Promissory Note from Mortgagor to Mortgagee of even date herewith.

The Mortgagor agrees:

1. The Mortgagor represents and warrants that he is indefeasibly seized of the title to said property in fee simple; that Mortgagor has good right and lawful authority to execute and to deliver this Mortgage; that the Mortgagor will make such further assurances as may be necessary to perfect the lien of this Mortgage and fee simple title to said land as may reasonably be necessary and that Mortgagor hereby fully warrants the title to the real property and will defend the same against the claims of all persons whomsoever.

2. To make all payments required by that note, this mortgage and by all prior notes and mortgages promptly when due.

3. To pay all taxes, assessments, liens and encumbrances on that property promptly when due. If they are not promptly paid the Mortgagee may pay them without waiving the option to foreclose and such payments, with interest thereon from the date of payment at the rate specified in the Promissory Note, shall also be secured by this mortgage.

4. Mortgagor will maintain a policy or policies of fire, windstorm and extended coverage insurance, insuring all improvements now or hereafter located on the property. Such insurance will be for a sum of not less than the full insurable value of the improvements, and in any event for a sum not less than that which may be necessary to prevent the operation of any co-insurance factor provided for by such policies. Such insurance will be furnished by a company or companies licensed to do business in the State of Florida and reasonably acceptable to Mortgagee. All policies will contain a loss payable or standard Mortgagee clause making the proceeds of the policies payable to the Mortgagee as their interests may appear. The original policy or policies will be held by the Mortgagee. Mortgagor agrees to furnish to Mortgagee copies of evidence of the payment of premiums due on such insurance policies as are required by the terms of this paragraph, not later than the date upon which the payment of such premiums is due to the insurance company. If Mortgagor does not furnish proof of payment, Mortgagee may, without waiving the right to accelerate and to foreclose and without obligation to do so, pay such premiums and the amounts of such premiums together with a service fee of 10% on the amount paid will be due from Mortgagor to Mortgagee. All such sums will be secured hereby and will bear interest at the rate provided by the Promissory Note.

5. To commit, permit or suffer no waste, impairment, or deterioration of the mortgaged property.

6. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor to comply with the agreements in that note or this mortgage, including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the rate set forth in the Promissory Note shall also be secured by this mortgage.

dle:GMBBarronM
[redacted]/87 jm

[redacted]

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
DAVID [redacted], ESQ.
MATEER, HA[redacted]BATES, P.A.,
Attorneys at Law

7. If any payment provided for in that note is not paid within thirty (30) days after it becomes due, or if any agreement in this mortgage other than the agreement to make the payment is breached, for a period of thirty (30) days after written notice to Mortgagor, the entire unpaid principal balance of that note shall immediately become due at the option of the Mortgagee, and the Mortgagee may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.

8. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction thereof should appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.

IN WITNESS WHEREOF, the Mortgagor has executed these presents as of the day and year first above written.

Witnessed on September 30, 1987, by:

GEORGE M. BARLEY, JR.

STATE OF Florida
COUNTY OF Orange

Before me personally appeared GEORGE M. BARLEY, JR., to me well known, and known to me to be the individual described in and who executed the foregoing Mortgage.

Witness my hand and official seal, this the 30 day of September, 1987.

Notary Public

My Commission Expires: (Seal)

Notary Public, State of Florida
My Commission Expires March 27, 1991
Bonded Thru Troy Fain - Insurance Inc.

218325

RECORDED Oct 5 IS 87 12:45 PM
IN BOOK 48 mtg PAGE 481
FEES $ 9.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mara Riley

dle:GMBBarronM
9/22/87 jm

482

Released
Book 16 Rel
page 200

Township 34 North, Range 112 West, 6th Principal Meridian, Sublette County, Wyoming:

Section 7: SE 1/4 SE 1/4;
Section 8: E 1/2 SW 1/4, SW 1/4 SW 1/4;
Section 10: S 1/2 SE 1/4, SW 1/4;
Section 13: W 1/2 SE 1/4, excepting that part of the NW 1/4 SE 1/4 lying and being situate easterly of the Wyoming State Secondary Highway No. 1805. That part of the SE 1/4 SE 1/4 lying and being situate westerly of the Wyoming State Secondary Highway No. 1805;
Section 14: S 1/2 N 1/2, S 1/2;
Section 15: E 1/2 NE 1/4, W 1/2 NW 1/4, S 1/2;
Section 17: All;
Section 22: E 1/2 NE 1/4, NW 1/4 NE 1/4, NE 1/4 NW 1/4;
Section 23: N 1/2, E 1/2 SE 1/4;
Section 24: N 1/2, N 1/2 SE 1/4, E 1/2 SW 1/4;
Section 26: NE 1/4 NE 1/4;

TOGETHER WITH all improvements and appurtenances thereunto appertaining; all water and water rights, ditches and ditch rights, and grazing rights;
SUBJECT TO easements and rights of way of record or in use and to Zoning Resolution of record;
SUBJECT TO reservations and restrictions contained in United States Patents and to prior mineral reservations of record;

EXHIBIT "A"

THE TITLE GUARANTY COMPANY OF WYOMING, INC.
FORM 4½ C

This Instrument Filed for Record on the
.....day of....., 19..... at.....o'clock .....M.
and Recorded in Book..... of.....
Page.....
NO..... County Clerk

MORTGAGE DEED

DOUGLAS J. VICKREY and LYNDA VICKREY, husband and wife
100 Badger Ridge Rd., Pinedale, Wyoming 82941

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of ONE HUNDRED FIVE THOUSAND ($105,000.00) AND 00/100---------- Dollars, due October 1, 1997 with interest thereon at the rate of 9.5 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable interest only quarterly beginning January 1, 1988; 9 payments of $10,500.00, plus interest, beginning October 1, 1988 and annually thereafter. Entire balance due on or before October 1, 1997 in accordance with the provisions of that certain promissory note, dated September 28, 1987, hereby mortgage and warrant to mortgagee, The Colorado National Bank of Denver
P.O. Box 5168, Denver, Colorado 80217
of Denver County, State of Colorado, the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

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 N/A ($.....) 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 ~~28th~~ 6th DU LW day of ~~September~~ DU LW October, 19 87.

X Douglas J. Vickrey
Douglas J. Vickrey

Attest Seal:

X Lynda Vickrey
Lynda Vickrey

STATE OF X WYOMING }
COUNTY OF X SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Douglas J. Vickrey and Lynda Vickrey

this X 6th day of X OCTOBER, 19 87.

Witness my hand and official seal.

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

X Edwin R. Adams
NOTARY PUBLIC Title of Officer

487

EXHIBIT "A"

Attached to and made a part of Mortgage Deed dated September 28, 1987 between Douglas J. Vickrey and Lynda Vickrey, husband and wife as Mortgagors and The Colorado National Bank of Denver as Mortgagee.

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

TOWNSHIP 35 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 28 : SW¼ EXCEPTING therefrom the East 30 feet of the E½SW¼;
Section 29 : SE¼, E½SW¼ EXCEPTING from said Section 29 that part of the S½ reserved by James T. McLoughlin and Alice P. McLoughlin, husband and wife, in Warranty Deed recorded July 2, 1973 in Book 16 of Deeds, page 390, described as follows: Beginning at a point on the north line of the S½ of said Section 29, S.89°45'43"W., 2,056.39 feet from the east ¼ corner of Section 29; thence, continuing S.89°45'43"W., a distance of 1432.52 feet to a point; thence, S.89°57'44"W., a distance of 119.84 feet; thence, S.03°12'24"E., a distance of 113.12 feet; thence, S.13°46'44"E., a distance of 199.87 feet to a point; thence, S.28°29'27"E., a distance of 340.25 feet; thence, S.41°07'36"E., a distance of 448.51 feet; thence, S.71°34'01"E., a distance of 1,074.74 feet to a point; thence, N.00°55'15"E., a distance of 1,290.02 feet to the point of beginning;
Section 32 : NE¼, NW¼SE¼;
Section 33 : NW¼, E½SW¼ EXCEPTING therefrom said Section 33 the East 30 feet of the E½W½ conveyed to Lester Pape and Son Ranches, Inc. in Warranty Deed recorded January 21, 1964 in Book 12 of Deeds, page 173.

TOGETHER WITH all wells and well rights, ditches and ditch rights, reservoir and reservoir rights appurtenant to said property now owned by the Mortgagors.
TOGETHER WITH all minerals and mineral rights appurtenant to said property now owned by the Mortgagors.

218336

RECORDED Oct. 6 19 87 2:16 P M
IN BOOK 48 mtg PAGE 484
FEES $ 6.00 Mary C. Gabford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the Rocky Mountain Federal Savings and Loan Association, a Corporation organized and existing under the laws of the United States of America, of Cheyenne, Wyoming, the Mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by

JAMES F. BURDICK AND ELAINE F. BURDICK, HUSBAND AND WIFE

and appears recorded in Book 29 of mortgages, beginning on Page 174 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 36 of the Boulder Lake Country Estates, Second Filing, Sublette County, Wyoming.

Together with the note or notes secured thereby, unto the

NORWEST BANK CASPER, N.A.

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

IN WITNESS WHEREOF, the said Rocky Mountain Federal Savings and Loan Association, has hereunto caused its corporate name to be subscribed by its Vice President, duly attested by its Asst. Secretary and its corporate seal to be hereunto affixed, pursuant to due authority thereunto given, this 17th day of November 1986.

In presence of:

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION

By Georgia A. Griest
Vice President.

Attest: Esther E. Schaefer
Asst. Secretary.

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

On this 17th day of November 1986, before me appeared Georgia A. Griest as Vice President and Esther E. Schaefer as Asst. Secretary of the Rocky Mountain Federal Savings and Loan Association, Cheyenne, Wyoming, a corporation, to me personally known, who being by me duly sworn, did say that they are the Vice President and Asst. Secretary respectively of the Rocky Mountain Federal Savings and Loan Association, and that the seal affirmed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation pursuant to due authority thereunto given and said officers acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: 9/12/88

Cecelia S. Ray
Notary Public.

218366

LN073

RECORDED Oct. 8 19 87 1:30 PM
IN BOOK 48 mtg PAGE 486
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Released Book 15 Rel,
Page 568.

487

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 5, 19 87. The mortgagor is Hubbard G. Huntley and Rita W. Huntley, husband and wife ("Borrower"). This Security Instrument is given to FIRST INTERSTATE BANK OF CASPER, N.A., which is organized and existing under the laws of United States of America, and whose address is P.O. Box 40 - Casper, WY 82602 ("Lender"). Borrower owes Lender the principal sum of ---Fifty-two Thousand and No/100------ Dollars (U.S. $ 52,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2017. 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 4, Block 5, Hennick's Second Addition to the Town of Pinedale, according to that plat of record in the Office of the County Clerk, Sublette County, Wyoming.

218363

RECORDED Oct. 8 19 87 1:45 PM
IN BOOK 48 mtg PAGE 487
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

which has the address of 343 North Fremont Avenue [Street], Pinedale [City],
Wyoming 82941 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

[redacted] [redacted] [redacted]

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

[redacted] [redacted] [redacted]

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider

☐ Graduated Payment Rider ☐ Planned Unit Development Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X Hubbard G. Huntley .....(Seal)
Hubbard G. Huntley —Borrower

X Rita W. Huntley .....(Seal)
Rita W. Huntley —Borrower

NEW YORK
State of ~~XXXXXX~~, ERIE County ss:

The foregoing instrument was acknowledged before me this October 5, 1987 (date) by

Hubbard G. Huntley and Rita W. Huntley, husband and wife
(person acknowledging)

My Commission expires:

Joy A. Augustini
Notary Public

JOY A. AUGUSTINI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires January 20, 19 89

491 Quarterly BK 48 RPR pg. 491

MORTGAGE DEED—FORM NO. 4-A THE MILLS COMPANY, SHERIDAN 154129

MORTGAGE

THIS MORTGAGE, made this 9th day of October, 19 87, between Jay G. Slagowski and Jackie Lee Slagowski, husband and wife,

of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and the Rock Springs National Bank, a United States banking corporation, doing business at 333 Broadway, P.O. Box 880, Rock Springs,

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

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

($ 30,000.00) Dollars, lawful money of the United States, paid to the Mortgagee by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in Sublette County, Wyoming:

Lots 1 and 2 Hecox Second 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.

218382

RECORDED Oct. 9 1987 4:00 P M
IN BOOK 48 Mtg PAGE 491
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marc Riley

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 Thousand and no/100---------- ($ 30,000.00) Dollars, together with interest thereon at the rate of Eleven * per cent (11.00%) per annum from October 9, 19 87, until paid, according to the conditions of one promissory note, dated October 9, 19 87, the ultimate maturity date of which is October 9, 19 97, which promissory note was executed and delivered by Jay G. Slagowski and Jackie Lee Slagowski, husband and wife, payable Four Hundred, Thirteen and 25/100-- ($413.25), principal and interest, monthly beginning October 9, 1987 and monthly thereafter until October 9, 1997 *ANNUAL PERCENTAGE RATE 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. 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 Thirty Thousand and no/100---------- ($ 30,000.00) 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.

Jay G. Slagowski

Jackie Lee Slagowski

Jackie Lee Slagowski

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 9th day of October, 1987, before me personally appeared

Jay G. Slagowski and Jackie Lee Slagowski, husband and wife,

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

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

My commission expires: November 10, 1990

Judy Harper

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]

SECOND MORTGAGE

THIS MORTGAGE, made as of the 9 day of October, 1987, from JAY G. SLAGOWSKI and JACKIE LEE SLAGOWSKI, husband and wife, 885 Cathedral Drive, Rock Springs, Wyoming 82901, hereinafter referred to as the "Mortgagors", to GEORGE P. JELACO and CAROL E. JELACO, husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, 1095 Harrison, Rock Springs, Wyoming 82901, hereinafter referred to as the "Mortgagees".

The Mortgagors, for and in consideration of the sum of Thirty Thousand and NO/100 ($30,000.00) Dollars in lawful money of the United States, to secure the indebtedness hereinafter referred to, does hereby grant, bargain, mortgage, sell and convey to the Mortgagees forever, the following described real property situated in Sublette County, Wyoming.

218383

RECORDED Oct 9 '87 at 4:15
IN BOOK 48 Mtg PAGE 494
FEES $12.00 Mary Lou Gurd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jane Riley

Lots One (1) and Two (2), Hecox 2nd Subdivision, as the same appears of record on the official map or plat thereof filed for record in the office of the County Clerk, Ex-Officio Register of Deeds, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in United States patents or of record and to easements and rights-of-way of record or in use; and, to prior mineral reservations of record.
SUBJECT TO restrictions governing Hecox 2nd Subdivision as filed with the Sublette County Clerk on 2/4/69, Book 25 of Miscellaneous, page 446.

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

TO HAVE AND TO HOLD such property forever (any of such property which is subject to the lien of this mortgage from time to time is referred to as the "property"), the Mortgagors hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Mortgage is subject and junior to a first mortgage in the outstanding principal amount of $30,000.00 held by the Rock Springs National Bank (together with the note or notes it secures, the "First Mortgage").

The Mortgagors covenant and warrant that at the signing and delivery of this Mortgage, the Mortgagors are lawfully seized in fee simple of the property and have good and lawful right to mortgage and convey such property; that the Mortgagors warrant and will defend the title to such property against all lawful claims and demands; and that the property is free from all encumbrances not permitted hereunder.

This Mortgage is subject to the express condition that if the Mortgagors pay, or cause to be paid, to the Mortgagees the sum of Thirty Thousand and NO/100 ($30,000.00) Dollars together with interest thereon if applicable, according to the provisions of a certain promissory note or notes, dated as of the date hereof, the ultimate maturity date of which is February 16, 1988, executed and delivered by the Mortgagors to the Mortgagees, and all extensions and renewals thereof and all other amounts due hereunder, then this Mortgage and such note or notes shall cease and be null and void. The Mortgagors hereby covenant to pay all such amounts.

494 Released BK 14 Rel. @ Pg. 253

1. The Mortgagors further covenant and agree as follows:

(a) The lien of this Mortgage shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

(b) The Mortgagors shall pay or cause to be paid all taxes and assessments levied or assessed against the property, and shall comply with all recordation and other laws affecting the security of this Mortgage, at the expense of the Mortgagors. The Mortgagors further agree (i) to maintain all buildings and other structures on the property in substantially their present condition or better, reasonable wear from the elements excepted and reserving the right to replace buildings and structures with property of at least equal value or utility and (ii) to maintain fire and extended coverage insurance covering the insurable buildings and structures on the property, written by sound and reputable insurance companies in the full insurable value of such property subject to reasonable deductibles, covering the parties as their interest may appear (provided that the Mortgagors may use the proceeds to reconstruct buildings, fixtures and improvements on the property), and the Mortgagors shall furnish a copy thereof to the Mortgagees promptly after the execution hereof.

(c) The Mortgagors shall not permit the interest of the Mortgagors in the property or any part thereof to be levied upon or attached in any legal or equitable proceeding, except to the extent such proceeding is being contested in good faith by appropriate proceedings.

2. If the Mortgagors default in the payment of such taxes, assessments or other lawful charges, the Mortgagees may, without notice or demand, pay the same. The Mortgagors covenant and agree that all such sums of money so expended, together with all costs of enforcement or foreclosure, and reasonable attorneys fees, shall be added to the debt hereby secured, and agree to repay the same and all expenses so incurred by the Mortgagees, with interest thereon from the date of payment at the interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien on the property and be secured by this Mortgage. The Mortgagees are not required to advance such sums by this paragraph.

3. If the Mortgagors default in the payment of any principal or interest on the indebtedness secured hereby or under the First Mortgage after the same shall become due and payable, or in case of breach of any covenant or agreement herein or therein contained, in each case for a period of thirty (30) days after notice of such default is delivered or mailed by or on behalf of the Mortgagees, the whole of the then outstanding indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagees, become immediately due and payable, anything herein or in said note or notes to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagees may enforce the provisions of, or foreclose, this Mortgage by any appropriate suit, action or proceeding at law or in equity or by advertisement and sale as provided by Wyoming Statutes. At any foreclosure sale, the Mortgagees may cause to be executed and delivered to the purchaser or purchasers a proper deed of conveyance of the property so sold. The Mortgagors agree to pay all costs of enforcement and of foreclosure, including

reasonable attorneys fees. The failure of the Mortgagees to promptly foreclose following a default shall not prejudice any right of the Mortgagees to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default or defaults. The proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including reasonable attorneys fees, and all money expended or advanced by the Mortgagees pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property, which are superior to the lien hereof; (3rd) the balance due to the Mortgagees on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagors (subject to the rights of any junior lienholders).

4. If the right of foreclosure accrues as a result of any default hereunder, and insofar as it is consistent with any senior lien on the property, the Mortgagees shall at once become entitled to exclusive possession, use and enjoyment of the property and to all rents, income and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, income and profits shall be delivered immediately to the Mortgagees on request, to the extent permitted under the First Mortgage. On refusal, the delivery of such possession, rents, income and profits may be enforced by the Mortgagees by any appropriate suit, action or proceeding. The Mortgagees shall be entitled to a receiver for the property and all rents, income and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption and without regard to the solvency or insolvency of the Mortgagors, or the then owner of the property, and without regard to the value of the property, or the sufficiency thereof to discharge the indebtedness secured hereby and foreclosure costs, fees and expenses. Such receiver may be appointed by any court of competent jurisdiction upon application, and the appointment of any such receiver on any such application is hereby consented to by Mortgagors. All rents, income and profits of the property shall be applied by such receiver according to law and the orders and directions of the court.

The terms "foreclosure" and "foreclose", as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of the property or in any other manner now or hereafter provided by Wyoming law, including the power to sell.

5. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagors shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and the Mortgagees shall be entitled to a deficiency judgment.

6. The acceptance of this mortgage, and the note or notes it secured, by the Mortgagees, shall be an acceptance of the terms and conditions contained herein.

7. The covenants and agreements herein contained shall bind, and insure to the benefit of, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the Mortgagors and the Mortgagees. When ever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. The Mortgagors shall not create, incur or suffer to exist any other mortgage or lien on the property, other than the First Mortgage, which is not junior to the lien of this Mortgage.

9. The Mortgagors will not enter into or consent to any extension, renewal, replacement, increase in balance, amendment or modification of the First Mortgage or the indebtedness secured thereby without the prior written consent of the Mortgagees, except for any modification which in no way adversely affects or might adversely affect the rights and interests of the Mortgagees hereunder.

10. The Mortgagors covenant and agree with the Mortgagees that the Mortgagors will not permit any default to occur or remain in effect under the First Mortgage or the indebtedness secured thereby. The Mortgagees shall be deemed to be a third-party beneficiary of the rights of the Mortgagees under the First Mortgage and may take action to enforce the obligations of the Mortgagors thereunder, and the Mortgagees are hereby granted full power and authority to cure any default of the Mortgagors under the First Mortgage and the indebtedness secured thereby and may take any related action deemed by the Mortgagees to be necessary or desirable in obtaining a full or partial release of the property secured hereby from the lien of the First Mortgage, in each case with full rights of subrogation under the First Mortgage, and provided in each case that the Mortgagees shall be under no obligation to do the same. Any sums advanced by the Mortgagees with respect to the First Mortgage shall be secured by such subrogation rights and, to the extent not so secured, shall be deemed to be advanced pursuant to paragraph 2 hereof. The Mortgagors shall promptly notify the Mortgagees of any default or alleged default under the First Mortgage.

11. The Mortgagors shall not be entitled to set-off or any similar rights against any amounts owed hereunder or under the note or notes secured hereby.

12. If all or any part of the real property or any interest therein is sold, conveyed, encumbered or otherwise transferred voluntarily or involuntarily, the transferring Mortgagors shall remain fully liable hereby, and the Mortgagees may also insist upon the following as a condition to such transfer: Approval of the form of the assignment instrument, and all other instruments executed pursuant thereto, which approval will be granted in a reasonable and timely manner. Approval will be granted or withheld within a period of 15 days, or deemed to be given. The Mortgagors shall give prior written notice to the Mortgagees of any such sale, conveyance, encumbrance or other transfer.

13. Any notice required to be given to any person hereunder or under the note or notes secured hereby shall be given by delivery or by mailing the same by certified mail to such person at the address noted above (or to such other address as shall have been specified in writing), and notice so mailed shall for all purposes hereof be as effectual as though served upon such party in person at the time of depositing such notice in the mail.

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

JAY G. SLAGOWSKI

Jackie Lee Slagowski
JACKIE LEE SLAGOWSKI

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing **Mortgage** was acknowledged before me by JAY G. SLAGOWSKI and JACKIE LEE SLAGOWSKI, this 9th day of October, 1987.

WITNESS my hand and official seal.

Judy Harper
NOTARY PUBLIC

My Commission Expires: Nov 10, 1990

499 Released 6L. 15 Rel & Pg 385

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARLENN E. WISE and BARBARA WISE, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Twenty-Five Thousand and NO/100 ($25,000.00) - - - - - - - - - - - - - Dollars, due 10/5/97 with interest from 9/22/87 at the rate of twelve (12%0 per cent per annum, payable monthly ~~XXXXXly~~ evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of $358.68 each, which include interest at the rate of 12% per annum; first said payment due 10/5/87 and on the 5th day of each month thereafter until paid in full, do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, WY 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Township 34 North, Range 109 West, of the 6th P.M., Sublette County, Wyoming as the same appears of record on the official map or plat thereof as filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;

Section 27: Lot 9.

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

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

218391
RECORDED October 9, 1987 4:30 PM
IN BOOK 48 MTG PAGE 499
FEES $6.00 Mary L. Blankenship COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol D. 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 amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 22nd day of September A. D. 19 87.

In the presence of

Marlenn E. Wise
MARLENN E. WISE

Barbara Wise
BARBARA WISE

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by MARLENN E. WISE, BARBARA WISE, ____, ____,

this 22 day of Sept., 1987.

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, $ ____

501 Released Bk. 14 Rec. Pg. 250

MORTGAGE DEED—FORM NO. 412 THE HILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT A. HARROWER and KAREN B. HARROWER, husband and wife,

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Eighteen Thousand and NO/100 ($18,000.00) - - - - - - - - - - - - - - - - Dollars, due 9/1/98 with interest from 10/1/87 at the rate of twelve (12%) per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, payable in 10 equal annual payments of $3,185.72 each, which include interest at the rate 12% per annum; first said annual payment due 10/1/88 and on the same day of each year thereafter until paid in full, do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, WY 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

ALL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN AS IF SET FORTH IN FULL.

218382

RECORDED October 9 1987 4:30 P.M.
IN BOOK 48 mtg PAGE 501
FEES $8.00 Mary L. Rankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, Deputy

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

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

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

Dated this 01st day of October A. D. 19 87.

In the presence of

Robert A. Harrower
ROBERT A. HARROWER

Karen B. Harrower
KAREN B. HARROWER

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by ROBERT A. HARROWER, KAREN B. HARROWER, this 16th day of October, 1987.

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, $.....

EXHIBIT "A"

A tract of land located in the N½SW¼ of Section 3, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point located on the east line of the SW¼ of said Section 3, said point being N.00°07'12"E. (Record North), a distance of 1481.90 feet from the southeast corner of the SW¼ of Section 3, said point of beginning being identical to the north east corner of a tract of land presently owned by Harrower (12 D 108);

Thence from said point of beginning, S.87°05'10"W., 806.51 feet (Record S.87°09'00"W., 805.8 feet), along the north line of the Harrower Tract, to the center line of a 60 foot wide easement described in 12 D 108, which is also the east boundary of a tract of land conveyed from the Mollring Trust to Harrower;

Thence N.33°28'28"W. (Record N.34°56'00'W.), along said easement center line and tract boundary 720.00 feet to an angle point on the Harrower Tract;

Thence N.51°09'00"E., 100.00 feet, along the Harrower Tract boundary to an angle point on said boundary;

Thence N.35°07'49"W. (Record N.34°56'00"W.), 55.59 feet along the Harrower Tract boundary to a point which is also the southwest corner of a tract of land conveyed from the Cooley Trust to Hawk Ventures;

Thence S.88°57'26"E., 1158.24 feet, along the south boundary of the tract of land conveyed from the Cooley Trust to Hawk Ventures to the south east corner of said tract, being also a point on the east line of the SW¼ of Section 3;

Thence S.00°07'12"W. (Record South), 646.69 feet along the east line of the SW¼ to the point of beginning.

The foregoing described parcel contains 16.06 acres.

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.

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

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 Seven Thousand and NO/100 ($7,000.00) Dollars, due 9/28/88 with interest from 9/28/87 at the rate of twelve (12%) per cent per annum, payable 9/28/88 annually evidenced by One (1) promissory note, of even date herewith, the principal amount of $7,000.00 together with accrued interest shall be payable in full on 9/28/88 with interest accruing from 9/28/87 at a rate of 12% per annum; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, WY 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

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;
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.

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

This Mortgage is a Second Mortgage and is junior and secondary to that certain Mortgage Deed in favor of First National Bank of Pinedale recorded at Book 47, page 34, on December 19, 1986, in the Office of the Sublette County Clerk.

218394

RECORDED October 9 1987 1:30
IN BOOK 48 MTG PAGE 504
FEES $6.00 Mary Stanko COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

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

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

Dated this 6th day of October A. D. 1987.

In the presence of

RAY PAPE

MILDRED PAPE

Released Bk. 14 Rel. pg. 525

State of WYOMING }
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by RAY PAPE,
MILDRED PAPE, ,
this 6th day of October, 1957.

Witness my hand and official seal.

Gwendolyn M Stack
Signature
NOTARY PUBLIC
Title of Officer

My Commission Expires: 9/21/91

GWENDOLYN M. STACH NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

MORTGAGE DEED

FROM

TO

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

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

County Clerk and Ex-Officio Register of Deeds.

By ..... Deputy Clerk

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

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROGER DAVENPORT and STELLA F. DAVENPORT, husband and wife,

mortgagor S, of Monroe County, State of Michigan, to secure the payment of Fourteen Thousand Nine Hundred Three and 65/100 ($14,903.65) - - - Dollars, due 9/10/92 with interest from 9/1/87 at the rate of twelve (12%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 60 equal monthly payments of $328.13 each, which include interest at the rate of 12% per annum; first said payment due 10/10/87 and on the 10th day of each month thereafter until paid in full, do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE

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

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

A TRACT OF LAND located in the S½SE¼ of Section 32, Township 34 North, Range 109 West, 6th P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at a point which bears N.00°55'45"W., along the west line of said S½SE¼, a distance of 298.00 feet from the southwest corner of said S½SE¼;
thence from said point of beginning continue N.00°55'45"W., a distance of 260.00 feet;
thence, S.89°53'41"E., and parallel to the south line of said S½SE¼, a distance of 300.00 feet;
thence, S.00°55'45"E., and parallel to the west line of said S½SE¼, a distance of 260.00 feet;
thence N.89°53'41"W., and parallel to the south line of said S½SE¼ a distance of 300.00 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.

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

215382
RECORDED October 29 1987 4:30 PM
IN BOOK 48 mtg PAGE 506
FEES $6.00 Mary L. Rankard, 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 amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 25th day of September A. D. 1987.

In the presence of

Jennifer Lowe
Betty Waldram

Roger Davenport
ROGER DAVENPORT

Stella F Davenport
STELLA F. DAVENPORT

Released Bk. 14 Rel. @ Pg. 544

506

State of MICHIGAN }
County of Monroe } ss.

The foregoing instrument was acknowledged before me by ROGER DAVENPORT,
STELLA F. DAVENPORT, _____,

this 28th day of September, 19 87.

Witness my hand and official seal.

Vickie S. Dufour
Signature
NOTARY PUBLIC
Title of Officer

My Commission Expires: 2/3/91

VICKIE S. DUFOUR
Notary Public, Monroe County, Michigan
My Commission Expires 2/3/91

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING }
County of _____ } ss.

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

By _____ Deputy Clerk

County Clerk and Ex-Officio Register of Deeds.

No. _____ Fees, $ _____

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 9, 19 87. The mortgagor is Steven V. Griggs, a/k/a Stephen V. Griggs, and Rhonda L. Griggs, 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 Sixty Nine Thousand Five Hundred and no/100's*** Dollars (U.S. $ *69,500.00*). 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 November 1, 2017. 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 Sweetwater County, Wyoming:

Lot numbered thirteen (13) of the Highland View Estates, Sublette County, Wyoming.

218471

RECORDED OCT 15 @ 87 1:40 PM
IN BOOK 48 Mtg PAGE 508
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

which has the address of 19 Stock Driveway [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.

Steven V. Griggs, a/k/a Stephen V. Griggs .....(Seal) —Borrower

Rhonda L. Griggs .....(Seal) —Borrower

[Space Below This Line For Acknowledgment]

STATE OF Wyoming }
COUNTY OF Sweetwater } SS:

I, Donna Ngai, a Notary Public in and for said county and state, do hereby certify that Steven V. Griggs, a/k/a Stephen V. Griggs and Rhonda L. Griggs, 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 9th day of October, 19 87

My Commission Expires: 8/08/91

(SEAL)

[redacted] Notary Public [redacted]

[redacted] [redacted] [redacted]

RECORDED Oct. 19 1987 10:45AM
IN BOOK 48 Misc PAGE 512
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

LOAN MODIFICATION AGREEMENT

218493

LOAN NO. 1424

WHEREAS

FIRST WYOMING BANK, N.A. - JACKSON HOLE

loaned Stuart M. Godin and Carol Y. Godin, husband and wife

the sum of Seventy Thousand and no/100---------- dollars ($ 70,000.00), as evidenced by a note and mortgage executed and delivered on May 31, 1985 which mortgage is duly recorded in the public records in Teton County Wyoming which note and mortgage are hereby incorporated herein as a part of this instrument and the property described in said note and mortgage is described as follows:

Tract 18, Sheet 7, Hoback Ranches Subdivision, Sublette County, Wyoming.
Formerly known as the SW¼ SW¼ of Section 1, T36N, R113W, 6th P.M., Sublette County, Wyoming.

WHEREAS, the undersigned owner of said premises has found it necessary or FIRST WYOMING BANK, N.A. - JACKSON HOLE has found it necessary to modify the terms of said loan for the following reasons:**

Stuart M. Godin and Carol Y. Godin request that their son, Michael S. Godin be added as an additional obligor, subject to all of the terms and conditions of the original note and mortgage. First Wyoming Bank does consent to this request.

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter.

THEREFORE, it is hereby agreed that, as of the date of this Agreement, the unpaid balance of said indebtedness is Sixty Nine Thousand Five Hundred Fifty Nine and 42/100 ($ 69,559.42), all of which the undersigned promises to pay with interest at 13.375 % per annum until paid, and that the same shall be payable Seven Hundred Ninety Four and 91/100--- ($ 794.91) per month beginning on the 1st day of September 19 87 to be applied first to interest and balance to principal, plus a sum estimated to be sufficient to discharge taxes and insurance obligations, if applicable to said loan, (which estimated sum may be adjusted as necessary) and that in all other respects said mortgage contract shall remain in full force and effect.

Signed sealed and delivered this 1st day of September 1987

FIRST WYOMING BANK OF WYOMING, N.A. - JACKSON HOLE

BY: _____
Lenny Roehrkasse
TITLE: Asst. Vice President

FIRST WYOMING BANK - JACKSON HOLE
CORPORATE SEAL
STATE OF WYOMING

ATTEST (Seal)
Cathie E. Burkland
Cathie E. Burkland Secretary
Real Estate Loan Officer

**Note: Strike out words "for the following reasons" if not applicable

RECORDED
COMPARED
INDEXED
ABSTRACTED

CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, original borrower or borrowers, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modifications.

Recorded 9-30 19 87 at 10:35 M
In Book 193 of Photo Page 617
No. 275280 $4.00 pd
V. Jolynn Coonce County Clerk
by Ann Ricks Dep.

Stuart M. Godin Michael S. Godin

Carol Y. Godin

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me this September 1, 1987 by date

Lenny Roehrkasse to me personally known, who, being by me duly sworn, did say that he is the 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.

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

June 25, 1989
My Commission Expires

Jenny Curran
Notary Public

512

ASSIGNMENT OF MORTGAGE - Corporation

KNOW ALL MEN BY THESE PRESENTS, That Superior Mortgage, Inc. a Corporation, the party of the first part, in consideration of the sum of Eighty Thousand Seven Hundred and no/100ths----------Dollars lawful money of the United States of America, to it in hand paid by FEDERAL HOME LOAN MORTGAGE CORPORATION A Corporation, the party of the second part, at or before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and, by these presents, does grant, bargain, sell, assign, transfer, transferred, and set over, unto the said party of the second part, its successors and assigns, a certain INDENTURE OF MORTGAGE, Bearing date 5th day of February 1987, Recorded Document # Bk 47 Pg 260 of the Mortgage Records of Sublette County, Wyoming and made by Frank L. Sempsis and Gloria J. Sempsis, Husband and Wife to Superior Mortgage, Inc. and all its right, title and interest to the premises therein described, as follows, to-wit:

LOT 12, SCENIC VIEW SUBDIVISION, SUBLETTE COUNTY, WYOMING.

218496

RECORDED Oct. 19 1987 11:00 A.M.
IN BOOK 48 mtg. PAGE 513
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

Together with the note therein described, and the money due or to become due thereunder, including interest thereon, TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever, subject only to the provisions of said INDENTURE OF MORTGAGE therein contained.

And the party of the first part does hereby make, constitute and appoint the said party of the second part, its true and lawful attorney, irrevocable, in its name, or otherwise, but at their own proper costs and charges, to have, use, and take all lawful ways and means for the recovery of the said money and interest, and, in case of payment, to discharge the same as the part of the first part might, or could do, if these presents were not made.

IN WITNESS WHEREOF, Superior Mortgage, Inc. a corporation of the State of Nebraska has caused this Assignment of Mortgage to be executed by its President and attested by its Secretary and its Corporate Seal to be hereunto affixed the 9th day of February in the year 19 87.

SUPERIOR MORTGAGE, INC.

By: Kent M. Holsten
Kent M. Holsten/Vice President

Attest: Richard L. Hodtwalker
Richard L. Hodtwalker/Asst. V.P.

State of Nebraska)
) ss.
County of Hall)

On this 9th day of February, 19 87, before me, a Notary Public, duly commissioned and qualified in and for said County and State, Personally came the above named Kent M. Holsten and Richard L. Hodtwalker of Superior Mortgage, Inc. who are personally known to me to be the identical persons whose names are affixed to the above assignment of Mortgage as the President and Secretary of said Corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of the said Corporation.

WITNESS my hand and official seal, in Grand Island, in said County, the date aforesaid.

GENERAL NOTARY-State of Nebraska
KAREN KUTILEK
My Comm. Exp. April 29, 1990

Karen Kutilek
Notary Public

My commission expires:
Return to: Superior Mortgage, Inc.
P.O. Box 2008
Grand Island, NE 68802

[redacted] [redacted] [redacted]

ASSIGNMENT OF MORTGAGE - Corporation

KNOW ALL MEN BY THESE PRESENTS, That Superior Mortgage, Inc. a Corporation, the party of the first part, in consideration of the sum of Forty-seven Thousand Dollars and No/100---------- Dollars lawful money of the United States of America, to it in hand paid by Federal Home Loan Mortgage Corporation A Corporation, the party of the second part, at or before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over and, by these presents, does grant, bargain, sell, assign, transfer, transferred, and set over, unto the said party of the second part, its successors and assigns, a certain INDENTURE OF MORTGAGE, Bearing date 13th of November, 19 85, Book # 44 Page #582 of the Mortgage Records of Sublette County, Wyoming and made by Lynn Williams and Kathleen Williams, husband and wife and all its right, title and interest to the premises therein described, as follows, to-wit:

Lot Three (3) of the South Bench Subdivision, Sublette County, Wyoming, as the same appears in the Office of the County Clerk of Sublette County, Wyoming.

Said Mortgage initially made to Teton Mortgage Company, Inc. and assigned to Superior Mortgage, Inc. by an Assignment of Mortgage dated 11-14-85 and filed in Book # 44 Page #586 on Nov. 20,1985in the Mortgage Records of Sublette County, Wyoming.

Together with the note therein described, and the money due or to become due thereunder, including interest thereon, TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever, subject only to the provisions of said INDENTURE OF MORTGAGE therein contained.

And the party of the first part does hereby make, constitute and appoint the said party of the second part, its true and lawful attorney, irrevocable, in its name, or otherwise, but at their own proper costs and charges, to have, use, and take all lawful ways and means for the recovery of the said money and interest, and, in case of payment, to discharge the same as the part of the first part might, or could do, if these presents were not made.

IN WITNESS WHEREOF, Superior Mortgage, Inc. a corporation of the State of Nebraska has caused this Assignment of Mortgage to be executed by its President and attested by its Vice President and its Corporate Seal to be hereunto affixed the 19th day of November in the year 19 85.

SUPERIOR MORTGAGE, INC.

By: James S. Reed
James S. Reed President

Attest: R.S. Lancaster
R.S. Lancaster, Exec. V.P.

State of Nebraska)
) ss.
County of Hall)

On this 19th day of November, 19 85, before me, a Notary Public, duly commissioned and qualified in and for said County and State, Personally came the above named James S. Reed and R.S. Lancaster of Superior Mortgage, Inc. who are personally known to me to be the identical persons whose names are affixed to the above assignment of Mortgage as the President and Vice President of said Corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of the said Corporation.

WITNESS my hand and official seal, in Grand Island, in said County, the date aforesaid

218497

DONNA F. PETERS
GENERAL NOTARY
NOTARY PUBLIC
COMMISSION EXPIRES
OCT 19

Donna F. Peters
Notary Public

My commission expires:
Return to: Superior Mortgage, Inc.
P.O. Box 168
Grand Island, NE 68801

RECORDED Oct. 19 19 87 11:00 A.M.
IN BOOK 48 mtg PAGE 514
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

514

Released Book 15 Rel. page 507.

515

MORTGAGE

THIS MORTGAGE, made as of the 14 day of October, 1987, from CIRCLE NINE RANCH, INC., a Wyoming corporation, hereinafter referred to as the "Mortgagor", to ANNE E. BARGER, a single woman, hereinafter referred to as the "Mortgagee".

The Mortgagor, for and in consideration of the sum of Forty-Seven Thousand One Hundred and NO/100 ($47,100.00) Dollars in lawful money of the United States, to secure the indebtedness hereinafter referred to, does hereby grant, bargain, mortgage and convey to the Mortgagee, the real property situated in Sublette County, Wyoming, described in Exhibit "A" as attached hereto.

TO HAVE AND TO HOLD such property (any of such property which is subject to the lien of this mortgage from time to time is referred to as the "property", the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

The Mortgagor covenants and warrants that at the signing and delivery of this mortgage, the Mortgagor is lawfully seized in fee simple of the property and has good and lawful right to mortgage, sell and convey such property; that the mortgagor warrants and will defend the title to such property against all lawful claims and demands; and that the property is free from all encumbrances not permitted hereunder.

This Mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of Forty-Seven Thousand ~~Two~~ One Hundred ~~Fifty~~ and NO/100 ($47,~~250~~.00) Dollars together with interest thereon and any applicable late charges according to the provisions of a certain promissory note or notes, dated as of the date hereof, the ultimate maturity date of which is October 19, 1992, executed and delivered by the Mortgagor to the Mortgagee, and all extensions and renewals thereof and all other amounts due hereunder, then this mortgage and such note or notes shall cease and be null and void. The Mortgagor hereby covenants to pay all such amounts.

218514

RECORDED Oct. 19 '87 4:00 P.M.
IN BOOK 48 mtg PAGE 515
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nancy Riley

1. The Mortgagor further covenants and agrees as follows:

(a) The lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

(b) The Mortgagor shall pay or cause to be paid all taxes and assessments (including without limitation any homeowner assessments) levied or assessed against the property, and shall comply with all recordation and other laws affecting the security of this Mortgage, at the expense of the Mortgagor.

(c) The Mortgagor shall not permit the interest of the Mortgagor in the property or any part thereof to be levied upon or attached in any legal or equitable proceeding, except to the extent such proceeding is being contested in good faith by appropriate proceedings.

2. If the Mortgagor defaults in the payment of such taxes, assessments or other lawful charges, the Mortgagee may, without notice or demand, pay the same. The Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement or foreclosure, and reasonable attorneys fees, shall be added to the debt hereby secured, and agrees to repay the same and

all expenses so incurred by the Mortgagee, with interest thereon from the date of payment at the interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien on the property and be secured by this mortgage.

3. If the Mortgagor defaults in the payment of any principal or interest on the indebtedness secured hereby after the same shall become due and payable, or in case of breach of any covenant or agreement herein or therein contained, in each case for a period of thirty (30) days after notice of such default is delivered or mailed by or on behalf of the Mortgagee, the whole of the then outstanding indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note or notes to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity or by advertisement and sale as provided by Wyoming Statutes. At any foreclosure sale, the Mortgagee may cause to be executed and delivered to the purchaser or purchasers a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorneys fees. The failure of the Mortgagee to promptly foreclose following a default shall not prejudice any right of the Mortgagee to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default or defaults. The proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including reasonable attorneys fees, and all money expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property, which are superior to the lien hereof; (3rd) the balance due to the Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagor (subject to the rights of any junior lienholders).

4. If the right of foreclosure accrues as a result of any default hereunder, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of the property and to all rents, income and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, and such possession, rents, income and profits shall be delivered immediately to the Mortgagee on request, to the extent permitted under the First Mortgage. On refusal, the delivery of such possession, rents, income and profits may be enforced by the Mortgagee by any appropriate suit, action or proceeding. The Mortgagee shall be entitled to a receiver for the property and all rents, income and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption and without regard to the solvency or insolvency of the Mortgagor, or the then owner of the property, and without regard to the value of the property, or the sufficiency thereof to discharge the indebtedness secured hereby and foreclosure costs, fees and expenses. Such receiver may be appointed by any court of competent jurisdiction upon application, and the appointment of any such receiver on any such application is hereby consented to by Mortgagor. All rents, income and profits of the property shall be applied by such receiver according to law and the orders and directions of the court.

The terms "foreclosure" and "foreclose", as used herein, shall include the right of foreclosure by any suit, action or proceeding at law or in equity, or by advertisement and sale of the property or in any other manner now or hereafter provided by Wyoming law, including the power to sell.

5. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagor shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and the Mortgagee shall be entitled to a deficiency judgment.

6. The acceptance of this mortgage, and the note or notes it secured, by the Mortgagee, shall be an acceptance of the terms and conditions contained herein.

7. The covenants and agreements herein contained shall bind, and inure to the benefit of, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee. When ever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. The Mortgagor shall not create, incur or suffer to exist any other mortgage or lien on the property which is not junior to the lien of this mortgage.

9. The Mortgagor shall not be entitled to set-off or any similar rights against any amounts owed hereunder or under the note or notes secured hereby.

10. If all or any part of the real property or any interest therein (including any partnership interest) is sold, conveyed, encumbered or otherwise transferred voluntarily or involuntarily, the transferring Mortgagor shall remain fully liable hereby, and the Mortgagee may also insist upon the following as a condition to such transfer: Approval of the form of the assignment instrument, and all other instruments executed pursuant thereto, which approval will be granted in a reasonable and timely manner. Approval will be granted or withheld within a period of 15 days, or deemed to be given. The Mortgagor shall give prior written notice to the Mortgagee of any such sale, conveyance, encumbrance or other transfer.

11. Any notice required to be given to any person hereunder or under the note or notes secured hereby shall be given by delivery or by mailing the same by certified mail to such person at the address noted above (or to such other address as shall have been specified in writing), and notice so mailed shall for all purposes hereof be as effectual as though served upon such party in person at the time of depositing such notice in the mail.

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

ATTEST: **CIRCLE NINE RANCH, INC.,** a Wyoming corporation

SEAL

SECRETARY

BY: _____
PRESIDENT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage** was acknowledged before me by CIRCLE NINE RANCH, INC., a Wyoming corporation, by Hallie H. Swift, it's President and attested to and sealed by it's Secretary this 16 day of October, 1987.

WITNESS my hand and official seal.

Lisa M. Davis
NOTARY PUBLIC

My Commission Expires:

Lisa M. Davis - Notary Public
County of Teton State of Wyoming
My Commission Expires Sept 2, 1990

EXHIBIT "A"

A Tract of land located in the S½SW¼, SW¼SE¼ of Section 5 and the NW¼NE¼, NW¼ of Section 8, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Using a base bearing of north for the west line of said Section 5 and beginning at the southwest corner of said Section,

thence from said point of beginning north, 1190.04 feet along the west line of Section 5 to a point which is the southwest corner of a tract of land presently owned by Reed Construction Co.;

thence S.89°29'27"E., 2279.48 feet along the south line of the Reed Tract to a point on the previous southwest right-of-way line of U.S. Highway 191 (previously 187);

thence continuing S.89°29'27"E., 2.21 feet to a point on the current southwest right-of-way line of U.S. Highway 191;

thence S.47°35'52"E., 857.59 feet along the current southwest right-of-way line to an angle point;

thence continuing along said right-of-way,, S.42°23'55"W., 25.00 feet to an angle point;

thence continuing along said right-of-way S.47°36'05"E., 599.96 feet to an angle point;

thence continuing along said right-of-way N.42°23'55"E., 25.00 feet to an angle point;

thence continuing along said right of way S.47°35'51"E., 366.71 feet to a point;

thence S.38°48'11"W., 1.14 feet to a point on the previous right-of-way of U.S. Highway 191; said point being also the north corner of Lot 4 of the Big River Subdivision, the plat of which is of record in the office of the Sublette County Clerk;

thence S.38°48'11"W., 270.61 feet, along the north boundary of said Big River Subdivision to an angle point on that boundary, being the north corner of Lot 5 of the Big River Subdivision;

thence S.35°44'47"W., 1338.72 feet along the northwest boundary of said Lot 5 to the northwest corner of that Lot, being also the southeast corner of the N½NW¼ of Section 8;

thence following the property line as described in the court order as recorded in Book 34 of Miscellaneous, page 665, through the following traverse; S.00°18'08"W., 246.28 feet along the west line of Lot 5 and the east line of the S½NW¼ Section 8;

thence N.54°13'49"W., 151.82 feet;

thence N.61°00'25"W., 339.79 feet to a point on the south line of the N½NW¼ of Section 8;

thence continuing N.61°00'25"W., 27.46 feet;

thence N.51°23'29"W., 150.79 feet;

thence N.89°05'40"W., 108.85 feet;

thence S.76°18'06"W., 70.26 feet;

thence N.65°20'03"W., 159.08 feet;

thence S.59°39'37"W., 99.00 feet;

thence S.89°03'01"W., 896.23 feet;

thence N.89°59'48"W., 589.18 feet;

thence S.67°59'57"W., 79.98 feet;

thence S.55°43'47"W., 49.25 feet to a point on the south line of the N½NW¼ of Section 8;

thence continuing S.55°43'47"W., 93.62 feet;

thence N.54°27'23"W., 30.00 feet to a point of the west line of the

S½NW¼ of Section 8;

thence departing from the property line as described in said court order, N.00°13'28"W., 37.00 feet along the west line of the S½NW¼ of Section 8 to the northwest corner of the S½NW¼ of Section 8;

thence N.00°09'25"W., 1313.49 feet, along the west line of the N½NW¼ of Section 8 to the northwest corner of Section 8, to the point of beginning.

The foregoing described tract contains 173.2 acres more or less.

TOGETHER WITH all improvements and appurtenances, all water and water rights, ditch and ditch rights 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.

LOAN MODIFICATION AGREEMENT

WHEREAS, on the 16th day of February, 1987, Thomas L. and Lois V. Reifschneider, P.O. Box 16, Bondurant, Wyoming, 83013 duly executed and delivered a Promissory Note in the amount of SIXTY FIVE THOUSAND ($65,000.00) to BANK OF JACKSON HOLE, and

WHEREAS, on the 16th day of February, 1987 Thomas L. and Lois V. Reifschneider duly executed and delivered a Mortgage on Real Property to the BANK OF JACKSON HOLE, Jackson, WY. Said Mortgage was in the principal amount of SIXTY FIVE THOUSAND ($65,000.00) and was recorded in the Office of the Sublette County Clerk on February 27, 1987 of Photo Pages 313, as Instrument 215839, and WHEREAS, it is in the mutual interest of both parties that the final maturity date on said Promissory Note and Mortgage be extended to November 1, 1989 with monthly payments of six hundred and fifty dollars being applied first to interest and then to principal with any remaining principal and interest due at maturity.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree and maturity of said Promissory Note and Mortgage are hereby extended to November 10, 1989 with a monthly payment of $650.00 beginning November 1, 1987 and any remaining principal and interest due on November 1, 1989.

Dated at Jackson, Wyoming, this 5th day of October, 1987.

BANK OF JACKSON HOLE

Melvin D. Hutchings, President

Thomas L. Reifschneider

Lois V. Reifschneider

ATTEST: Asst V. P.

STATE OF WYOMING)
)
COUNTY OF TETON)

On the 14th day of October, 1987, before me personally appeared Thomas L. and Lois V. Reifschneider.

Witness my hand and official seal.

Notary Public

Mary K. Maurer
County of Teton
My Commission Expires June 12, 1991

STATE OF WYOMING)
)
COUNTY OF TETON)

On the 14th day of October, 1987, before me personally appeared Melvin D. Hutchings, to be personally known, who being by me duly sworn, did say that he is the President of BANK OF JACKSON HOLE, and that the seal affixed to said instrument is the corporation seal of said corporation, and the said instrument was signed and sealed on the behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

Witness my hand and official seal.

Mary K. Maurer
County of Teton
My Commission Expires June 12, 1991

LOANMOD/MM 21851?

RECORDED Oct. 20 19 87 8:30 A M.
IN BOOK 48 Mtg PAGE 521
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [redacted] Deputy

State of Wyoming

Mortgage

FHA Case No.
591-0477195-703

Know All Men by These Presents, That Mark A. Mrak and Marianne W. Mrak, husband and wife

herein designated as Mortgagor, of P.O. Box 762 Pinedale, County of Sublette, State of Wyoming 82941, to secure the payment of the principal sum of --Fifty Eight Thousand Three Hundred Fifty and No/100-- Dollars ($ 58,350.00), with interest at the rate of --Eight and Three Eights-- per centum (08.375 %) 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 --Four Hundred Sixty four and 95/100-- Dollars ($ 464.95), commencing on the first day of December 19 87, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November 2012, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 2, 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 the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming

218522

RECORDED Oct. 20 19 87 11:00 A.M.
IN BOOK 48 mtg PAGE 522
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee when the ineligibility for insurance under the

[redacted] [redacted] [redacted]

National Housing Act is due to the Mortgagee'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 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 Marianne W. Mrak wife of the said Mark A. Mrak upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

In Witness Whereof, the Mortgagor(s) ha ve hereunto set their hand(s) this 20th day of October , 19 87

In the presence of—

MARK A. MRAK
Mark A. Mrak

Marianne W. Mrak
Marianne W. Mrak

524

The State of Wyoming

ss:

County of Sublette

On this 20th day of October, 19 87, before me personally appeared Mark A. Mrak and Marianne W. Mrak 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 20th day of October, A.D. 19 87

[SEAL] John Overgaag, County of Sublette, My Commission Expires: Notary Public, State of Wyoming, Oct. 24, 1988

10-24-88

My commission expires

Notary Public.

State of Wyoming

ss:

County of

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

County Clerk and ex officio Register of Deeds

Fee: $

By Deputy

EXHIBIT C

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

UNIPORM 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 20th day of October, 19 87.

MARK A. MRAK
Signature

Mark A. Mrak
Printed

Marianne W. Mrak
Signature

Marianne W. Mrak
Printed

WCDA MPP FORM #209A (5/84)

FHA DUE ON TRANSFER RIDER

This rider is made this 20th day of October, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed 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 Mortgage, Deed of Trust, or Security Deed and located at 144 W. Buffalo Street Pinedale, Wy 82941 (property address)

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Borrower accepts and agrees to the terms contained in this rider.

MARK A. MRAK
(Borrower)
Mark A. Mrak

Marianne W. Mrak
(Borrower)
Marianne W. Mrak

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 Mark A. Mrak and Marianne W. Mrak

and appears recorded in book 48 of mortgages, beginning on page 522 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 2, 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 the County Clerk and Ex-Officio REgister of Deeds for Sublette County, Wyoming

218523

RECORDED Oct 20 19 87 11:00 AM
IN BOOK 48 mtg PAGE 528
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

together with the note or notes 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 the 20th day of OCtober, 1987.

*Doing business without a corporate seal.

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 20th day of October 19 87

Witness My hand and official seal.
My Commission expires: 1-18-88

CLAIRE K. ABRAMS NOTARY PUBLIC
Teton County, State of Wyoming
Commission expires July 18, 1988.

Claire K. Abrams

529 (1) Release Bk. 15 Pg. 209

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT E. SILFVAST, a single man, and PEGGY J. DONALD, a single woman,

mortgagor S, of P.O. Box 817, Pinedale Sublette County, State of Wyoming, to secure the payment of

Twelve Thousand and NO/100 ($12,000.00) Dollars, due 10/10/97

with interest from 10/10/87 at the rate of twelve (12%) per cent per annum, payable monthly ~~annually~~

evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of $172.18 each, which include interest at the rate of 12% per annum; first said payment due 11/10/87 and on the 10th day of each month thereafter until paid in full, do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

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

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

A tract of land in the NW¼NE¼ of Section 12, Township 33 North, Range 109 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at the North Quarter Corner of Section 12,

thence, S.00°07'13"W., along the mid-section line of Section 12, a distance of 1320.76 feet to the one-sixteenth corner;

thence, S.89°31'06"E., along the South line of the NW¼NE¼ of Section 12 a distance of 332.42 feet;

thence, N.00°07'06"E., 1321.27 feet to a point on the North line of Section 12;

thence, N.89°36'23"W., along the North Section line 332.35 feet to the point of beginning.

TOGETHER WITH all improvements and appurtenances thereunto appertaining.

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

RECORDED October 21 1987 4:15 PM
IN BOOK 48 MTG PAGE 529
FEES $ 10.25 Mary Ann Rutherford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
218554
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 amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 10th day of October A. D. 1987.

In the presence of

Robert E. Silfvast
ROBERT E. SILFVAST

Peggy J. Donald
PEGGY J. DONALD

[redacted] [redacted] [redacted]

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by ROBERT E. SILFVAST, PEGGY J. DONALD, _____, _____,

this 22nd day of October, 1987.

Witness my hand and official seal.

Gwendolyn M. Stack
Signature
NOTARY PUBLIC
Title of Officer

My Commission Expires: 9/21/91

GWENDOLYN M. STACK NOTARY PUBLIC Sublette County, Wyoming

for your file

3001 (6/82) (Individual) First American Title Company

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } ss.

On OCTOBER 10th, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared PEGGY J. DONALD

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature Terry D. Parsons

OFFICIAL SEAL
TERRY D. PARSONS
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm Expires Oct. 14, 1989

(This area for official notarial seal)

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, $

531 Released RE 5th & Fr 21

State of Wyoming

Mortgage

FHA Case No.
591-0478415-703

Know All Men by These Presents, That Bradley E. Merrill-Exton and Martha E. Merrill-Exton, husband and wife

hereon designated as Mortgagor, of 431 North Franklin Avenue Pinedale, County of Sublette, State of Wyoming, to secure the payment of the principal sum of Fifty Two Thousand Four Hundred Nineteen and no/100's*** Dollars (S *52,419.00*), 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

First Security Bank of Rock Springs

a corporation organized and existing under the laws of Wyoming hereinafter designated Mortgagee, said principal sum and interest being payable in monthly installments of Four Hundred Seventy Nine and 50/100's*** Dollars (S *479.50*), commencing on the first day of December 19 87, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November 2017, hereby mortgages to said Mortgagee, the following described real estate, situated in Sweetwater County, State of Wyoming, to wit:

Lot 6, Block 3, of the Cooley Eighth addition to the town of Pinedale, Sublette County, Wyoming.

216552

RECORDED Oct 23 1987 1:15 PM
IN BOOK 48 Mtg PAGE 531
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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 (rust 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

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee 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.

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 and incorporated by this reference.

And the said Martha E. Merrill-Exton wife of the said Bradley E. Merrill-Exton 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 23rd day of October, 19 87

In the presence of:

Martha E. Merrill-Exton

Bradley E. Merrill-Exton

[redacted] [redacted] [redacted]

The State of Wyoming

ss:

County of SUBLETTE

On this 23rd day of October, 19 87, before me personally appeared Bradley E. Merrill-Exton and Martha E. Merrill-Exton 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 23rd day of October, A.D. 19 87

[SEAL]

My commission expires July 28, 1988

Notary Public.

State of Wyoming

County of

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

This instrument was filed for record at o'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

534

MORTGAGE RIDER

The Rider, dated the 23rd day of October, 19 87, amends the mortgage of even date by and between Bradley E. Merrill-Exton and Martha E. Merrill-Exton, Husband and Wife the mortgagor and First Security Bank of Rock Springs, the mortgagee, as follows:

1. The mortgagee shall, with the prior approval of the Federal Housing Commissioner or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Dated this 23rd day of October, 1987.

Bradley E. Merrill-Exton
Bradley E. Merrill-Exton

Martha E. Merrill-Exton
Martha E. Merrill-Exton

[redacted] [redacted] Sale to [redacted]

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

KNOW ALL MEN BY THESE PRESENTS THAT James M. Blakemore (hereinafter call "*Grantor*"), for and in consideration of the sum of Ten Dollars ($10.00) to Grantor in hand paid by Sam W. Baker Trustee, of Midland, Texas (hereinafter called the "*Trustee*") and of the debts and trust hereafter mentioned, in order to secure the payment of the indebtedness hereinafter referred to and of the obligations, covenants, agreements and undertakings of the Grantor hereinafter described, does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and SET OVER to the Trustee the following:

A. The oil, gas and/or mineral leasehold interests and estates and other interests which are described in Exhibit A attached hereto and made a part hereof, and all interest of Grantor in all other oil, gas and/or mineral interests with which any of the interests and estates described in Exhibit A are now or hereafter may be unitized, in whole or in part;

B. All of Grantor's interest in and to all wells, buildings and all other fixtures now or hereafter located upon or used in connection with any of the properties described in Exhibit A or properties unitized therewith; and

C. All of Grantor's interest in, to and under all rights of way, easements, surface leases and similar rights and interests affecting any of the interests now or hereafter covered hereby or which are useful or appropriate in drilling for, producing, treating, handling, storing, transporting or marketing oil, gas or other minerals from any of the properties described in Exhibit A or properties unitized therewith;

subject to the overriding royalties, unit declarations or agreements, joint operating contracts and other matters described in Exhibit A (all of the properties, interests and rights described in headings A, B and C, subject as aforesaid, being hereinafter sometimes referred to as the "*Mortgaged Properties*").

TO HAVE AND TO HOLD the Mortgaged Properties, together with all rights, estates, powers and privileges appurtenant or incident thereto, unto the Trustee and his successors or substitutes in this trust and to his or their successors and assigns, in trust, however, upon the terms and provisions herein set forth.

AND FURTHER to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements and undertakings of Grantor hereinafter described, Grantor hereby grants to the Noteholder (as hereinafter defined) a security interest in all oil, gas, other hydrocarbons and other minerals produced from or allocated to the Mortgaged Properties which accrue to Grantor's interest in said properties, the proceeds thereof and all accounts and rights of Grantor under contracts under which such proceeds may arise, the entire interest of Grantor in all materials, equipment and other personal property of whatever nature now or hereafter located on or used in and about the lands described in Exhibit A and all accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all rights of Grantor under contracts (including, but not limited to, rights under unitization or pooling agreements, designations and orders) and other general intangibles related to the Mortgaged Properties (all of said items in which Grantor has granted a security interest being hereinafter collectively called the "*Collateral*") and all proceeds of the Collateral.

ARTICLE I. Secured Indebtedness

* ~~1.1. This Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement (hereinafter called the "*Mortgage*") is made to secure and enforce the payment of the following notes, obligations, indebtedness and liabilities: (a) one certain promissory note of even date herewith in the principal amount of _____ Dollars ($_____) made by Grantor and payable to the order of FIRST REPUBLICBANK MIDLAND, N.A., a national banking association with offices in Midland, Texas (hereinafter called the "*Bank*"), with interest at the rates therein provided, both principal and interest being payable as therein provided and all amounts remaining unpaid thereon being finally due and payable on _____, and containing a provision for the payment of a reasonable additional amount as attorney fees, and all other notes given in substitution therefore or in renewal and extension thereof, in whole or in part, such note and all other notes given in substitution, renewal and extension thereof, in whole or in part, being hereinafter called the "*NOTE*", and the Bank and all subsequent holders of the Note or any part thereof or any interest therein or any of the "secured indebtedness" (as hereinafter defined) being hereinafter called the "*NOTEHOLDER*"; (b) all indebtedness now or hereafter incurred or arising pursuant to or permitted by the provisions of the Note, this Mortgage or any other instrument now or hereafter evidencing or securing the "secured indebtedness" (as hereinafter defined) or any part thereof; and (c) all other loans and future advances made by the Noteholder to Grantor and all other debts, obligations and liabilities of every kind and character now or hereafter owing by Grantor to the Noteholder, whether direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to the Noteholder or to a third party and subsequently acquired by the Noteholder.~~

1.2. The indebtedness referred to in subheadings (a), (b) and (c) of Section 1.1 and all renewals and extensions thereof and all substitutions therefor are herein sometimes referred to as the "*secured indebtedness*" or the "*indebtedness secured hereby*".

ARTICLE II. Representations, Warranties and Covenants

2.1. Grantor represents, warrants and covenants that Grantor is the lawful owner of the Mortgaged Properties and the Collateral and has good right and authority to grant, bargain, sell, transfer, assign and mortgage the Mortgaged Properties and to grant a security interest in the Collateral; that all oil, gas and/or mineral leases and leasehold estates and other interests described in Exhibit A attached hereto are valid and subsisting and are in full force and effect and are subject to no royalties in excess of ⅛ and to no overriding royalties or other burdens or charges, except as reflected in Exhibit A; that all rents and royalties due and payable thereunder and all severance and production taxes payable with respect to the production therefrom have been duly paid; that the Mortgaged Properties and the Collateral (and the proceeds of the Collateral) are free and clear from all liens, security interests and encumbrances except the lien and security interest evidenced by this Mortgage and the liens, security interests, burdens, encumbrances, contracts and agreements (hereinafter called the "*Permitted Encumbrances*") described or referred to in Exhibit A; that there is no financing statement covering the Collateral or its proceeds on file in any public office except as shown in Exhibit A; that the equipment forming a part of the Collateral will be located on the lands described in Exhibit A; that all producing wells located on the Mortgaged Properties or properties unitized therewith have been drilled, operated and produced in conformity with all applicable laws and rules, regulations and orders of all regulatory authorities having jurisdiction and are subject to no penalties on account of past production, none of such wells are deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations, and such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the Mortgaged Properties or properties unitized therewith; that the execution and delivery of this Mortgage and the Note do not contravene, result in a breach of or constitute a default under any contract or agreement to which Grantor is a party or by which Grantor or any of Grantor's properties may be bound and do not violate or contravene any law, order, decree, rule or regulation to which Grantor is subject; and that Grantor will warrant and forever defend the title to the Mortgaged Properties and the Collateral against the claims of all persons whomsoever claiming or to claim the same or any part thereof, subject to the Permitted Encumbrances.

2.2. So long as the secured indebtedness or any part thereof remains unpaid, Grantor covenants and agrees with the Noteholder as follows:

(a) that Grantor will make prompt payment, as the same becomes due, of the Note and of all installments of principal and interest thereon and of all other secured indebtedness;

(b) that Grantor, if a corporation, will continuously maintain Grantor's corporate existence and Grantor's right to do business in the State of Texas and in each other state where any part of the Mortgaged Properties is situated, and that Grantor will promptly pay all income, franchise and other taxes owing by Grantor and any stamp taxes which may be required to be paid with respect to the Note, this Mortgage or any other instrument evidencing or securing any of the secured indebtedness;

(c) that Grantor will not change its principal place of business, name or identity or, if a corporation, its corporate structure without notifying the Noteholder of such change in writing at least thirty (30) days prior to the effective date of such change;

(d) that Grantor will cause the Mortgaged Properties to be developed, maintained and operated in a good and workmanlike manner in accordance with all applicable laws and with all rules, regulations and orders promulgated by all duly constituted authorities and in accordance with the provisions of the oil, gas and/or mineral leases or other instruments described in Exhibit A, and will keep all of the Mortgaged Properties and the Collateral in good order, repair, and operating condition, causing all necessary repairs, renewals, replacements, additions and improvements to be promptly made;

(e) that Grantor will observe and comply with all of the terms and provisions, express or implied, of the oil, gas and/or mineral leases, agreements or other instruments described in Exhibit A and, except with the prior written consent of the Noteholder, will not amend or terminate any such agreements or surrender, abandon or release any of such leases, in whole or in part, so long as any well situated thereon, or located on any unit containing all or any part of such leases, is capable of producing oil, gas, other hydrocarbons or other minerals in paying quantities, and will not sell, transfer or otherwise dispose of the Mortgaged Properties or the Collateral, or any part thereof;

(f) that Grantor will cause all debts and liabilities of any character, including without limitation all debts and liabilities for labor, material and equipment, incurred in the operation, maintenance and development of the Mortgaged Properties and/or the Collateral, to be promptly paid and will promptly discharge all obligations to the holders of royalty interests and of other interests in the properties described in Exhibit A;

(g) that Grantor will keep such part of the Mortgaged Properties and the Collateral which is of an insurable nature and of a character usually insured by persons operating similar properties insured with companies of recognized responsibility satisfactory to the Noteholder against loss or damage by fire and from other causes customarily insured against, and all policies evidencing such insurance shall contain clauses providing that the proceeds thereof shall be payable to the Noteholder as its interest may appear and providing for written notice to the Noteholder at least 10 days prior to cancellation; and in the event of any loss under any of said policies, the Noteholder shall have the right to collect the same, and all amounts so received shall be applied toward costs, charges and expenses, if any, incurred in the collection thereof, then to the payment of the Note and all other secured indebtedness, and any balance remaining shall be subject to the order of Grantor; provided, however, that Grantor, if Noteholder consents thereto in writing, may receive all or a portion of said proceeds so collected for the sole purpose of reimbursing Grantor for expenditures made in repairing or restoring the damaged property, and the payment of said proceeds from said policies to Grantor for the purpose provided for herein shall not impair any right, title, interest or lien hereunder; and the Noteholder is hereby authorized but not obligated to enforce in its name or in the name of Grantor payment of any or all of said policies or settle or compromise any claim in respect thereof, and to collect and make receipts for the proceeds thereof;

(h) that if the validity or priority of this Mortgage or of any rights, titles, liens or interests created or evidenced hereby with respect to the Mortgaged Properties or the Collateral or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Grantor with respect thereto, Grantor will give prompt written notice thereof to the Noteholder and at Grantor's

* Refer to 7.20

own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims; and the Trustee and the Noteholder, or either of them (whether or not named as parties to legal proceedings with respect thereto), are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Mortgaged Properties and/or the Collateral, the purchase of any tax title and the removal of prior liens or security interests, and all expenses so incurred of every kind and character shall be a demand obligation owing by Grantor to the Noteholder and shall bear interest from the date of expenditure until paid at the same rate as is provided in the Note for interest on past due principal and shall be part of the secured indebtedness and shall be secured by the lien and security interest evidenced by this Mortgage and any other instrument securing the secured indebtedness, and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment;

(i) that Grantor will not, without the prior written consent of the Noteholder, create or place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, on the Mortgaged Properties or the Collateral or any part thereof, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for any lien for ad valorem taxes or amounts for services or materials which are not delinquent), security interest, encumbrance or charge, or conditional sale or other title retention document, other than the Permitted Encumbrances, regardless of whether the same are expressly subordinate to the lien and/or security interest created in this Mortgage, and should any of the foregoing become attached hereafter in any manner to the Mortgaged Properties or the Collateral, or any part thereof, without the prior written consent of the Noteholder, Grantor will cause the same to be promptly discharged and released;

(j) that Grantor will cause payment to be made promptly as the same become due of all ad valorem taxes heretofore or hereafter assessed against the Mortgaged Properties and/or the Collateral or any part thereof and of all gross production, severance and occupation taxes on the production of oil, gas, other hydrocarbons or other minerals that accrue to the Mortgaged Properties;

(k) that Grantor will keep accurate books and records in accordance with sound accounting principles in which full, true and correct entries shall be promptly made as to all operations on the Mortgaged Properties, and will permit all such books and records to be inspected by Noteholder and its duly accredited representatives at all times during reasonable business hours, and if, and as often as, requested by the Noteholder, Grantor shall make reports of operations in such form as the Noteholder prescribes, setting out full data as to production and revenues from the Mortgaged Properties;

(l) that Grantor will, on request of the Noteholder, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage, or in any other instrument executed in connection herewith and/or evidencing or securing the secured indebtedness, or in the execution or acknowledgment of this Mortgage or any such instrument; (ii) execute, acknowledge, deliver and record and/or file such further instruments (including, without limitation, further deeds of trust, security agreements, financing statements, continuation statements and assignments of production, accounts, contract rights and proceeds) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and such other instruments and to more fully identify and subject to the liens and security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the then Mortgaged Properties and/or the then Collateral; and (iii) execute, acknowledge, deliver and file and/or record any document or instrument (including specifically any financing statement) deemed advisable by the Noteholder to protect the lien or the security interest hereunder against the rights or interests of third persons, and Grantor shall pay all costs connected with any of the foregoing;

(m) that Grantor will pay all appraisal fees, recording fees, taxes, abstract fees, attorneys' fees and all other costs and expenses of every character incurred by Grantor or the Noteholder in connection with the closing of the loan evidenced by the Note, and will reimburse the Noteholder for all expenditures, including reasonable attorneys' fees and legal expenses incurred or expended by the Noteholder in connection with the Noteholder's exercise of any of its rights and remedies hereunder or for the protection of the Mortgaged Properties and Noteholder's lien therein and the Collateral and Noteholder's security interest therein; that Grantor will indemnify and hold harmless the Trustee and the Noteholder from and against all claims, demands, liabilities, losses, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon, asserted against or incurred or paid by either of them on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Properties or the Collateral or with this Mortgage or any of the secured indebtedness, save and except for their gross negligence or willful misconduct; and any amounts to be paid hereunder by Grantor to the Noteholder shall be a demand obligation owing by Grantor to the Noteholder and shall bear interest from the date of expenditure by the Noteholder until paid at the same rate as is provided in the Note for interest on past due principal and shall be a part of the secured indebtedness and shall be secured by this Mortgage and by any other instrument securing the secured indebtedness;

(n) that Grantor shall account fully and faithfully for and, if Noteholder so elects, shall promptly pay or turn over to the Noteholder, the proceeds in whatever form received in disposition in any manner of any of the Collateral; and Grantor shall at all times keep the Collateral and its proceeds separate and distinct from other property of Grantor and shall keep accurate and complete records of the Collateral and its proceeds; and

(o) that the equipment forming a part of the Collateral will be used in the business of Grantor and shall remain in Grantor's possession or control at all times at Grantor's risk of loss and shall be kept on the Mortgaged Properties except for its temporary removal in connection with its ordinary use or unless Grantor notifies the Noteholder in writing and the Noteholder consents in writing in advance of its removal to another location.

2.3. As to any part of the Mortgaged Properties which is not a working interest, Grantor agrees to take all such action and to exercise all rights and remedies as are available to Grantor to cause the owner or owners of the working interest in such properties to comply with the covenants and agreements contained herein; and as to any part of the Mortgaged Properties which is a working interest but which is operated by a party other than Grantor, Grantor agrees to take all such action and to exercise all rights and remedies as are available to Grantor (including, but not limited to, all rights under any Operating Agreement) to cause the party who is the operator of such property to comply with the covenants and agreements contained herein.

2.4. Grantor agrees that, if Grantor fails to perform any act or to take any action which hereunder Grantor is required to perform or take or to pay any money which hereunder Grantor is required to pay, the Noteholder, in Grantor's name or its own name, may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by the Noteholder and any money so paid by the Noteholder shall be a demand obligation owing by Grantor to the Noteholder and shall bear interest from the date of expenditure, or of making such payment, by the Noteholder until paid at the same rate as is provided in the Note for interest on past due principal and shall be a part of the secured indebtedness and shall be secured by this Mortgage and by any other instrument securing the secured indebtedness, and the Noteholder, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment.

ARTICLE III. Assignment of Production, Accounts and Proceeds

3.1. For the purpose of additionally securing the payment of all secured indebtedness and to facilitate the discharge of all such indebtedness and as cumulative of any and all rights and remedies herein provided for, Grantor hereby bargains, sells, transfers, assigns, sets over and delivers to the Noteholder all oil, gas, other hydrocarbons and other minerals produced from or allocated to the Mortgaged Properties which accrue after the Effective Date (as hereinafter defined) to Grantor's interest in said properties and all proceeds thereof and all accounts and rights of Grantor under contracts under which such proceeds may arise, all such accounts, rights of Grantor under contracts and proceeds being hereinafter referred to as the "*proceeds of runs*", and Grantor directs and instructs any and all purchasers of the oil, gas, other hydrocarbons and other minerals produced from or allocated to the Mortgaged Properties to pay to the Noteholder all of the proceeds of runs accruing to Grantor's interest until such time as such purchasers have been furnished with evidence that all secured indebtedness has been paid and that the lien evidenced hereby has been released, and Grantor authorizes the Noteholder to receive and collect all sums of money derived from the proceeds of runs assigned hereunder, and no purchasers of the production attributed to the Mortgaged Properties shall have any responsibility for the application of any funds paid to the Noteholder. The office where the records of Grantor with respect to the accounts, rights of Grantor under contracts and other general intangibles concerning the Mortgaged Properties are kept is located at the address shown opposite the signature of Grantor to this Mortgage, and Grantor agrees that the place at which such records are kept will not be changed without the prior written consent of the Noteholder.

3.2. Independent of the foregoing provisions and authorities herein granted, Grantor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by the Noteholder or that may be required by any purchaser of the production from any of the Mortgaged Properties for the purpose of effectuating payment of the proceeds of runs to the Noteholder. If under any existing sales agreements, other than division orders or transfer orders, any proceeds of runs are required to be paid by the purchaser to Grantor so that under such existing agreements payment cannot be made of such proceeds of runs to the Noteholder, Grantor's interest in all proceeds of runs under such sales agreements and in all other proceeds of runs which for any reason may be paid to Grantor shall, when received by Grantor, constitute trust funds in Grantor's hands and shall be immediately paid over to the Noteholder.

3.3. So long as no default has occurred hereunder, the proceeds of runs received by the Noteholder during each calendar month shall on the first day of the next succeeding calendar month (or, at the option of the Noteholder, on any earlier date) be applied by the Noteholder as follows: *FIRST*, to the payment of all unpaid installments of interest on the Note maturing on or prior to such application date; *SECOND*, to the payment of all matured principal owing on the Note; *THIRD*, to the payment of all matured principal and interest on all secured indebtedness other than the secured indebtedness evidenced by or arising under the Note in such manner as the Noteholder deems advisable; *FOURTH*, to the prepayment (without penalty) of the principal of the Note and of any other indebtedness secured hereby in such manner as the Noteholder deems advisable; and *FIFTH*, the remainder of the proceeds of runs shall be paid over to Grantor or to Grantor's order. After an event of default has occurred, all proceeds of runs in the hands of the Noteholder shall be applied by it toward the payment of all secured indebtedness, principal, interest and attorneys' fees, at such times and in such manner as the Noteholder deems advisable.

3.4. Should any person now or hereafter purchasing or taking oil, gas, other hydrocarbons or other minerals attributed to the Mortgaged Properties fail to make payment promptly to the Noteholder of the hereby assigned proceeds of runs, the Noteholder shall have the right to make, or to require Grantor to make, a change of connection and the right to designate or approve the purchaser with whose facilities a new connection shall be made, without liability or responsibility in connection therewith, so long as ordinary care is used in making such designation and to the extent such action may legally be taken, and Grantor agrees to pay to the Noteholder, on demand in writing therefor from the Noteholder, the amount of any proceeds of runs not promptly paid to the Noteholder by any person having responsibility for payment thereof.

3.5. The Noteholder and its successors and assigns are hereby absolved from all liability for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith, except the responsibility to account to Grantor for funds actually received. Grantor agrees to indemnify and hold harmless the Noteholder against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that it received either before or after payment in full of the secured indebtedness funds from the production of oil, gas, other hydrocarbons or other minerals claimed by third persons, and the Noteholder shall have the right to defend against any such claims or actions, employ attorneys of its own selection, satisfactory to it, and shall have the right to compromise and adjust [redacted] action and

judgments, [redacted]ion to the rights to be indemnified as herein p[redacted]l amounts paid by the Noteholder in compromi[redacted]action or discharge of any such cl[redacted] or judgment, and all court costs, attorneys' fees and other expenses of every character incurred by Noteholder pursuant to the provisions of this section shall be a demand obligation owing by Grantor to the Noteholder, shall bear interest from date of expenditure until paid at the same rate as is provided in the Note for interest on past due principal, and shall be a part of the secured indebtedness and shall be secured by this Mortgage and any other instrument securing the secured indebtedness.

3.6. Nothing herein contained shall detract from or limit the absolute obligation of Grantor to make prompt payment of all principal and interest owing on the Note and of all other secured indebtedness when and as the same become due, regardless of whether the proceeds of runs herein assigned are sufficient to pay the same, and the rights under this assignment shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the Note and all other secured indebtedness.

ARTICLE IV. Waiver and Partial Release

4.1. The Noteholder may at any time and from time to time in writing (a) waive compliance by Grantor with any covenant herein made by Grantor to the extent and in the manner specified in such writing; (b) consent to Grantor's doing any act which hereunder Grantor is prohibited from doing, or to Grantor's failing to do any act which hereunder Grantor is required to do, to the extent and in the manner specified in such writing; or (c) release any part of the Mortgaged Properties or the Collateral or any interest therein or any proceeds of runs from the lien, security interest and assignment of this Mortgage, without the joinder of the Trustee. No such act shall in any way impair the rights of the Noteholder hereunder except to the extent specifically agreed to by the Noteholder in such writing.

4.2. The lien and security interest and other security rights of the Noteholder hereunder shall not be impaired by any indulgence, including, but not limited to, (a) any renewal, extension or modification which the Noteholder may grant with respect to any secured indebtedness; or (b) any surrender, compromise, release, renewal, extension, exchange or substitution which the Noteholder may grant in respect of any item of the Mortgaged Properties or the Collateral or any part thereof or any interest therein, or any of the proceeds of runs; or (c) any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness.

ARTICLE V. Possession Until Default, Defeasance

5.1. Unless a default specified in Section 6.1 hereof shall occur and be continuing, Grantor shall retain full possession of the Mortgaged Properties and the Collateral (except the proceeds of runs assigned under Section 3.1 hereof) and shall manage, operate, develop and use the same and every part thereof, subject, however, to all of the terms and provisions of this Mortgage.

5.2. If all of the secured indebtedness be paid as the same becomes due and payable and if the covenants, warranties, undertakings and agreements made in this Mortgage are kept and performed, then, and in that event only, all rights under this Mortgage shall terminate and the properties hereby conveyed shall become wholly clear of the lien, security interest, conveyances and assignments evidenced hereby, and such lien and security interest shall be released by the Noteholder in due form at Grantor's cost.

ARTICLE VI. Remedies in Event of Default

6.1. The term "*default*" as used in this Mortgage shall mean the occurrence of any of the following events:

(a) the failure of Grantor to make due and punctual payment of the Note or of any other secured indebtedness or of any installment of principal, or any part thereof, as the same shall become due and payable, whether at maturity or when accelerated pursuant to any power to accelerate contained in the Note or contained herein, or of any installment of interest thereon, within ten (10) days after the same becomes due;

(b) the failure of Grantor to pay over to the Noteholder within five (5) days after receipt of written demand any proceeds of the sale of the oil, gas, other hydrocarbons and other minerals produced, saved and sold from or allocated to the Mortgaged Properties which are receivable by Noteholder under this Mortgage but which are paid to Grantor rather than the Noteholder (either as provided for in Section 3.2 hereof or otherwise), except proceeds of runs paid over to Grantor by the Noteholder under clause FIFTH of Section 3.3;

(c) the failure of Grantor timely and properly to observe, keep or perform any covenant, agreement, warranty or condition herein required to be observed, kept or performed, if such failure continues for thirty (30) days after written notice and demand by the Noteholder for the performance of such covenant, agreement, warranty or condition;

(d) any representation contained herein or contained in any other instrument now or hereafter securing the secured indebtedness or otherwise made by Grantor to the Noteholder shall be false or misleading in any material respect;

(e) Grantor becomes insolvent (including without limitation the admission in writing of Grantor's inability to pay Grantor's debts as they mature), or makes a transfer in fraud of creditors, or commits any act of bankruptcy, or makes an assignment for the benefit of creditors or fails to pay its debts generally as they mature;

(f) a receiver, trustee, custodian, liquidator or similar official is appointed for all or substantially all of the assets of Grantor or for any of the Mortgaged Properties or the Collateral in any proceeding brought by Grantor, or any such official shall be appointed in any proceeding brought against Grantor and is not discharged within thirty (30) days after such appointment, or Grantor shall request, consent to or acquiesce in such appointment;

(g) Grantor shall file a petition or application under any section or chapter of the Bankruptcy Reform Act of 1978, or under any similar law or statute of the United States or any state thereof, or Grantor shall be adjudged bankrupt or insolvent in proceedings filed against Grantor thereunder, or a petition or answer proposing the adjudication of Grantor as a bankrupt or its reorganization under any present or future federal or state bankruptcy or similar law shall be filed in any court and such petition or answer shall not be discharged or denied within thirty (30) days after the filing thereof, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested by Grantor;

(h) all or any part of the Mortgaged Properties or the Collateral is taken on execution or other process of law in any action against Grantor;

(i) any of the events referred to in subsections (e), (f) and (g) shall occur with respect to any guarantor of the payment of the secured indebtedness or any part thereof and shall not be remedied within the time set forth in such subsections; or

(j) the holder of any lien or security interest on the Mortgaged Properties or Collateral (without hereby implying the consent of the Noteholder to the existence or creation of any such lien or security interest) institutes foreclosure or other proceedings for the enforcement of the remedies in connection therewith.

6.2. Upon the occurrence of a default the Noteholder shall have the option, by giving notice in writing to Grantor, of declaring all secured indebtedness in its entirety to be immediately due and payable, and the lien and security interest evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as the Noteholder may elect.

6.3. Upon the occurrence of a default, the Trustee and the Noteholder and each of them are authorized, prior or subsequent to the institution of any foreclosure proceedings, to enter upon the Mortgaged Properties, or any part thereof, and to take possession of the Mortgaged Properties and the Collateral and all books and records relating thereto and to exercise without interference from Grantor any and all rights which Grantor has with respect to the management, possession, operation, protection or preservation of the Mortgaged Properties and the Collateral. All costs, expenses and liabilities of every character incurred by the Trustee or the Noteholder in managing, operating, maintaining, protecting or preserving such properties, respectively, shall constitute a demand obligation owing by Grantor to the Noteholder and shall bear interest from date of expenditure until paid at the same rate as is provided in the Note for interest on past due principal, all of which shall constitute a portion of the secured indebtedness and shall be secured by this Mortgage and by any other instrument securing the secured indebtedness. If necessary to obtain the possession provided for above, the Trustee or the Noteholder, as the case may be, may invoke any and all remedies to dispossess Grantor including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution.

6.4. Upon the occurrence of a default the Trustee, or his successor or substitute, is authorized and empowered and it shall be his special duty at the request of the Noteholder to sell the Mortgaged Properties or any part thereof situated within the State of Texas at the courthouse door of any county in the State of Texas in which any part of the Mortgaged Properties is situated, at public vendue to the highest bidder for cash between the hours of ten o'clock a.m. and four o'clock p.m. on the first Tuesday in any month after having given notice of such sale in accordance with the statutes of the State of Texas then in force governing sales of real estate under powers conferred by deed of trust. Any sale made by the Trustee hereunder may be as an entirety or in such parcels as the Noteholder may request, and any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. The sale by the Trustee of less than the whole of the Mortgaged Properties shall not exhaust the power of sale herein granted, and the Trustee is specifically empowered to make successive sales under such power until the whole of the Mortgaged Properties shall be sold; and, if the proceeds of such sale of less than the whole of the Mortgaged Properties shall be less than the aggregate of the indebtedness secured hereby and the expense of executing this trust as provided herein, this Mortgage and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Properties just as though no sale had been made; provided, however, that Grantor shall never have any right to require the sale of less than the whole of the Mortgaged Properties but the Noteholder shall have the right, at its sole election, to request the Trustee to sell less than the whole of the Mortgaged Properties. In the event any sale hereunder is not completed or is defective in the opinion of the Noteholder, such sale shall not exhaust the power of sale hereunder and the Noteholder shall have the right to cause a subsequent sale or sales to be made hereunder. After each sale, the Trustee shall make to the purchaser or purchasers at such sale good and sufficient conveyances in the name of Grantor, conveying the property so sold to the purchaser or purchasers in fee simple with general warranty of title, and shall receive the proceeds of said sale or sales and apply the same as herein provided. Any and all statements of fact or other recitals made in any deed or deeds given by the Trustee or any successor or substitute appointed hereunder as to nonpayment of the indebtedness or as to the occurrence of any event of default, or as to the Noteholder having declared all of said indebtedness to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or as to the refusal, failure or inability to act of the Trustee or any substitute or successor trustee, or as to the appointment of any substitute or successor trustee, or as to any other act or thing having been duly done by the Noteholder or by such Trustee, substitute or successor, shall be taken as prima facie evidence of the truth of the facts so stated and recited and shall be accepted without question. The Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of the Trustee, his successor or substitute. If the Trustee or his successor or substitute shall have given notice of sale hereunder, any successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale.

6.5. This instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of a default may be foreclosed as to any of the Mortgaged Properties in any manner permitted by the laws of the State of Texas or of any other state in which any part of the Mortgaged Properties is situated, and any foreclosure suit may be brought by the Trustee or by the Noteholder. In the event a foreclosure hereunder shall be commenced by the Trustee, or his substitute or successor, the Noteholder may at any time before the sale of the Mortgaged Properties direct the said Trustee to abandon the sale, and may then institute suit for the collection of the Note and/or any oth[redacted]ecured indebtedness, and for the foreclosure of the lien of this Mortgage. It is agreed that if the Noteholder should institute a suit for the collection of the Note and the other secured indebtedness and for the foreclosure of the lien of this Mortgage, the Noteholder may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Mortgage.

6.6. Upon the occurrence of a default the Noteholder may exercise its rights of enforcement with respect to the Collateral under the Uniform Commercial Code in force in the State of Texas or in any other state in which any part of the Mortgaged Properties is situated and in conjunction with, in addition to or in substitution for those rights and remedies:

(a) the Noteholder may enter upon Grantor's premises to take possession of, assemble and collect the Collateral or to render it unusable;

(b) the Noteholder may require Grantor to assemble the Collateral and make it available at a place the Noteholder designates which is mutually convenient to allow the Noteholder to take possession or dispose of the Collateral;

(c) written notice mailed to Grantor as provided herein five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice;

(d) any sale made pursuant to the provisions of this section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Mortgaged Properties under power of sale as provided in Section 6.4 of this Mortgage;

(e) in the event of a foreclosure sale, whether made by the Trustee under the terms hereof, or under judgment of a court, the Collateral and the Mortgaged Properties may, at the option of the Noteholder, be sold as a whole;

(f) it shall not be necessary that the Noteholder take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this section is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale;

(g) prior to application of proceeds of disposition to the secured indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by the Noteholder; and

(h) the Noteholder may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Noteholder, including the sending of notices and conduct of the sale, but in the name and on behalf of the Noteholder.

6.7. In addition to all other remedies herein provided for, Grantor agrees that upon the occurrence of a default the Noteholder shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Mortgaged Properties and/or the Collateral, whether such receivership be incident to a proposed sale or sales of such property or otherwise, and without regard to the value of the Mortgaged Properties and/or the Collateral or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, and Grantor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by the Noteholder, and agrees that such appointment shall in no manner affect the rights of the Noteholder under Article III hereof. Nothing herein is to be construed to deprive the Noteholder of any other right, remedy or privilege it may now have under the law to have a receiver appointed.

6.8. The proceeds of any sale held by the Trustee, Noteholder or any receiver or public officer in foreclosure of the lien and/or security interest created herein shall be applied as follows:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit, and a reasonable fee to the Trustee acting under the provisions of Section 6.4 if foreclosed by power of sale as provided in said section not exceeding five percent (5%) of the gross proceeds of such sale;

SECOND, to the payment of the secured indebtedness in such order as the Noteholder may elect; and

THIRD, the remainder, if any there shall be, shall be paid to Grantor or to Grantor's representatives, successors or assigns, or to whosoever may be lawfully entitled to receive the same as a court of competent jurisdiction may direct.

6.9. The Noteholder shall have the right to become the purchaser at any sale of the Mortgaged Properties held by any Trustee or substitute or successor or by any receiver or public officer and/or at any sale of the Collateral held by the Noteholder or by any receiver or public officer, and any Noteholder purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured indebtedness owing to such Noteholder, or if such Noteholder holds less than all of such indebtedness the pro rata part thereof owing to such Noteholder, accounting to all other Noteholders not joining in such bid in cash for the portion of such bid or bids apportionable to such nonbidding Noteholder or Noteholders.

6.10. If default be made in the payment of any part of the secured indebtedness, the holder of said indebtedness or any part thereof on which the payment is delinquent shall have the option to proceed with foreclosure of the lien evidenced hereby in satisfaction of such item either through the courts or by directing the Trustee or his successor or substitute in trust to proceed as if under a full foreclosure, conducting the sale as herein provided, and to proceed with foreclosure of the security interest created hereby, all without declaring the entire secured indebtedness due, and provided that if sale of the Mortgaged Properties and/or the Collateral is made because of default in payment of a part of the secured indebtedness, such sale may be made subject to the unmatured part of the secured indebtedness; and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part this Mortgage shall remain in full force and effect just as though no sale had been made under the provisions of this section. And it is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured indebtedness, it being the purpose hereof to permit foreclosure and sale of the Mortgaged Properties and/or foreclosure and sale of the Collateral for any matured portion of the secured indebtedness without exhausting the power to foreclose and to sell the Mortgaged Properties and/or to foreclose and sell the Collateral for any other part of the secured indebtedness whether matured at the time or subsequently maturing.

6.11. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument now or hereafter evidencing or securing the secured indebtedness or any part thereof, and the Trustee and the Noteholder shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of said indebtedness and the enforcement of the covenants herein and the foreclosure of the lien evidenced hereby and/or the security interest evidenced hereby, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

6.12. The Noteholder may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to the Noteholder in its sole and uncontrolled discretion, and any action shall not in anywise be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this instrument.

6.13. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, Grantor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Properties or the Collateral, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of assets of Grantor, including the Mortgaged Properties and the Collateral, or to a sale in inverse order of alienation in the event of foreclosure of the lien hereby created and/or foreclosure of the security interest hereby created. Grantor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right of the Noteholder under the terms of this Mortgage to a sale of the Mortgaged Properties and/or a sale of the Collateral for the collection of the secured indebtedness without any prior or different resort for collection, or the right of the Noteholder under the terms of this Mortgage to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Properties and/or the proceeds of sale of the Collateral in preference to every other claimant whatever. If any law referred to in this section and now in force, of which Grantor or Grantor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Mortgaged Properties or the Collateral might take advantage despite this section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section.

6.14. In the event there is a foreclosure sale hereunder and at the time of such sale Grantor or Grantor's heirs, devisees, successors, representatives or assigns or any other persons claiming any interest in the Mortgaged Properties and/or the Collateral by, through or under Grantor, are occupying or using the Mortgaged Properties and/or the Collateral, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied and the proceeds received therefrom, such rental to be due daily to the purchaser. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain an action for forcible entry and detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated or in any other court having jurisdiction. The purchaser or purchasers at foreclosure shall have the right to affirm or disaffirm any lease of the Mortgaged Properties and/or the Collateral or any part thereof.

ARTICLE VII. Miscellaneous

7.1. This instrument is a deed of trust and mortgage of both real and personal property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures.

7.2 This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Mortgaged Properties and the Collateral and is to be filed for record in the Office of the County Clerk of each County where any part of the Mortgaged Properties and the Collateral (including said fixtures) is situated. This Mortgage shall also be effective as financing statement covering minerals or the like (including oil and gas) and accounts subject to Subsection (e) of Section 9.103 of the Texas Business and Commerce Code or subject to similar sections of the Uniform Commercial Code in force in any other states in which any part of the Mortgaged Properties is situated and is to be filed for record in the office of the County Clerk of each County where any part of the Mortgaged Properties is situated. The address of the Noteholder from which information concerning the security interest may be obtained is: 303 West Wall Street, Midland, TX 79701, Attention: Credit Inquiry Department; and the mailing address of Grantor is set forth below opposite the signature of Grantor to this Mortgage.

7.3 In addition to the rights granted in Article III hereof, the Noteholder may at any time notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness remitted by Grantor to the Noteholder as proceeds to pay the Noteholder directly.

7.4. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement.

[redacted] [redacted] [redacted]

[redacted] Noteholder may waive any default without [redacted] other prior or subsequent default. The Noteholder may remedy any default without waiving the default remedied. The failure by the Noteholder to exercise any right, power or remedy upon any default shall not be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by the Noteholder of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Noteholder and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Grantor in any case shall of itself entitle Grantor to any other or further notice or demand in similar or other circumstances.

7.6. In the event the ownership of the Mortgaged Properties and/or the Collateral or any part thereof becomes vested in a person other than Grantor, the Noteholder may, without notice to Grantor, deal with such successor or successors in interest with reference to this Mortgage and to the indebtedness secured hereby in the same manner as with Grantor, without in any way vitiating or discharging Grantor's liability hereunder or for the indebtedness secured hereby. No sale of the Mortgaged Properties and/or the Collateral, and no forbearance on the part of the Noteholder, and no extension of the time for the payment of the indebtedness secured hereby, given by the Noteholder, shall operate to release, discharge, modify, change or affect the original liability of Grantor or the liability of any guarantors or sureties of the Grantor, either in whole or in part.

7.7 The Note and all other secured indebtedness which may be owing hereunder at any time by Grantor shall be payable at the office of the Noteholder in Midland, Texas, or at such other place as the Noteholder may designate in writing.

7.8. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Properties and/or the Collateral, such proceeds have been advanced by the Noteholder at Grantor's request, and the Noteholder shall be subrogated to any and all rights, security interests and liens owned by any owner or holder (including Noteholder) of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such indebtedness by the Noteholder, Grantor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

7.9. If any part of the secured indebtedness cannot be lawfully secured by this Mortgage or if any part of the Mortgaged Properties and/or the Collateral cannot be lawfully subject to the lien hereof and/or the security interest created hereby to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is unsecured by this Mortgage.

7.10. Any provision contained herein or in the Note or in any other instrument evidencing or relating to any secured indebtedness to the contrary notwithstanding, neither the Bank nor any subsequent holder of the Note or of any other secured indebtedness shall be entitled to receive or collect, nor shall Grantor be obligated to pay, interest on any of the secured indebtedness in excess of the maximum rate of interest permitted by applicable law, and if any provision of the Note or of any other such instrument shall ever be construed or held to permit the collection or to require the payment of any amount of interest in excess of that permitted by applicable law, the provisions of this section shall control and shall override any contrary or inconsistent provision of the Note or other instrument. The intention of the parties being to conform strictly to the usury laws now in force, the Note and each other instrument evidencing or relating to any secured indebtedness shall be held subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

7.11. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor, and the heirs, devisees, representatives, successors and assigns of Grantor, and shall inure to the benefit of the Trustee and the Noteholder and their respective successors and assigns and shall constitute covenants running with the land described in Exhibit A.

7.12. The Trustee may resign by an instrument in writing addressed to the Noteholder, or the Trustee may be removed at any time with or without cause by an instrument in writing executed by the Noteholder. In case of the death, resignation, removal or disqualification of the Trustee, or if for any reason the Noteholder shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named Trustee or any substitute or successor trustee, then the Noteholder shall have the right and is hereby authorized and empowered to appoint a successor trustee, or a substitute trustee, without other formality than appointment and designation in writing executed by the Noteholder and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness secured hereby has been paid in full, or until the Mortgaged Properties are sold hereunder. In the event the secured indebtedness is owned by more than one person or entity, the holder or holders of not less than a majority in the amount of such indebtedness shall have the right and authority to make the appointment of a successor or substitute trustee as provided for in the preceding sentence. Such appointment and designation by the Noteholder, or by the holder or holders of not less than a majority of the indebtedness secured hereby, shall be full evidence of the right and authority to make the same and of all facts therein recited. If the Noteholder is a corporation or association and such appointment is executed in its behalf by an officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association. Upon the making of any such appointment and designation, all of the estate and title of the Trustee in the Mortgaged Properties shall vest in the named successor trustee and he shall thereupon succeed to all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee. All references herein to the Trustee shall be deemed to refer to the Trustee named above and/or any successor or substitute appointed and designated as herein provided from time to time acting hereunder.

7.13. The Trustee shall not be liable for any error of judgment or act done by the Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's negligence or wilful misconduct. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and the Trustee shall be under no liability for interest on any moneys received by him hereunder. Grantor hereby ratifies and confirms any and all acts which the herein named Trustee or his successor or successors or substitute or substitutes in this trust, shall do lawfully by virtue hereof.

7.14. Any notice, request, demand or other communication required or permitted hereunder or under the Note or under any other instrument now or hereafter evidencing or securing payment of the secured indebtedness (unless otherwise specifically provided therein) shall be given in writing by delivering same in person to the intended addressee, or by United States mail, postage prepaid, or by prepaid telegram (provided that such telegram is confirmed by mail in the manner previously described), sent to the intended addressee, in the case of Grantor, at the address shown on the signature page of this Mortgage or, in the case of the Noteholder, at the address shown in Section 7.2, or to such different address within the continental United States as the addressee shall have designated by written notice sent in accordance herewith and actually received by the other party at least ten days in advance of the date upon which such change of address shall be effective.

7.15. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

7.16. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. The term "Grantor" shall mean the grantors executing this Mortgage (if there be more than one) or any of them, unless the context clearly indicates otherwise, and the covenants, agreements and obligations of such grantors hereunder shall be joint and several.

7.17. Grantor will cause this Mortgage and all amendments and supplements hereto and substitutions herefor and all financing statements and continuation statements relating hereto and thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as the Trustee or the Noteholder shall reasonably request and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

7.18. This Mortgage is being executed in several counterparts, all of which are identical, except that, to facilitate recordation, in certain counterparts hereof only that portion of Exhibit A which contains specific descriptions of the Mortgaged Properties located in the recording jurisdiction in which the particular counterpart is to be recorded may be included, and other portions of Exhibit A may be included by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Mortgage containing the entire Exhibit A have been retained by Grantor and Noteholder.

7.19. The "*Effective Date*" of this instrument is 7:00 o'clock a.m. local time on the first day of September 6th, 19 87, at the location of the Mortgaged Properties, respectively.

218570

RECORDED Oct. 26 1987 9:45 A.M.
IN BOOK 48 mtg PAGE 536
FEES $ 22.00 Mary L. Landford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

541

by Grantor.

9-2-87

The address of the Grantor is:

200 West Illinois
Suite 200
Midland, Texas 79701

Bank and Noteholder:

First RepublicBank Midland, N.A., Formerly Known as RepublicBank First National Midland.
303 W. Wall
Midland, Texas 79701

X Caroline W. Hundley

By Caroline W. Hundley

Title: Vice President

Grantor

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF Texas }
COUNTY OF Midland }

BEFORE ME, the undersigned authority, on this day personally appeared James M. Blakemore

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of September, 19 87.

Kathey Follett

Notary Public in and for Midland
County, Midland, Texas

Kathey Follett, Notary Public
In and For the State of Texas
My commission expires 10-23-88

My Commission expires _____

~~CORPORATE~~ ACKNOWLEDGMENT

THE STATE OF Texas }
COUNTY OF Midland }

BEFORE ME, the undersigned authority, on this day personally appeared Caroline W. Hundley,
Vice President of First RepublicBank Midland, N.A., a national banking association, ~~a corporation~~,
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said ~~corporation~~ association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of September, 19 87.

Kathey Follett

Notary Public in and for Midland
County, Midland, Texas

Kathey Follett, Notary Public
In and For the State of Texas
My commission expires 10-23-88

My Commission expires _____

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF }
COUNTY OF }

BEFORE ME, the undersigned authority, on this day personally appeared _____

_____

partner, on behalf of _____
a partnership known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 19_____.

_____

Notary Public in and for _____
County, _____

My Commission expires _____

CORPORATE ACKNOWLEDGMENT

THE STATE OF }
COUNTY OF }

BEFORE ME, the undersigned authority, on this day personally appeared _____,

_____ of _____, a corporation,
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 19_____.

[redacted] [redacted] Notary Public in and for [redacted]

My Commission expires _____

County, _____

7.20 This Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement (hereinafter called the "Mortgage") is made to secure and enforce the payment of the following notes, obligations, indebtedness and liabilities: (a) one certain promissory note dated June 15, 1987 in the principal amount of Forty-One Thousand, Eight Hundred and Fifty and 39/100 Dollars ($ 41,850.39) and one certain promissory note dated June 15, 1987 herewith in the principal amount of Forty-Nine Thousand Five Hundred and no/100 Dollars ($ 49,500.00) made by Grantor and payable to the order of FIRST REPUBLICBANK MIDLAND, N.A., a national banking association with offices in Midland, Texas, formerly known as RepublicBank First National Midland, (hereinafter called the "Bank"), with interest at the rates therein provided, both principal and interest being payable as therein provided and in all amounts remaining unpaid thereon being finally due and payable on November 15, 1987, and containing a provision for the payment of a reasonable additional amount as attorney fees, and all other notes given in substitution therefore or in renewal and extension thereof, in whole or in part, such note and all other notes given in substitution, renewal and extension thereof, in whole or in part, being hereinafter called the "NOTE", and the Bank and all subsequent holders of the Note or any part thereof or any interest therein or any of the "secured indebtedness" (as hereinafter defined) being hereinafter called the "NOTEHOLDER"; (b) all indebtedness now or hereafter incurred or arising pursuant to or permitted by the provisions of the Note, this Mortgage or any other instrument now or hereafter evidencing or securing the "secured indebtedness" (as hereinafter defined) or any part thereof; and (c) all other loans and future advances made by the Noteholder to Grantor and all other debts, obligations and liabilities of every kind and character now or hereafter owing by Grantor to the Noteholder, whether direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to the Noteholder or to a third party and subsequently acquired by the Noteholder.

7.21 With respect to that portion of the Mortgaged Properties situated in the State of New Mexico, Grantor agrees that the redemption period will be shortened to one (1) month pursuant to Section 39-5-19, New Mexico Statutes. Notwithstanding anything herein to the contrary, this instrument shall be deemed to have deleted therefrom the provisions for non-judicial foreclosure as to properties situated in the State of New Mexico.

7.22 This Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement is executed in renewal, extension and rearrangment, but not in extinguishment, and in order to supplement that certain Mortgage from Grantor to Bank dated September 13, 1985, recorded under File Clerks No. K242130 (Film Code No. 028-71-1113) Real Property Records of Harris County, Texas ("Prior Deed of Trust"). The Notes hereby secured are given in renewal, extension and rearrangement of the balance left owing and unpaid upon that one certain promissory note in the original principal sum of $59,000.00 dated September 15, 1985 executed by Grantor and payable to the order of RepublicBank First National Midland (now known as First RepublicBank Midland, N.A.) and that one certain promissory note in the original principal sum of $55,000.00 dated December 30, 1983 executed by Grantor and payable to the order of RepublicBank Midland formerly known as RepublicBank First National Midland now known as First RepublicBank Midland, N.A.

7.23 To the extent not prohibited by applicable law, Grantor agrees and acknowledges that in the event any of the Mortgaged Properties is to be sold by the trustee at public auction after default, and such properties are located in more than one county, then the public sale may be made in any one county in which the Mortgaged Properties is located, whether or not the counties are contiguous. The notice of Sale shall state which county the sale will be conducted in.

7.24 The warranties, covenants, and agreements contained in the Prior Deeds of Trust are hereby reaffirmed by Grantor, and (together with the remedies contained therein) are in full force and effect as of the date hereof, and shall apply to this Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement.

7.25 This Mortgage covers all of Grantor's right, title, and interest in and to each of the herein described properties (whether now owned or hereafter acquired), as well as all amendments to and extensions of any described leases and Grantor represents and warrants its interests, including, as of the date hereof, the interest enumerated on Exhibit "A".

7.26 The properties described in Exhibit "A" are mortgaged subject to valid and presently subsisting easements and rights-of-way, either of record or on the ground, and to valid and effective operating agreements and other agreements affecting the properties.

7.27 This Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, and the other documents contemplated hereby, contain the entire agreement and understandings of the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any oral representation, express or implied. All prior agreements between the parties hereto are merged in this Deed of Trust Mortgage, Assignment, Security Agreement and Financing Statement, and the other documents contemplated hereby, and the rights and liabilities of the parties shall be determined with reference to this Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement, and the other documents contemplated hereby.

7.28 A portion of the indebtedness secured hereby is in renewal, extension but expressly not in extinguishment of the monies secured by liens and interest secured by the Prior Deeds of Trust.

7.29 It is stipulated, covenanted and agreed that the lien created by this instrument on certain oil and gas interests in Harris County, Texas known as the Friendswood Royalty shall be and remain secondary and inferior to the liens securing the payment of that one certain promissory note in the original principal sum of Two Hundred Sixty-Eight Thousand, Seven Hundred Twenty-Four and no/100 Dollars ($268,724.00) dated January 31, 1987 executed by Grantor and payable to the order of MBank Houston which was given in renewal, extension, and rearrangement of that one certain promissory note in the original principal sum of Three Hundred Forty-Eight Thousand Three Hundred Twenty-Six and no/100 Dollars ($348,326.00) dated January 31, 1986 executed by Grantor and payable to the order of MBank Houston which was given in renewal, extension and rearrangement of that one certain promissory note in the original principal sum of Five Hundred and Fifty Thousand and No/100 Dollars ($550,000.00) dated March 16, 1984,executed by Grantor and payable to order of Capital Bank, National Association (now known as MBank Houston), such liens being set forth in a Deed of Trust, Mortgage, Security Agreement and Assignment dated October 29, 1982, executed by Grantor in favor of The First National Bank of Midland, Midland, Texas, and recorded in the official Real Property Records of Harris County, Texas, under Clerk's File No. H715318 (Film Code No. 031-92-1651) and assigned by The First National Bank of Midland, Midland, Texas, to Capital Bank, National Association by Assignment of Lien dated June 17, 1983, recorded in the official Real Property Records of Harris County, Texas, under Clerk's File No. J046097 (Film Code No. 052-97-2283), said Deed of Trust, Mortgage, Security Agreement and Assignment having been supplemented, amended and extended by Supplemental Deed of Trust, Mortgage, Security Agreement and Assignment dated September 13, 1983, and recorded in the official Real Property Records of Harris County, Texas, under Clerk's File No. J156154 (Film Code No. 059-97-0928 through 059-97-0932), said Supplemental Deed of Trust, Mortgage, Security Agreement and Assignment having been supplemented, amended, and extended by a Supplemental Deed of Trust, Mortgage, Security Agreement, and Assignment dated January 31, 1986, and recorded in the official Real Property Records of Harris County, Texas under Clerk's File No. K-452395, Volume 041-69 Pages 2352-2356.

It is expressly stipulated that should default be made in the payment of the indebtedness owed by James M. Blakemore to MBank Houston, or any part thereof, principal or interest, as the same shall become due and payable, or in any of the covenants of the Deed of Trust, Mortgage, Security Agreement and Assignment (as supplemented) securing the same, the indebtedness secured hereby, at the option of the Noteholder hereof, shall at once become due and payable.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Additional Encumbrances of those certain oil and gas interests in Harris County, Texas shall also include a $120,000.00 Note dated September 13, 1985, payable to the Virginia Blakemore Estate Trust, which Note is secured by a Deed of Trust recorded in the official Records of the County Clerk of Harris County, Texas, said Deed of Trust lien created thereby being inferior and subordinate to the Deed of Trust lien created hereunder.

EXHIBIT "A"

TO Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement between James M. Blakemore, as Grantor, and Sam W. Baker, Trustee for the benefit of First RepublicBank Midland, N.A. formerly known as RepublicBank First National Midland.

All of Grantor's oil, gas and mineral interests in all of the leases and/or lands described below, including but not limited to, all oil and/or gas leasehold, royalty and overriding royalty interests therein, together with all of Grantor's interest in all leases, lands and interests with which any of said interests may now or hereafter be pooled, unitized or communitized.

This exhibit shall include all of Grantor's interest in the leases described below as reflected of record in the United States of America Federal Oil and Gas Lease Records and/or all leases of every type or kind recorded in any Federal or State Lease Records, whether or not all lands covered by said leases are specifically described and whether or not all of Grantor's interest in said leases are specifically described.

The net revenue interests set forth below are the net revenue interests in production of oil and/or gas hereby represented and warranted to be owned by Grantor in the properties described below but this exhibit shall be deemed to cover any additional interests of Grantor that are in excess of the net revenue interests indicated below and such designation shall not be deemed a limitation on the interests covered hereby. The lease names and/or well set forth below are for information purposes only and such designations shall not be deemed a limitation on the properties covered hereby. All recording references are to the real estate records of the respective counties where the properties described below are located.

WYOMING

Sublette County, Wyoming

United States of America Federal Oil and Gas Lease Number W-72858 dated October 1, 1981, expiring October 1, 1991 covering N 1/2 NW 1/4 Section 15, Township 31 North, Range 113W, 6th Prin. Mer containing 80.00 gross acres more or less.

United States of America Federal Oil and Gas Lease Number W-72846 dated October 1, 1981, expiring October 1, 1991 covering NW 1/4, SW 1/4 Section 15, Township 28 North, Range 111 W, 6th Prin. Mer. containing 40.00 gross acres more or less.

United States of America Federal Oil and Gas Lease Number W-85894 dated March 1, 1984, expiring March 1, 1994 covering All of Section 9, Township 34 North, Range 114 West, Sublette containing 640.00 gross acres more or less.

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GERALD R. MASON and EMMA LOUISE MASON, husband and wife,

P.O. Box 785, Pinedale

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

Twenty-Five Thousand and NO/100 ($25,000.00) Dollars, due 11/5/2002

with interest from 10/24/87 at the rate of twelve (12%) per cent per annum, payable monthly ~~annually~~

evidenced by One (1) promissory note, of even date herewith, payable in 180 equal monthly payments of $300.05 each, which include interest at the rate of 12% per annum; first said payment due 12/5/87 and on the 5th day of each month thereafter until paid in full, do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P.O. Box 519

Pinedale, WY 82941

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

All of Lot Thirty-One (31) of the Cooley Third Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears 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, EXCEPT the following described portion:

Beginning at a point on the boundary between Lot 31 and Lot 30, said point of beginning bears N.55°05'00"E., a distance of 11.76 feet from the northwest corner of said Lot 31, said northwest corner being a steel "T" post stamped R. L. S. 164;

thence from said point of beginning and leaving the boundary between Lot 31 and Lot 30 S.34°00'00"E., 15.07 feet to a point,

thence N.56°00'00"E., 41.00 feet to a point,

thence N.34°00'00"W., 15.72 feet to a point on the boundary between Lot 31 and Lot 30,

thence along the boundary between Lot 31 and lot 30 S.55°05'00"W., a distance of 41.00 feet more or less to the Point of Beginning.

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

RECORDED October 26 1987 4:15 PM
IN BOOK 48 mtg. PAGE 546
FEES $6.00 Mary J. Hook COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
218588

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

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

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

Dated this 24 day of Oct. A. D. 1987.

In the presence of

Gerald R. Mason
GERALD R. MASON

Emma Lou Mason
EMMA LOUISE MASON

546 Released Book 15, Page 543.

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by GERALD R. MASON, EMMA LOUISE MASON, ,
this 23rd day of October, 1987.

Witness my hand and official seal.

GWENDOLYN M. STACH NOTARY PUBLIC STATE OF WYOMING

Gwendolyn M Stach
Signature
NOTARY PUBLIC
Title of Officer

My Commission Expires: 9/21/91

MORTGAGE DEED

FROM

TO

THE STATE OF WYOMING
County of } ss.

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

By Deputy Clerk

No. Fees, $

County Clerk and Ex-Officio Register of Deeds.

218597

RECORDED October 28 1987 9:00AM
IN BOOK 48 mtg. PAGE 548
FEES $10.00 Mary L. Lankford 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 OCTOBER 13, 19 87. The mortgagor is RICHARD F. TANNER AND LINDA C. TANNER, AS JOINT TENANTS ("Borrower"). This Security Instrument is given to FIRST WYOMING BANK - BIG PINEY, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 440 BUDD AVENUE, BIG PINEY, WY 83113 ("Lender"). Borrower owes Lender the principal sum of SIXTY THREE THOUSAND AND NO/100 ********** Dollars (U.S. $ 63,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 15, 1990. 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 PARCEL OF LAND, BEING PART OF LOT 2 (SW1/4NW1/4) OF SECTION 31, T.30N., R.111W., 6TH P.M., SUBLETTE COUNTY,WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SECTION 31 AND RUNNING THENCE N.86°10'E., 1437 FEET 8 INCHES TO A POINT; THENCE, N.82°45'W., 227 FEET 4 INCHES TO A POINT, WHICH POINT IS THE POINT OF BEGINNING OF THE DESCRIPTION OF THIS TRACT OF LAND; THENCE, N.01°02'E., 150.00 FEET; THENCE, N.82°45'W., 100.48 FEET; THENCE, S.01°02'W., 150 FEET; THENCE, S.82°45'E., 100.48 FEET TO THE POINT 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.

which has the address of PINEY DRIVE (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.

548 Released Bk. 14 Rel. e pg. 404

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 a 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 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 convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X Richard F. Tanner (Seal)
RICHARD F. TANNER --Borrower

Linda C. Tanner (Seal)
LINDA C. TANNER — Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this October 13, 1987 (date) by

RICHARD F. TANNER AND LINDA C. TANNER (person acknowledging)

My Commission expires:
January 10, 1991

Kathleen A. King
Notary Public

Kathleen A. King - Notary Public
County of Sublette — State of Wyoming
My Commission Expires Jan. 10, 1991

[redacted] [redacted] [redacted]

MORTGAGE DEED—FORM NO. 4-A THE MILLS COMPANY, SHERIDAN 154129

MORTGAGE

THIS MORTGAGE, made this 23rd **day of** October, **19** 87, **between**
William W. Bloom and Louise M. Bloom, husband and wife,
of Sublette **County, Wyoming, hereinafter referred to as the "Mortgagor," and**
The Rock Springs National Bank, A UnitedStates banking corporation, doing business at 333 Broadway, P.O. Box 880, Rock Springs
of Sweetwater **County, Wyoming, hereinafter referred to as the "Mortgagee."**

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

($ 30,000.00) **Dollars, lawful money of the United States, paid to the Mortgagee by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in** Sublette **County, Wyoming:**

Lot 13, Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming

218612

RECORDED Oct. 29 1987 11:01 AM
IN BOOK 48 mtg PAGE 552
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

552

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 Thousand and no/100---------- ($ 30,000.00) Dollars, together with interest thereon at the rate of Eleven*---------- per cent (11.00 %) per annum from October 23, , 19 87, until paid, according to the conditions of one promissory note, dated October 23, 19 87, the ultimate maturity date of which is October 23, 1989, which promissory note was executed and delivered by William W. Bloom and Louise M. Bloom, husband and wife, payable in two annual payments, the first interest on of $3,309.04 due on October 23, 1988 and the second, principal and interest, of $33,300.00 due at maturity of October 23, 1989. *Annual percentage rate 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. 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 Thirty Thousand and no/100---------- ($30,000.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

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

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

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

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

[redacted] [redacted] [redacted]

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

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

Wm W Bloom
William W. Bloom

Louise M Bloom
Louise M. Bloom

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 23rd day of October, 1987, before me personally appeared William W. Bloom and Louise M. Bloom, 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 10, 1990

JUDY HARPER NOTARY PUBLIC

Judy Harper

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: .

555 Released: Book 116 pg 303

THE TITLE GUARANTY COMPANY OF WYOMING, INC.
FORM 4½ C

This Instrument Filed for Record on the
..... day of....., 19..... at .....o'clock .....M.
and Recorded in Book..... of.....
Page.....
NO..... County Clerk

MORTGAGE DEED

DOUGLAS J. VICKREY and LYNDA VICKREY, husband and wife
100 Badger Ridge Rd., Pinedale, Wyoming 82941

mortgagors, of Sublette County, State of Wyoming, to secure the payment of ONE HUNDRED FIVE THOUSAND ($105,000.00) AND 00/100---------- Dollars, due October 1, 1997 with interest thereon at the rate of 9.5 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable interest only quarterly beginning January 1, 1988; 9 payments of $10,500.00, plus interest, beginning October 1, 1988 and annually thereafter. Entire balance due on or before October 1, 1997 in accordance with the provisions of that certain promissory note, dated September 28, 1987, hereby mortgage and warrant to mortgagee, The Colorado National Bank of Denver
P.O. Box 5168, Denver, Colorado 80217
of Denver County, State of Colorado the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

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 N/A ($.....) 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 ~~20th~~ 6th DU LW day of ~~September~~ DU LW October, 1987

X Douglas J. Vickrey Douglas J. Vickrey
Douglas J. Vickrey

X Lynda Vickrey Lynda Vickrey
Lynda Vickrey

Attest Seal:

STATE OF X WYOMING }
COUNTY OF X SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Douglas J. Vickrey and Lynda Vickrey

this X 6th day of X OCTOBER, 19 87

Witness my hand and official seal.

Edwin R. Adams
County of [redacted]
My Commission Expires JULY 28, 1988

X [redacted]
NOTARY PUBLIC
[redacted] Officer

Notary Public
State of [redacted]

[redacted] [redacted] "A" OCTOBER 6 DJV [redacted]

Attached to and made a part of Mortgage Deed dated ~~September 28,~~ 1987 between Douglas J. Vickrey and Lynda Vickrey, husband and wife as Mortgagors and The Colorado National Bank of Denver as Mortgagee.

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

TOWNSHIP 35 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 28 : SW¼ EXCEPTING therefrom the East 30 feet of the E½SW¼;
Section 29 : SE¼, E½SW¼ EXCEPTING from said Section 29 that part of the S½ reserved by James T. McLoughlin and Alice P. McLoughlin, husband and wife, in Warranty Deed recorded July 2, 1973 in Book 16 of Deeds, page 390, described as follows: Beginning at a point on the north line of the S½ of said Section 29, S.89°45'43"W., 2,056.39 feet from the east ¼ corner of Section 29; thence, continuing S.89°45'43"W., a distance of 1432.52 feet to a point; thence, S.89°57'44"W., a distance of 119.84 feet; thence, S.03°12'24"E., a distance of 113.12 feet; thence, S.13°46'44"E., a distance of 199.87 feet to a point; thence, S.28°29'27"E., a distance of 340.25 feet; thence, S.41°07'36"E., a distance of 448.51 feet; thence, S.71°34'01"E., a distance of 1,074.74 feet to a point; thence, N.00°55'15"E., a distance of 1,290.02 feet to the point of beginning;
Section 32 : NE¼, NW¼SE¼;
Section 33 : NW¼, E½SW¼ EXCEPTING therefrom said Section 33 the East 30 feet of the E½W½ conveyed to Lester Pape and Son Ranches, Inc. in Warranty Deed recorded January 21, 1964 in Book 12 of Deeds, page 173.

TOGETHER WITH all wells and well rights, ditches and ditch rights, reservoir and reservoir rights appurtenant to said property now owned by the Mortgagors.
TOGETHER WITH all minerals and mineral rights appurtenant to said property now owned by the Mortgagors.

218336

RECORDED OCT. 6 19 87 2:10 P M
IN BOOK 48 mtg PAGE 484
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mimi Riley

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss.

The foregoing instrument was acknowledged before me by Douglas J. Vickrey and Linda Vickrey, this 27th day of October, 1987. 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

This Mortgage correctively recorded to correct the date of the Mortgage set out on Exhibit "A" of Mortgage recorded October 6, 1987 in Book 48 of Mortgages, page 484.

218618

RECORDED OCT 29 19 87 3:00 P M
IN BOOK 48 mtg PAGE 555
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

556

557 P/L Rec. Bk 14 Rec. @ Pg 446
" " " 14 " " Pg. 490
Rel Rec Bk 15 Page 16

WHEN RECORDED MAIL TO:

First Security Bank of Rock Springs
1400 Dewar Drive
P.O. Box 1319
Rock Springs, Wyoming 82902

SEND TAX NOTICES TO:

218621

RECORDED Oct. 30 1987 10:00 A.M.
IN BOOK 48 mtg PAGE 557
FEES $10.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mane Riley

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY.

MORTGAGE

THIS MORTGAGE IS DATED 10-29-1987, BETWEEN William Robert Tanner and Helen R. Tanner, William Robert Tanner and Helen Tanner, aka Helen R. Tanner, Husband and Wife, ("GRANTOR"), whose address is P. O. Box 4220, Marbleton, WY, Wyoming 83113; and First Security Bank of Rock Springs ("LENDER"), whose address is 1400 Dewar Drive, P.O. Box 1319, Rock Springs, Wyoming 82902.

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, royalties, appurtenances, all rights relating to the real property (including minerals, oil, gas, water, and the like), and all ditch rights (including stock in utilities with ditch or irrigation rights) located in Sublette County, State of Wyoming (the "Real Property") and legally described as:

The North 15 feet of Lot 6, all Lots 7 and 8, the South 15 feet of Lot 9, Block 1; Lots 1, 2, 3 and 4, Block 8; Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 20 and Lots 1, 2, 7, 8 and 9, Block 24 ALL IN THE MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

The Real Property or its address is commonly known as Lots in the Marbleton Townsite, Marbleton, WY 83113.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to the Rents from the Real Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property described below.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means William Robert Tanner and Helen R. Tanner. The words "Borrower" and "Grantor" are used interchangeably in this Mortgage.

Grantor. The word "Grantor" means William Robert Tanner and Helen R. Tanner. The words "Grantor" and "Borrower" are used interchangeably in this Mortgage. The Grantor is the mortgagor under this Mortgage.

Improvements. The word "Improvements" means without limitation all existing and future buildings, structures, facilities, additions and similar construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means First Security Bank of Rock Springs. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means that certain note or credit agreement dated 10-29-1987 in the original principal amount of $242,700.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of and substitutions for the note or agreement. The currently scheduled final payment of principal and interest on the Note will be due on or before 11-01-2007.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or subsequently attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for any of such property, and together with all proceeds (including insurance proceeds and refunds of premiums) from any sale or other disposition of such property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include any promissory notes, loan agreements, guaranties, security agreements, and all other documents executed in connection with this Mortgage or the Indebtedness, whether now or hereafter existing.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Real Property and the Personal Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE PAYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE AND THIS MORTGAGE AND IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that its possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), applicable state laws, or regulations adopted pursuant to either of the foregoing. Grantor agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of the Mortgage. This obligation to indemnify shall survive the payment of the Indebtedness and satisfaction of this Mortgage.

Nuisance, Waste. Grantor shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on or to the Property or any portion thereof, including without limitation removal, or alienation by Grantor of the right to remove, any timber, minerals (including oil and gas), or soil, or gravel or rock products.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. Lender shall consent if Grantor makes arrangements satisfactory to Lender to replace any Improvements which Grantor proposes to remove with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regul[redacted]ithhold compliance during a[redacted]g, including appropriate appeals, so l[redacted] has notified Lender in writing prior to d[redacted]ender's interests [redacted]t jeopardized. Lender may require [redacted] adequate security or surety b[redacted]d (rea[redacted] to Lender) t[redacted]

Duty to Protect. Grantor shall do all other acts, in addition to those acts set forth above in this section, that from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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, or any interest therein, without the Lender's prior written consent. A "sale or transfer" means the conveyance of real property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; by outright sale; deed; installment sale contract; land contract; contract for deed; leasehold interest with a term greater than three years; lease-option contract; sale, assignment or transfer of any beneficial interest in or to any land trust holding title to the Real Property; or any other method of conveyance of real property interest. If any Grantor is a corporation, transfer also includes any change in ownership of more than 25% of the voting stock of Grantor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Wyoming law.

TAXES AND LIENS.

Payment. Grantor shall pay when due before they become delinquent all taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or deposit with Lender, cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs, attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least 15 days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanics, materialmens, or other construction lien could be asserted on account of the work, services, or materials and the cost exceeds $500.00. Grantor will on request furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Tax Reserves. Subject to any limitations set by applicable law, Lender may require Grantor 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, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit from Grantorand shall constitute a noninterest-bearing debt from Lender to Grantor, which Lender may satisfy by payment of the taxes and assessments required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the taxes and assessments required to be paid by Grantor.

PROPERTY DAMAGE INSURANCE.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor 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.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within 15 days of the casualty. Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used to pay any amounts owing to Lender under this Mortgage, then to prepay accrued interest, and then principal of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Insurance Reserves. Subject to any limitations set by applicable law, Lender may require Grantor 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, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit from Grantor and shall constitute a noninterest-bearing debt from Lender to Grantor, which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums to be paid by Grantor.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage or if any action or proceeding is commenced that would affect Lender's interests in the Property, Lender may, at its option, on Grantor's behalf take the required action and any amount that it expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure until paid at the Note rate. The rights provided for in this section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. By taking the required action, Lender shall not cure the default so as to bar it from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE.

Title. Grantor warrants that it holds marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in any policy of title insurance issued in favor of, and accepted by, Lender in connection with this Mortgage.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at its expense. Grantor may be the nominal party in such proceeding but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

Compliance With Laws. Grantor warrants that its use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor, or Lender in connection with the condemnation.

Proceedings. If any proceedings in condemnation are filed, Grantor shall promptly notify Lender in writing and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAX BY STATE.

State Taxes Covered. The following shall constitute state taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on any Grantor which the taxpayer is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by any Grantor.

Remedies. If any state tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as a default, and Lender may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met: (a) Grantor may lawfully pay the tax or charge imposed by the state tax; and (b) Grantor pays or offers to pay the tax or charge within 30 days after notice from Lender that the tax law has been enacted.

559

SECURITY AGREEMENT; FINANCING STATEMENTS.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Wyoming Uniform Commercial Code.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Grantor hereby appoints Lender as Grantor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file copies or reproductions of this Mortgage as a financing statement. Grantor will reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property and make it available to Lender within three days after receipt of written demand from Lender.

Addresses. The mailing address of Grantor (debtor) and the mailing address of Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Wyoming Uniform Commercial Code) are as stated on the first page of this Mortgage.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Mortgage and the Note, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. The following shall constitute events of default:

Default on Indebtedness. Borrower fails to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or for any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding 12 months, it may be cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such failure: (a) cures the failure within 15 days; or (b) if the cure requires more than 15 days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Wyoming law, the death of Grantor (if Grantor is an individual) also shall constitute an event of default under this Mortgage.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property, however this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Leasehold Default. If the interest of Grantor in the Property is a leasehold interest, any default by Grantor under the terms of the lease, or any other event (whether or not the fault of Grantor) that results in the termination of Grantor's leasehold rights.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantors. Any of the preceding events occur with respect to any guarantor of any of the Indebtedness or such guarantor dies or becomes incompetent, unless the obligations arising under the guaranty and related agreements have been unconditionally assumed by the guarantor's estate in a manner satisfactory to Lender.

Insecurity. If Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. 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 rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Wyoming Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, 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 of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney in fact to endorse instruments received in payment thereof in the name of Grantor 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 obligations 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 in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. Lender may foreclose Grantor's interest in all or any part of the Property by nonjudicial sale, and specifically by "power of sale" or "advertisement and sale" foreclosure as provided by statute.

Deficiency Judgment. 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.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall pay while in possession a reasonable rental for use of the Property.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or by law.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least 10 days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a 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 Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expens[redacted] by Lender that in Lender's opinion are nece[redacted]ne for the protection of its interest or th[redacted]t of its rights shall becom[redacted] Indebtedness payable on demand and [redacted]om the date of expenditure until rep[redacted]ate rate. Expens[redacted]

covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorney fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any Notice of Default and any Notice of Sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective on the third day after being deposited as registered or certified mail, postage prepaid, directed to the addresses shown at the top of page 1. Any party may change its address for notices by written notice to the other parties. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the top of the first page of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

ADDITIONAL PROVISIONS. INDEBTEDNESS SECURED HEREIN IS DUE AND PAYABLE ON DEMAND.

MISCELLANEOUS PROVISIONS. The following provision are a part of this Mortgage:

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Applicable Law. This Mortgage has been delivered to Lender in the State of Wyoming. Except as set forth hereinafter, this Mortgage shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming, except and only to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property, which matters shall be governed by the laws of the State of Wyoming. However, in the event that the enforceability or validity of any provision of this Mortgage is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Mortgage (which secures the Note) has been applied for, considered, approved and made in the State of Wyoming.

Time of Essence. Time is of the essence of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Wyoming as to all Indebtedness secured by this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Amendment. No alteration or amendment of this Mortgage or the Note shall be effective unless in writing and signed by the parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Severability. The unenforceability or invalidity of any provision or provisions of this Mortgage as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions of this Mortgage, in all other respects, shall remain valid and enforceable.

Multiple Parties. If Grantor (including any and all Borrowers executing this Mortgage) consists of more than one person or entity, all obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor.

EACH GRANTOR ACKNOWLEDGES IT HAS READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND EACH GRANTOR AGREES TO ITS TERMS.

X William Robert Tanner
William Robert Tanner

X Helen R. Tanner
Helen R. Tanner
aka Helen Tanner

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF SWEETWATER)

On this day before me, the undersigned Notary Public, personally appeared **William Robert Tanner** and **Helen R. Tanner,** to me known to be the individuals described in and who executed the Mortgage and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

aka Helen Tanne

Given under my hand and official seal this 29 **day of** October **, 19** 87 **.**

By [signature] **Residing at** Rock Springs

Notary Public in and for the State of Wyoming **My commission expires** August 8, 1991

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(Wyoming)

MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT

THIS INDENTURE, made and executed by: WOLVERINE EXPLORATION COMPANY (herein called "Mortgagor"), a Delaware corporation, whose offices are located at 400 First City Bank Tower, 201 Main Street, Fort Worth, Texas 76102,

in favor of:

FIRST REPUBLICBANK DALLAS, a national banking association, whose address is Pacific and Ervay Streets, Dallas, Texas 75201 (herein called "Mortgagee"),

W I T N E S S E T H T H A T:

For the sum of Ten Dollars ($10.00) and other good and valuable consideration paid to it, the receipt and sufficiency of which are hereby acknowledged, and to secure the indebtedness hereinafter described, Mortgagor has GRANTED, BARGAINED, SOLD, CONVEYED and MORTGAGED, and by these presents does GRANT, BARGAIN, SELL, CONVEY and MORTGAGE unto Mortgagee, its successors and assigns, the properties and interests in the State of Wyoming described in the Schedule of Properties attached as Exhibit "A" hereto, which properties and interests so described in such exhibit are herein referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property, together with the rights, privileges and appurtenances now or hereafter at any time before the release hereof in anywise belonging or appertaining thereto, unto the said Mortgagee, and to its successors and assigns, forever.

This conveyance is intended as a mortgage, however, against the above described property, and the same is executed and delivered to secure and enforce the payment by Mortgagor of all amounts provided to be paid by the terms of the hereinafter described promissory note and loan agreement, as well as for other purposes, as hereinafter set forth.

218645

RECORDED Nov. 2 1987 10:15 A.M.
IN BOOK 48 mtg PAGE 561
FEES $ 56.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary

ARTICLE I

WARRANTY

Mortgagor hereby agrees to warrant and defend, all and singular, the Mortgaged Property unto Mortgagee, its successors and assigns, forever, against any person whomsoever lawfully claiming or to claim the same or any part thereof; and Mortgagor hereby covenants with Mortgagee, its successors and assigns, that the leases, easements, agreements, permits and contracts described in Exhibit "A" are valid and subsisting insofar as they cover the tracts of land therein described; that Mortgagor has good right, title and authority to mortgage the Mortgaged Property, and that the Mortgaged Property is free and clear of all liens and encumbrances; that all rentals and royalties due and payable under said leases, easements, agreements, permits and contracts and each of them, have been duly paid. It is understood and agreed that the covenants and conditions of this Article shall at all times be construed to be covenants for the benefit of Mortgagee and that such covenants shall remain in full force and effect, notwithstanding the assignment thereof, or the payment of all indebtedness secured by this instrument, and the release, either partially or wholly, of the lien hereof, or any foreclosure thereof.

ARTICLE II

INDEBTEDNESS SECURED

This Mortgage is given to secure the payment, equally and ratably, of:

(i) the payment by Mortgagor and Canadian Wolverine, Ltd. of all indebtedness of Mortgagor and Canadian Wolverine, Ltd. arising pursuant to the provisions of that certain Loan Agreement dated September 2, 1987, between Mortgagor, Canadian Wolverine, Ltd., and Mortgagee, and the performance by Mortgagor and Canadian Wolverine, Ltd. of all of the covenants and agreements therein contained;

(ii) that certain promissory note dated September 2, 1987, payable in installments by Mortgagor and Canadian Wolverine, Ltd. to Mortgagee, in the principal sum of $20,000,000;

(iii) any sum which may hereafter be advanced by Mortgagee under the terms hereof or of the above-described instruments on account of the failure of Mortgagor or Canadian Wolverine, Ltd. to comply with the covenants hereof or of such instrument, as therein or herein provided;

(iv) any additional loans or advances made by Mortgagee to Mortgagor or Canadian Wolverine, Ltd.;

(v) any renewal, extension or modification of any of such indebtedness; and

(vi) any and all other indebtedness of Mortgagor and Canadian Wolverine, Ltd. to Mortgagee now or hereafter owing, whether direct or indirect, primary or secondary, fixed or contingent, joint or several, and regardless of how arising,

The term "indebtedness", as herein used, shall, unless otherwise indicated, mean and include all indebtedness described and mentioned in subparagraphs (i) through (vi) above, inclusive.

Following the execution and delivery of this instrument, the rights of any other entity which may acquire any rights, title, lien or interest in and to the Mortgaged Property, or any part thereof, shall be subordinate and inferior to the rights of Mortgagee, its successors and assigns, securing each, every and all of the indebtedness hereinbefore referred to, including not only the note evidencing the present advance made by Mortgagee to Mortgagor, but also all future advances and other liabilities of Mortgagor to Mortgagee; and Mortgagee shall be fully authorized to extend further credit to Mortgagor upon the prior security of this instrument, without the consent of any other entity which may possess or acquire such subordinate rights last mentioned.

ARTICLE III

SPECIAL COVENANTS

Mortgagor covenants and agrees specifically as follows:

(1) Mortgagor will keep in full force and effect every lease, agreement, right of way, easement, permit and contract at

any time constituting part of the Mortgaged Property and will perform all covenants and conditions imposed upon the original lessee or grantee therein, or his or its assigns, or upon Mortgagor, and expressly contained in such instrument, or any assignment thereof, or any agreement in connection therewith, as well as all implied covenants or obligations imposed in connection with such instrument upon the original lessee or grantee, and will do all things and perform all acts necessary or proper to maintain said leases, agreements, rights of way, easements, permits and contracts in full force and effect.

(2) Mortgagor will continuously operate, or cause to be operated, in a good and workmanlike manner, the pipeline, gathering system, and other property and equipment now or hereafter constituting a part of the Mortgaged Property, and will faithfully comply with all of the laws of each State in which any of the same is situated with respect to the ownership and operation thereof, and all rules and regulations of any governmental agency, either state or federal, from time to time lawfully constituted to regulate the ownership and operation thereof.

(3) Mortgagor will not at any time, in any manner, encumber the Mortgaged Property, or the personal property used in connection therewith, or permit same to be encumbered by any other lien, and in connection with the development, operation and equipping of the Mortgaged Property. Mortgagor will promptly pay all laborers and materialmen for labor, supplies or material furnished in connection therewith, and will not permit any such obligation to become a lien against the Mortgaged Property, even though junior thereto; but nothing herein shall be deemed a waiver of the priority of the lien hereof as against the claims of any laborer or materialman, or to give to any laborer or materialman any rights hereunder, or any right of action upon this covenant against the Mortgagor.

(4) Mortgagor will pay, or cause to be paid, all lawful taxes and assessments upon the Mortgaged Property, as well

as all taxes and assessments incident to or in connection with the operation and development thereof.

(5) Mortgagor will keep and maintain, or cause to be kept and maintained, all buildings, improvements, equipment, machinery and personal property situated on or constituting a part of the Mortgaged Property in a good state of repair, and will not suffer or permit any of the same to be removed or torn down, without first obtaining the written consent of Mortgagee.

(6) Mortgagor will keep or cause to be kept in full force and effect insurance covering the pipeline, gathering system, and personal property and equipment constituting a part of the Mortgaged Property, equal to the lesser of (i) the total indebtedness secured hereby, or (ii) the insurable value thereof, insuring the same against loss or damage from such hazards and risks as are usually insured against by persons, firms or corporations similarly situated and operating like properties. Said property so insured shall be insured with insurers of good standing and satisfactory to Mortgagee, and all policies covering said properties so insured shall carry a loss payable clause in favor of Mortgagee as its interest may appear. Said policies or proper certificates thereof shall be delivered to Mortgagee. Mortgagee shall have the right to collect, and Mortgagor hereby assigns to Mortgagee, any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of the Mortgaged Property or any part thereof, and Mortgagee may apply all such sums or any part thereof, at its election, toward the payment of said indebtedness, whether the same be then due or not, application to be made first to interest, then to principal, and shall deliver the balance, if any, after such application has been made, over to Mortgagor.

(7) In the event Mortgagor fails and refuses to pay or discharge, before the same become delinquent, any and all taxes, liens, assessments or other charges against the Mortgaged Property, Mortgagee shall have the right, but shall not be obligated, to pay said charges against said property, and, in such event,

shall be subrogated to the rights, liens and equities thereof, and the amount so paid, together with interest thereon from the date of such payment at the rate provided in the note described hereinabove to be paid after the maturity thereof, shall be added to the indebtedness secured by this Mortgage.

(8) No other or additional security now existing or hereafter taken to secure the payment of the indebtedness hereby secured shall be impaired or affected, in any manner, by the execution of this instrument, and all additional security that may be taken as security for the payment of said indebtedness shall not be impaired or affected, in any manner, by the execution of this instrument, and all additional security that may be taken as security for the payment of said indebtedness shall be considered and held as cumulative and shall not in anywise release, diminish or impair any of the rights or security hereby granted. The Mortgagee may at any time release all or any part of the Mortgaged Property from the lien hereof, and may at any time release or surrender any other security, or any part thereof, which may have been given to the Mortgagee to secure the payment of the indebtedness hereby secured; and any such release or surrender may be given or made without notice to or the consent of the owner(s) of or any person having any interest in or lien upon all or any part of the property hereby mortgaged, or any other person bound hereby, without affecting the personal liability of any person having any interest in or lien upon all or any part of the property hereby mortgaged, or any other person bound hereby, without affecting the personal liability of any person for the payment of said indebtedness, and without in anywise altering, varying or diminishing the force, effect or lien of this instrument.

(9) In case of default in the payment of any indebtedness hereby secured, or the failure to perform any of the covenants or conditions hereof, the holder of said indebtedness shall have the right, but shall not be required, to enter upon the Mortgaged Property and take possession and operate the same in

any manner deemed by it advisable, or designate some firm, person or corporation to operate the same, without being liable to Mortgagor for any act or thing done or caused to be done, in good faith, in connection with such operation and management of said property, and in case of any such default the holder of said indebtedness, or the person, firm or corporation designated to operate said property, shall have the right to collect, receive and receipt for all of the products transported from the Mortgaged Property, make repairs, purchase machinery, and at its option may exercise every power, right and privilege of Mortgagor under and by virtue of the leases and/or contracts under and by virtue of which Mortgagor now owns or owns and operates said property.

(10) If during the pendency of this loan, the title of Mortgagor to the Mortgaged Property, or any part thereof, or the priority of the lien of this Mortgage covering the property herein mortgaged for the security of said debt, is questioned or attacked, directly or indirectly, by suit or other judicial proceeding, or in any other manner, or a controversy of any nature arises relative to such title, or the priority of such lien, the undersigned Mortgagor agrees to protect and save harmless the holder of the indebtedness hereby secured from any and all costs, loss, damage or claim by reason of such title being questioned, or such priority of this lien being questioned, and the owner of said indebtedness is hereby authorized, but is not required, at the cost and expense of said Mortgagor, to take such steps as in its judgment may be necessary or proper for the defense of said title, and the establishment of the priority of said lien, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of such claims, assessments or charges made against such title, lien or land; and the expenses incurred in such proceedings, including all sums paid in compromise or discharge of such charges or claims, attorneys' fees, court costs, and all other expenses, of every kind and nature, shall become an additional part of the debt secured hereby, bearing interest at the rate provided in

clause (7), next above, be payable upon demand, and be secured by the lien of this Mortgage upon the property herein mortgaged, and be subrogated to all the rights, liens, remedies, equities, superior title, and benefits held, owned, possessed and enjoyed at any time by any owner or holder of any claim, lien, assessment, charge or expense so paid. The holder of said indebtedness is hereby authorized to employ attorneys of its own selection to represent it in any and all suits or proceedings, of any character, involving the title to the security or the lien of this Mortgage, and this right of the holder to so employ such attorneys, and make such advancements as may be necessary, shall exist regardless of whether the indebtedness secured hereby be then due or not.

ARTICLE IV

EVENTS OF DEFAULT

(1) If any one or more the following events should happen, to-wit:

(a) An Event of Default shall occur under the Loan Agreement hereinabove described;

(b) Mortgagor or Canadian Wolverine, Ltd. shall fail to pay when due any installment of principal or interest due on the note described as item (ii) of Article II hereof;

(c) Default shall be made in the observance or performance of any term, covenant, condition, provision or obligation contained herein;

(d) Upon the discovery, after the execution and delivery hereof, that there exists a lien or similar encumbrance on the Mortgaged Property, or any part thereof, equal or superior in right to the lien created hereby, adverse to this instrument, and which will or may substantially impair the security provided hereby;

(e) The title of Mortgagor to the Mortgaged Property, or any substantial part thereof, shall become the subject matter of a judgment rendered against Mortgagor or Mortgagee which has not been suspended, superseded or stayed and which could result in substantial impairment or loss of the security provided in this instrument; or

(f) Mortgagor shall sell or transfer the title to the Mortgaged Property, or a substantial portion thereof, and either all indebtedness

> hereby secured shall not be paid at the time of such sale or transfer, or the Mortgagee's written approval to such sale or transfer shall not be first had or obtained;

then, and in every such event, Mortgagor shall be in default hereunder, and all indebtedness secured hereby shall, at the option of the Mortgagee, without notice of any kind, thereupon become immediately due and payable, and Mortgagee may thereupon avail itself of any of its legal and equitable rights and remedies, either by the institution of a suit, or suits, in equity or at law, or in bankruptcy, in any court or courts of competent jurisdiction, whether for the specific performance of any covenant or agreement herein contained or in the aid of any execution of any powers herein granted, or for any foreclosure hereof or hereunder, or for any sale of Mortgaged Property, or any part thereof, so far as may be authorized by law, or for the enforcement of such other or additional appropriate legal or equitable remedies as the Mortgagee may deem most effectual to protect and enforce the rights aforesaid.

(2) Mortgagee, acting by or through any one or more agents or representatives designated by it, or the sheriff of any county in which the Mortgaged Properties or any part thereof are located, shall have the right and option (but not the obligation), in addition to any other remedy or relief granted to it herein or by law, and it is hereby empowered to, sell the Mortgaged Properties, or any part thereof, either as a whole or in part, at public or private sale, in whatever manner and on whatever terms Mortgagee shall at its discretion determine. (The right, power and authority herein given and granted to Mortgagee may be exercised by it only after it has complied fully with all applicable laws, including those with respect to the nonjudicial foreclosure of mortgages.)

(3) If one or more of the events of default set forth above shall occur, then, and in every such event, Mortgagee, its successors and assigns, shall have the right (but shall not be required) to take possession of all or any part of the Mortgaged

Property, and thereafter maintain, operate and control said property; or, in any such event, Mortgagee, its successors and assigns, may institute proceedings in any court or courts of competent jurisdiction for the foreclosure of this Mortgage, and have a receiver, or receivers, appointed to take possession of, manage and operate the Mortgaged Property.

(4) In the event of a foreclosure hereunder, and of a sale of said Mortgaged Property under such foreclosure, the Mortgagee shall have full discretion and control as to whether the whole of the Mortgaged Property, subject to the lien hereof, shall be sold in one parcel and as an entirety, or whether it shall be sold in separate parcels and tract's, and its judgment thereon shall be final as to such question. Mortgagor, and all entities hereafter claiming by, through or under it, or who may at any time hereafter become holders of liens junior to the lien of this instrument hereby specifically waive and release all right to have any or all of the Mortgaged Property marshalled upon any foreclosure or other enforcement of the terms hereof.

ARTICLE V

ASSIGNMENT OF PRODUCTION

(1) As further security for the indebtedness secured hereby, and for the same consideration hereinabove set forth, and cumulative of any and all other rights and remedies herein provided, Mortgagor hereby grants, bargains, conveys, sells, transfers and assigns unto Mortgagee, its successors and assigns, all of the aforesaid interests of Mortgagor in the oil, gas, casinghead gas and other hydrocarbons produced from the Mortgaged Property, and the proceeds thereof, from and after the effective date hereinafter provided.

Pipeline companies and other purchasers of products produced and to be produced from said property are hereby authorized and directed to pay direct to Mortgagee the interest of Mortgagor in the proceeds of the sale of the oil, gas, casinghead gas, and other hydrocarbons produced and to be produced from said

property and to continue such payments until they have been furnished with release hereof, executed in writing by Mortgagee. The receipt of Mortgagee for monies so paid to it shall be a full and complete release, discharge and acquittance to any such pipeline company or other purchaser, to the extent of all sums so paid. No pipeline company or other purchaser shall ever be required to see to the proper application by Mortgagee of such proceeds so paid unto it. Mortgagor covenants to cause all pipeline companies, or other purchasers of such minerals produced from said property, to pay promptly to Mortgagee, at Dallas, Texas, or at such other place as Mortgagee may direct, the interest of Mortgagor in the proceeds of the sale thereof, and Mortgagor agrees to execute and deliver to said pipeline companies or other purchasers such transfer orders or other documents as may be necessary or proper to effect the intent of these presents.

(2) Should any pipeline company or other purchaser now or hereafter purchasing such minerals from said land fail to make payment promptly to Mortgagee of the proceeds derived from the sale thereof, Mortgagee shall have the right to change the connection of any such pipeline company or other purchaser and designate some other pipeline company or other purchaser to purchase and take such minerals, without liability to Mortgagee in making such selection, so long as ordinary care is used in respect thereof; and should Mortgagor fail to consent to such connection, Mortgagee may accelerate the maturity of the indebtedness hereby secured.

(3) Mortgagee shall never be under any obligation to enforce the collection of such proceeds so assigned unto it hereunder, nor shall it ever be liable for failure to exercise diligence in the collection thereof, and it shall be accountable only for such sums that it shall actually receive.

(4) The proceeds received by Mortgagee accruing to the above assigned interests in the production of such minerals may be applied by Mortgagee, in its discretion, to the payment of the

principal and/or interest of the indebtedness hereby secured, whether the same be due and payable or to become due, in such manner as Mortgagee shall in its sole discretion deem proper.

(5) Notwithstanding such provision for application of such proceeds, it is agreed that any holder of any indebtedness hereby secured, after first procuring the written consent of all other holders of such indebtedness, shall have the right, at its election, from time to time, to apply any portion or all of said proceeds to the payment of any of the taxes levied and assessed against such property, insurance premiums, liens, bills for labor and material furnished for use upon said leased premises, costs and expenses, including attorneys' fees, incurred by such holder in the defense of any action affecting the title to said property, or the production therefrom, or any judgment rendered against the holder upon any claim arising out of the receipt, or application in accordance herewith, of any such proceeds in the event the undersigned Mortgagor should fail to make such payments, or any of them, promptly after demand made by the holder of the indebtedness hereby secured upon Mortgagor so to do. The holder of said indebtedness shall have the right upon securing the written consent of the other holders, at its election, to release or deliver to Mortgagor all or any portion of such proceeds received by the holder of said indebtedness to the end that said Mortgagor may receive funds with which to pay for the operating, equipping and developing of said oil and gas leases, or any well or wells thereon, but the holder of said indebtedness shall never be obligated to release any of said proceeds to said Mortgagor. No funds released or paid to Mortgagor shall, in any event, be considered to have been applied upon the indebtedness hereby secured.

(6) It is understood and agreed that all indebtedness secured hereby, and all interest thereon, shall be paid promptly to the holders of such indebtedness, in accordance with the terms and provisions of the note or notes evidencing same, regardless of whether the proceeds derived under this Article V are

sufficient to pay same, and this assignment of the runs shall not in any manner be construed to affect the terms and provisions of the note evidencing such indebtedness or the terms and provisions of this Mortgage securing same.

ARTICLE VI

MISCELLANEOUS PROVISIONS

(1) It is further understood and agreed that if any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of the Mortgagee in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

(2) This instrument may be construed as a chattel mortgage, mortgage, deed of trust, assignment or contract, or any one or more of them, in order to effectuate fully the liens hereof and the purposes and agreements herein set forth, and the same shall constitute a security agreement under the Uniform Commercial Codes of the States of Texas and Wyoming. Mortgagor further covenants and agrees to execute such other and further mortgages, chattel mortgages, deeds of trust, assignments, contracts and other instruments or documents necessary or desirable to confirm in Mortgagee each and every lien herein set forth (whether upon the Mortgaged Property or upon any right incidental thereto or arising out of or resulting from the ownership or acquisition thereof) upon the request of Mortgagee.

(3) It is hereby stipulated and agreed that in the event of a foreclosure of this Mortgage, the Court shall direct the sale of the property covered hereby to be with or without appraisement as Mortgagee or its assigns may elect, such option to be exercised at the time judgment is rendered in any foreclosure hereof.

(4) If the laws of the State in which the Mortgaged Property is situated at any time afford to Mortgagor a right of redemption in the event of foreclosure and sale hereunder, then to the extent the laws of such State permit a waiver, diminution or lessening of all or any part of such period, such redemption period is hereby shortened and decreased to the shortest period permitted by such laws.

(5) This mortgage shall be binding upon Mortgagor, its successors and assigns, and shall inure to the benefit of Mortgagee, any other holder of the indebtedness hereby secured, its successors and assigns.

(6) The indebtedness described herein and secured hereby is in part a renewal and extension of a portion of the unpaid balance of the indebtedness described in and secured by the following described instruments:

(a) from American Quasar Petroleum Co. of New Mexico and American Quasar Petroleum Co. to Texas American Bank/Fort Worth, N.A., individually and as Operating Agent, for First Interstate Bank of California, The Bank of New York, Bank of Montreal (Chicago Branch), Continental Illinois National Bank and Trust Company of Chicago, InterFirst Bank Fort Worth, N.A., and MBank Fort Worth, N.A.:

(1) Mortgage, Assignment of Production and Security Agreement dated September 24, 1985, recorded as follows:

County	Entry No.	Book	Page
Uinta	R21792		715

(2) First Supplement to Mortgage, Assignment of Production and Security Agreement dated September 24, 1985, recorded as follows:

County	Entry No.	Book	Page
Uinta	R21196	492	727

(3) Tenth Supplement to Mortgage, Assignment of production and Security Agreement dated September 24, 1985, recorded as follows:

County	Entry No.	Book	Page
Big Horn	712627	397	524
Sublette	208727	44	453

(b) from American Quasar Petroleum Co. of New Mexico to RepublicBank Dallas, N.A.:

(1) Mortgage, Assignment of Production and Security Agreement dated March 31, 1987, recorded as follows:

County	Entry No.	Book	Page
Big Horn	730014	MF004	1191
Converse	698166	916	230
Sublette	216387	47	474
Uinta	R30609	522	681

covering the properties and interests described therein. To secure further the payment of the indebtedness described herein and secured hereby, Mortgagor does hereby acknowledge and continue in full force and effect, and the Bank shall have and retain all of the rights, titles, liens, equities and privileges therein granted to the holder of such indebtedness in, to or over the properties and interests therein and herein described until the full and final payment of all of the indebtedness herein described and the performance of all of the covenants and conditions herein contained.

(7) For convenience in the execution and recording of this instrument there have been executed separate counterparts of this instrument which separately describe properties in a single recording jurisdiction. Each of such instruments is identical except with respect to the schedule of properties attached as Exhibit "A" thereto. Notwithstanding the separate execution of such counterparts, all of such counterparts so executed shall constitute a single instrument. Complete copies of this instrument containing the entire Exhibit "A" have been retained by all parties hereto.

IN WITNESS WHEREOF, this instrument has been executed this 9th day of October, 1987, and the same shall be effective with respect to runs of oil and deliveries of gas as of 7:00 A.M., on the 1st day of September, 1987.

MORTGAGOR-DEBTOR

WOLVERINE EXPLORATION COMPANY

By _____

Attest:

_____
Asst. Secretary
(Corporate Seal)

[redacted] [redacted] [redacted]

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me by JOHN C. HULL, the VICE PRES of WOLVERINE EXPLORATION COMPANY, this 9th day of OCTOBER, 1987.

My Commission Expires:

4-14-88

Linda J. Dunavant
Notary Public in and for
The State of Texas
LINDA J. DUNAVANT
(Print Name)

CB2

EXHIBIT A

Schedule of Properties

In the following schedule:

(1) "Leasehold Interest" means a share or portion of the expenses of developing, operating and maintaining the particular property. If an interest hereinafter described is included within a unit, the stated Leasehold Interest shall be the share or portion of the unit expenses.

(2) "Net Interest in Production" means a share or portion of the oil, gas and other hydrocarbons in, under and produced from a particular property, after deducting therefrom all applicable royalties, overriding royalties, and other payments out of the production. If an interest hereinafter described is included within a unit, the stated Net Interest in Production shall be the share or portion of unit production.

Notwithstanding any specific reference to the interest of Mortgagor in and to the properties hereinafter described in this Exhibit A, there is intended to cover hereby all of the rights, titles and interests of Mortgagor in and to the oil, gas and mineral leases and the lands hereinafter described and Mortgagor does hereby convey all of such rights, titles and interests to Mortgagee.

Mortgagor warrants and represents that:

(a) Mortgagor is, by virtue of its ownership of the interests covered hereby, obligated to bear a portion of the costs and expenses of development, operating and maintenance of each particular property which is not in excess of the Leasehold Interest stated with respect to such property; and

(b) The interests covered hereby vest in Mortgagor and entitled Mortgagor to receive a share of the oil, gas and other minerals in, under and produced from each such property which is not less than the Net Interest in Production stated with respect to such property.

[redacted] [redacted] [redacted]

Oil and Gas Lease dated April 1, 1975, from the United States of America, as Lessor, to John A. Yates, as Lessee, bearing Serial Number W-49634;

INSOFAR AND ONLY INSOFAR as said lease covers and concerns the following described lands:

Township 29 North, Range 114 West
Section 8: All

Containing 640.0 acres, more or less.

Limited in depth to that interval from the base of the Dakota Formation, down to the stratigraphic equivalent of the total depth reached in the Riley Ridge #8-24 Well located in the SESW of Section 8, Township 29 North, Range 114 West, Sublette County, Wyoming.

SUBJECT TO THE FOLLOWING:

A. Pooling Agreement dated June 1, 1979, between Yates Drilling Company, et al, and Terra Resources, et al;

B. Farmout Letter Agreement dated January 5, 1979, from Yates Drilling Company, et al, to Christmann and Associates, as amended;

C. Letter Agreement dated September 25, 1979, between Mesa Petroleum Company and American Quasar Petroleum Co.;

D. Riley Ridge Unit Agreement and Unit Operating Agreement dated December 23, 1981, by and between American Quasar Petroleum Co. of New Mexico, et al;

E. Agreement dated August 15, 1979, by and between American Quasar Petroleum Co. of New Mexico and John J. Christmann;

Leasehold Interest		Net Interest in Production
.22125	Before Payout	.168703
.132375	After Payout	.109209

EXHIBIT "A"

Riley Ridge Federal #10-14, Riley Ridge Prospect, Sublette County, Wyoming

Oil and Gas Lease dated effective June 1, 1974, between United States of America, as Lessor and Joanne Pritchett, as Lessee, bearing Serial Number W-78475 (segregated out of Lease W-45261);

INSOFAR AND ONLY INSOFAR as said lease covers and concerns the following described lands:

Township 29 North, Range 114 West
Section 10: SW/4

Containing 160.0 acres, more or less.

SUBJECT TO THE FOLLOWING:

A. Farmout Option Agreement dated August 24, 1979, between Pacific Transmission Supply Company and John J. Christmann, as amended September 19, 1980 and January 15, 1981;

B. Letter Agreement dated September 25, 1979, between Mesa Petroleum Company and American Quasar Petroleum Co.;

C. Riley Ridge Unit Agreement and Unit Operating Agreement dated December 23, 1981, by and between American Quasar Petroleum Co. of New Mexico, et al;

D. Agreement dated August 15, 1979, by and between American Quasar Petroleum Co. of New Mexico and John J. Christmann;

Leasehold Interest		Net Interest in Production
.225	Before Payout	.174375
.1125	After Payout	.0928125

[redacted] Riley Ridge [redacted]-14, Riley Ridge Prospect [redacted] County,

[redacted] [redacted] [redacted]

EXHIBIT "A"

Riley Ridge Federal #12-43, Riley Ridge Prospect, Sublette County, Wyoming

Oil and Gas Lease dated effective December 1, 1975, between The United States of America, as Lessor and Edward C. Reinauer, Sr., as Lessee, bearing Serial Number W-52404;

INSOFAR AND ONLY INSOFAR as said lease covers and concerns the following described lands:

Township 29 North, Range 115 West
Section 12: All

Containing 640.0 acres, more or less.

SUBJECT TO THE FOLLOWING:

A. Letter Agreement dated July 12, 1979, by and between Dreiling Ltd. and John J. Chistmann, as amended;

B. Agreement dated August 15, 1979, between American Quasar Petroleum Co. of New Mexico and John J. Christmann;

C. Letter Agreement dated September 25, 1979 by and between Mesa Petroleum Company and American Quasar Petroleum Co. of New Mexico;

D. Farmout Agreement and Operating Agreement dated August 15, 1981, between Dreiling, Ltd. and American Quasar Petroleum Co. of New Mexico, et al, as amended;

E. Riley Ridge Unit Agreement and Unit Operating Agreement dated December 23, 1981, by and between American Quasar Petroleum Co. of New Mexico and Amoco Production Company, et al;

Leasehold Interest	Net Interest in Production
.193958	.147319

EXHIBIT "A"

Riley Ridge Federal #17-34, Riley Ridge Prospect, Sublette County, Wyoming

Oil and Gas Lease effective date April 1, 1976, from the United States of America, as Lessor, to Estelle C. Haefele, as Lessee, bearing serial number W-60620 (segregated out of W-54161);

INSOFAR AND ONLY INSOFAR as said lease and interest covers the following described lands:

Township 29 North, Range 114 West
Section 17: All

Containing 640.0 acres, more or less.

Limited in depth to that interval from the base of the Dakota Formation, being defined as that certain stratigraphic horizon found at 9,340 feet on the Induction Electrical Log in the True Belco State No. 24-16 Well, located in the SESW of Section 16, Township 29 North, Range 114 West, down to the stratigraphic equivalent of the total depth (16,370 feet) drilled in the Riley Ridge Federal No. 17-34 well, located in the SWSE of Section 17, Township 29 North, Range 114 West, Sublette County, Wyoming.

SUBJECT TO THE FOLLOWING:

A. Farmout Agreement dated April 3, 1979, from Terra Resources, Inc., et al, to John J. Christmann, as amended June 4, 1979, and June 29, 1979, and November 30, 1979;

B. Farmout Agreement dated October 12, 1981, from Terra Resources, Inc., to American Quasar Petroleum Co. of New Mexico;

C. Letter Agreement dated September 25, 1979, between Mesa Petroleum Company and American Quasar Petroleum Co.;

D. Riley Ridge Unit Agreement and Unit Operating Agreement dated December 23, 1981, by and between American Quasar Petroleum Co. of New Mexico, et al;

E. Agreement dated August 15, 1979, by and between American Quasar Petroleum Co. of New Mexico and John J. Christmann;

F. Pooling Agreement dated June 1, 1979, by and between Yates Drilling Company, et al, and Terra Resources, Inc., et al.

Leasehold Interest		Net Interest in Production
.2830585	Before Payout	.221197
.1771542	After Payout	.14615235

[redacted] [redacted] [redacted]

EXHIBIT "A"

Riley Ridge Federal #33-24, North Riley Ridge Prospect, Sublette County, Wyoming

Oil and Gas Lease effective October 1, 1972, between United States of America, as Lessor and Devereux Milburn, Jr., as Lessee, bearing Serial Number W-36438;

INSOFAR AND ONLY INSOFAR as said lease covers and concerns the following described lands:

Township 30 North, Range 114 West
Section 33: All

Containing 640.0 acres, more or less.

SUBJECT TO THE FOLLOWING:

A. Farmout Agreement dated September 25, 1981, between Skyline Oil Company, as Farmor and American Quasar Petroleum Co. of New Mexico, as Farmee, as Amended;

B. Letter Agreement dated September 25, 1979, between Mesa Petroleum Company and American Quasar Petroleum Co.;

C. Letter Agreement dated May 15, 1981, between Skyline Oil Company and American Quasar Petroleum Co. of New Mexico, as amended;

D. Letter Agreement dated August 24, 1981, American Quasar Petroleum Co. of New Mexico and Mesa Petroleum Company;

Leasehold Interest		Net Interest in Production
.250002	Before Payout	.19312515
.125001	After Payout	.10437525

RILEY RIDGE UNIT - SUBLETTE COUNTY, WYOMING

All of Mortgagor's interest now or hereafter owned in the Riley Ridge Unit and in oil and gas leases comprising said Unit, said Unit being described in Agreement dated December 23, 1981, approved by Bureau of Land Management on February 27, 1982, bearing Unit Designation No. 14-08-0001-20361, said Unit consisting of 16, 018.22 acres, more or less, comprised of:

All of Sections 3-10, 15-18, 20-24, 26-28, and W/2, W/2 NE/4 of Section 25, T29N, R114W, 6th P.M., Sublette County, Wyoming; and

All of Sections 1, 2, 12-13, and all of Section 11, except the W/2 W/2 of Section 11, T29N, R115W, Sublette County Wyoming.

Mortgagor's interest in the 12-43, 8-24, 17-34 and 10-14 wells located in the Riley Ridge Unit and the leases on which said wells are located are described in another portion of this Exhibit.

The leases in which Mortgagor has an interest in and which are included in the Riley Ridge Unit, as well as Mortgagor's record leasehold interest in such leases are described as follows.

1. WY-047-1 Lease dated April 1, 1979, between U.S.A. (WY67196) as Lessor, and Gus Carras as Lessee, covering all of SECTIONS 1 and 2; and E/2, E/2 W/2 of SECTION 11, T29N, R115W. (27.78% leasehold interest)

2. WY047-4 Lease dated April 1, 1973, between U.S.A. (WY38887) as Lessor, and Howell Spear as Lessee, covering Lot 4, S/2 NE/4, SW/4 NW/4, S/2 of SECTION 4; and Lots 1, 2, 3, S/2 N/2, S/2 of SECTION 5, T29N, R114W, 6th P.M. (12.50% leasehold interest)

3. WY047-6 Lease dated March 1, 1975, between U.S.A. [WY78476 (formerly W-49322] as Lessor, and Pete J. Kithas as Lessee, covering N/2 of SECTION 9, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

4. WY047-10 Lease dated August 1, 1977, between U.S.A. (WY59398) as Lessor, and Fred D. Volz as Lessee, covering the NE/4 of SECTION 18; and all of SECTION 20, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

5. WY047-11 Lease dated April 1, 1976, between U.S.A. (WY60620) as Lessor, and Estelle C. Haefele as Lessee, covering Lot 4 of SECTION 5; Lots 1, 2, S/2 NE/4, SE/4 of SECTION 6; E/2 of SECTION 7; SE/4 of SECTION 18; SE/4 SE/4 of SECTION 9; and S/2, N/2 of SECTION 17, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

6. WY047-12 Lease dated April 1, 1976, between U.S.A. (WY60621) as Lessor, and Patricia R. Pfenning as Lessee, covering all of SECTIONS 21 and 28, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

7. WY047-13 Lease dated May 2, 1976, between the State of Wyoming-76-0342 as Lessor, and Chinook Roustabout Service, Inc. as Lessee, covering all of SECTION 16, T29N, R114W, 6th P.M. (15.8333% leasehold interest)

8. WY047-29 Lease dated April 1, 1976, between U.S.A. (WY-54163) as Lessor, and Bert L. Stovall as Lessee, covering the E/2 of SECTION 23, T29N, R114W, 6th P.M. (33.333% leasehold interest)

9. WY047-30 Lease dated November 1, 1978, between U.S.A. (WY62803) as Lessor, and Gary L. Wise as Lessee, covering Lots 3-7, SE/4 NW/4, E/2 SW/4 of SECTION 6; Lot 1, E/2 NW/4, SE/4 SW/4, Lots 2, 3, 4, NE/4 SW/4 of SECTION 7; Lots 1-4, E/2 W/2 of SECTION 18; and E/2, E/2 NW/4, SW/4 NW/4, SW/4 of SECTION 26, T29N, R114W, 6th P.M. (33.333% leasehold interest)

RILEY RIDGE UNIT - SUBLETTE COUNTY, WYOMING (Cont'd)

10. WY047-34 Lease dated June 1, 1974, between U.S.A. (WY78475) as Lessor, and Joanne Pritchett as Lessee, covering the E/2 of SECTION 15; and N/2, SE/4 SW/4 of SECTION 10, T29N, R114W, 6th P.M. (25.00% leasehold interest)

There is also mortgaged hereby all Mortgagor's interest in the following surface leases affecting or pertaining to the Riley Ridge Unit, each lease covering a portion of the captioned land:

1. WY047-5 Lease dated May 1, 1981, between the State of Wyoming-SU-219 as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, covering a portion of the captioned land.

2. WY047-21 Lease dated November 16, 1981, between Budd & Sons Land Company as Lessor, and American Quasar Petroleum Co. of New Mexico as Lessee, covering a portion of the captioned land.

3. WY047-23 Lease dated November 15, 1981, between Flying W. Land & Livestock Co. as Lessor, and American Quasar Petroleum Co. as Lessee, covering a portion of the captioned land.

NORTH RILEY RIDGE (PINEY CREEK) UNIT - SUBLETTE COUNTY, WYOMING

All Mortgagor's interest now or hereafter owned, the North Riley Ridge Unit and in all leases comprising said Unit, said Unit being described in Agreement approved by the Bureau of Land Management on October 4, 1982, bearing Unit Designation No. 14-08-0001-20982. Said Unit is comprised of all of Sections 13-15, 21-28 and 33-36, T31N, R114W, 6th P.M., Sublette County, Wyoming.

The lease in which Mortgagor presently owns an interest which is included in the above-captioned Unit and Mortgagor's intent therein is described as follows:

WY047-15 Lease dated December 14, 1981, between the State of Wyoming 82-0032 as Lessor, and Ralph A. DeSimone as Lessee, covering the W/2 of SECTION 36, T31N, R114W, 6th P.M. (Mortgagor has record title to a 33.333% interest in such lease and owns 45% of such interest)

Leasehold Interest
45% of each of the leasehold interests set forth above

State of Wyoming

Mortgage

FHA Case No.
591-0454629-203

Know All Men by These Presents, That Dean Hughes and Claudia Hughes, husband and wife

herein designated as Mortgagor, of P.O. Box 743 Big Piney, County of Sublette, State of Wyoming 83113, to secure the payment of the principal sum of --Seventy Seven Thousand Seven Hundred and No/100-- Dollars ($ 77,700.00), with interest at the rate of --Eight and Three Eighths-- per centum (08.375 %) 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 Nineteen and 13/100---- Dollars ($ 619.13), commencing on the first day of January, 19 88, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 2012, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lot 5 of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming

218697

RECORDED Nov. 4 19 87 1:20 PM
IN BOOK 48 mtg PAGE 585
FEES $ 14.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee 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.

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 Claudia Hughes wife of the said Dean Hughes 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 4th day of November, 19 87.

In the presence of—

Jan Riley

Jan Riley

Dean Hughes

Dean Hughes

Claudia Hughes

Claudia Hughes

The State of Wyoming

ss:

County of Sublette

On this 4th day of November, 19 87, before me personally appeared Dean Hughes and Claudia Hughes 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 4th day of November, A.D. 19 87

[SEAL]

My commission expires 10-2-89

Jon Riley

Notary Public.

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

State of Wyoming

County of

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

County Clerk and ex officio Register of Deeds

Fee: $

By

Deputy

588

FHA DUE ON TRANSFER RIDER

This rider is made this 4th day of November, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed 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 Mortgage, Deed of Trust, or Security Deed and located at 1385 Piney Drive Big Piney, Wy 83113
(property address)

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Borrower accepts and agrees to the terms contained in this rider.

Dean Hughes
(Borrower)

Dean Hughes

Claudia Hughes
(Borrower)

Claudia Hughes

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 4th day of November, 19 87.

Dean Hughes
Signature

Dean Hughes
Printed

Claudia Hughes
Signature

Claudia Hughes
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 _____ Dean Hughes and Claudia Hughes _____ and appears recorded in book 48 of mortgages, beginning on page 585 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 5 of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming

218698

RECORDED Nov 4 19 87 1:20 PM
IN BOOK 48 mtg PAGE 591
FEES $ See Misc I Lindford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

together with the note or notes 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 the 4th day of November, 19 87.

*Doing business without a corporate seal.

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 4th day of November 19 87

Witness My hand and official seal.
My Commission expires: 7-18-88

CLAIRE K. ADAMS NOTARY PUBLIC
Teton County, State of Wyoming
Commission expires July 10, 1988.

Claire K. Adams

[redacted] [redacted] [redacted]

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on .....NOVEMBER 3,....., 19...87.... The mortgagor is NUGGET PARTNERSHIP, A WYOMING PARTNERSHIP, WHICH CONSISTS OF CHARLES ORR, RICHARD WENZ AND STEVE WENZ ("Borrower"). This Security Instrument is given to .....FIRST WYOMING BANK - BIG PINEY..... which is organized and existing under the laws of ...THE UNITED STATES OF AMERICA, and whose address is .....440 BUDD AVENUE, BIG PINEY, WY 83113..... ("Lender"). Borrower owes Lender the principal sum of ..ONE HUNDRED TWO THOUSAND FOUR HUNDRED TWENTY SIX AND .58/100..... Dollars (U.S. $...102,426.58.....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on ..NOVEMBER 1, 1997..... 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, 2, 3, 18, 19, 20, 21, AND 22, BLOCK 49, AND
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12, BLOCK 50;
ALL IN THE MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

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

ONE (1) PORT-A-BUILT, 24 FT. X 40 FT. PORTABLE OFFICE, MDL2400, SERIAL # 81-5-6185, TOGETHER WITH ALL PARTS, ACCESSORIES, ACCESSIONS, ADDITIONS, ATTACHMENTS AND REPLACEMENTS, ALL LOCATED AT:
LOTS 1, 2, AND 3, BLOCK 50, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING.

218730

RECORDED Nov. 6 19 87 1:45 PM
IN BOOK 48 mtg PAGE 592
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

which has the address of ..SIXTH & RAKESTRAW STREETS..... [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.

592 Released BOOK 21 PG 460

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 a 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 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 convenants 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.

NUGGET PARTNERSHIP

BY: Charles Orr, Partner (Seal)
CHARLES ORR, PARTNER —Borrower

BY: Steve Wenz, Partner (Seal)
STEVE WENZ, PARTNER —Borrower

BY: Richard Wenz, Partner (Seal)
RICHARD WENZ, PARTNER —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this November 3, 1987 (date) by CHARLES ORR, RICHARD WENZ AND STEVE WENZ (person acknowledging)

My Commission expires:

DECEMBER 1, 1990

Notary Public

Scott R. Estep - Notary Public
County of Sublette State of Wyoming
My Commission Expires December 1, 1990

[redacted] [redacted] [redacted]

MORTGAGE DEED—FORM NO. 4—A THE MILES COMPANY, SHERIDAN 158955

MORTGAGE

THIS MORTGAGE, made this 15th day of October, 19 87, between
Joseph J. Rogers and Marilyn R. Rogers, husband and wife,
of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and
North Side State Bank of Rock Springs, Wyo., a Wyoming banking corporation, having its principal place of business at Rock Springs, in
~~xxxx~~ Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of - - -Thirty-nine thousand five hundred and no/100- - -
- - - -

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

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

Mortgagor 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-nine thousand five hundred and no/100- ($ 39,500.00) Dollars, together with interest thereon at the rate of ten (10%) per annum from October 15, 19 87, until paid, according to the conditions of one promissory note , dated October 15, 19 87, the ultimate maturity date of which is October 15, 2002, XXX, which promissory note was executed and delivered by

Joseph J. Rogers and Marilyn R. Rogers, 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 -Thirty-nine thousand five hundred and no/100- ($ 39,500.00) 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 thirty days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

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

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

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

[redacted] [redacted] [redacted]

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

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

Joseph J. Rogers
JOSEPH J. ROGERS

Marilyn R. Rogers
MARILYN R. ROGERS

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater
ss.

On this 15th day of October, 19 87, before me personally appeared

Joseph J. Rogers and Marilyn R. Rogers, 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

Elizabeth Birtek
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: .....

.....

.....

599

MORTGAGE DEED LN040

THIS INDENTURE, made this 9th day of Nov, 19 87, between

David M. Racich and Patty Racich, 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

Seventeen Thousand Two Hundred Eighty-six and 62/100****** 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 _____, State of Wyoming, described as follows, to-wit:

218723

See Schedule "A"

RECORDED Nov. 10 19 87 12:30 PM
IN BOOK 48 mtg PAGE 599
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: marie Riley

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

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

This grant is intended as a mortgage to secure the payment of a promissory note payable to the order of the mortgagee for the principal sum above mentioned, and interest, said principal and interest being payable in monthly installments of $ 238.19 each, the first such installment being due on the 10th day of December 88, 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.

David M. Racich
David M. Racich

Patty Racich
Patty Racich

In the presence of

D[redacted] Z Weston [redacted]

[redacted] [redacted] [redacted]

Schedule "A"

A TRACT OF LAND, BEING PART OF LOT 7 OF THE ANDERSON SUBDIVISION, SUBLETTE COUNTY, WYOMING, more particularly described as follows:

Beginning at the southwest corner of said Lot 7; thence, from point of beginning N.00°06'10"E., a distance of 1324.34 feet to the northwest corner of said Lot 7; thence, S.89°36'23"E., along the north boundary of said Lot 7 a distance of 206.18 feet; thence, S.00°06'05"W., a distance of 388.00 feet; ;thence, N.89°36'23"W., a distance of 130.87 feet; thence, S.00°06'10"W., a distance of 170.00 feet; thence, S.89°36'23"E., a distance of 90.87 feet; thence, S.00°06'05"W., a distance of 766.60 feet; thence, N.89°31'06"W., along the south boundary of said Lot 7 a distance of 166.21 feet to the point of beginning.

THE STATE OF WYOMING }
COUNTY OF Sweetwater } ss.

On this 9th day of November, 19 87, before me personally appeared
David m. Racich and Patty Racich
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 November 19 87

My commission expires: August 28, 1988

David L Weston
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.....

No.....

MORTGAGE DEED

[redacted]

.....

.....

.....

TO

Rocky Mountain Federal
S[redacted]ings and Loan Association

[redacted]

E OF WYOMING } ss.
OF

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

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

[redacted]

.....
Deputy.

.....

ROCKY MOUNTAIN FEDERAL
SAVINGS AND LOAN ASSOCIATION

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Peace Lutheran Church of Big Piney - Marbleton - Wyoming, a non-profit corporation

a corporation, herein designated as Mortgagor, of the City of Marbleton , County of Sublette , State of Wyoming , to secure the payment of the principal sum of Fifty Thousand and NO/100---------- Dollars ($50,000.00), with interest as evidenced by a promissory note dated as of November 6, 1987 herewith to the order of

Lutheran Church Extension Fund-Missouri Synod, a Missouri not-for-profit corporation, located at 1333 S. Kirkwood Road, Saint Louis, Missouri 63122-7295

principal and interest payable as follows:

SEE ATTACHED EXHIBIT "B", & "C"

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

SEE ATTACHED EXHIBIT "A"

218775

RECORDED Nov. 10 19 87 4:30 P M
IN BOOK 48 Misc PAGE 602
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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:

Rlsd BK 24 Pg 427 1/5/05

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

9. No failure by the Mortgagee or any legal holder hereof to enforce any right set forth herein nor the granting of any extension of time nor taking of additional security, nor partial release of security or the making of future advances, shall act to constitute a waiver of the right to enforce any and all remedies provided herein nor shall it act to discharge or release the collateral.

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

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 as of 6th day of November,

A. D. 19 87.

(SEAL) doing business with no corporate seal

Attest:

Secretary.

PEACE LUTHERAN CHURCH OF BIG PINEY - MARBLETON - WYOMING, a non-profit corporation

By Melvin F. Neal
Trustee

By: Gerry D. Endecott
Trustee

THE STATE OF WYOMING,
County of SUBLETTE } ss.

On this 6th day of NOVEMBER, 19 87, before me personally appeared

MELVIN F. NEAL AND GERRY D. ENDECOTT, TRUSTEES of Peace Lutheran Church of Big Piney-Marbleton, Wyoming

to me personally known, who, being by me duly sworn, did say that they are ~~he is~~ the TRUSTEES of

PEACE LUTHERAN CHURCH OF BIG PINEY - MARBLETON - WYOMING, a non-profit corporation

and that the seal no seal affixed 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 trustees acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 6th day of NOVEMBER, A.D. 19 87.

Edwin R. Adams
Notary Public.

My Commission expires on the 28th day of JULY, A. D. 19 88.

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

DYNAMATIC® Business Forms #56859

604

EXHIBIT "A"

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

EXHIBIT "B"

LUTHERAN CHURCH EXTENSION FUND—MISSOURI SYNOD

1333 South Kirkwood Road, St. Louis, MO 63122-7295

Promissory Note with Balloon Balance

$ 50,000.00 Marbleton, Wyoming

FOR VALUE RECEIVED, The undersigned ("Maker") promises to pay to the order of LUTHERAN CHURCH EXTENSION FUND—MISSOURI SYNOD, A Missouri corporation ("Payee"), the principal sum of Fifty Thousand and NO/100---------- dollars ($ 50,000.00) together with interest from the date hereof at the rate of seven percent (7%) per annum on the principal sum from time to time remaining unpaid. Principal and interest shall be due and payable in 36 consecutive monthly installments as follows:

1. 35 equal consecutive monthly installments of Three Hundred Eighty-Seven and 65/100---------- dollars ($ 387.65) each, the first such installment being due and payable on the 6th day of December, 19 87, and subsequent installments being due and payable on the 6th day of each and every month of the next succeeding 34 months thereafter; and

2. A 36th monthly ("balloon") installment, in the full amount of the remaining balance of principal and interest being due and payable, on the 6th day of November, 19 90

All payments on account of the indebtedness evidenced by this note shall be first applied to the payment of interest on the unpaid principal balance hereof, and the excess remaining thereafter shall be credited to principal.

All payments hereunder shall be made to Payee at 1333 South Kirkwood Road, St. Louis, MO 63122-7295, or at such other place as the payee of this note may, from time to time, designate in writing delivered or mailed to the Maker.

Maker reserves the right to prepay this note in whole, or subject to the conditions hereinafter stated, in part, on any installment payment date, without premium or penalty and without prior notice to the Payee. It is acknowledged that the required installments hereunder are not in an amount sufficient to repay the indebtedness evidenced hereby, with interest at the stipulated rate, in 36 equal monthly installments over a period of 3 years, but that the 36th installment is a larger ("balloon") installment of all unpaid principal and interest. Any such prepayment shall be first applied against accrued but unpaid interest, and the excess, if any, shall be then applied against principal, in the inverse order of actual maturity of installments hereunder (i.e., shall be first applied against the 36th monthly installment). No such partial prepayment shall relieve Maker of its obligation to pay the required monthly installments hereunder until the entire indebtedness, together with interest, has been paid in full.

This note is secured by a deed of trust or mortgage bearing even date herewith to, or for the benefit of, Lutheran Church Extension Fund—Missouri Synod, on real estate situated in the County of Sublette, State of Wyoming.

Payee may extend the terms of payment of this note beyond maturity, at its option, by written notice to Maker at any time, evidencing the terms of such extension. The terms of such extension shall include any or all of the following, which may be the same as, or different from, such terms in effect hereunder at the time of such extension: rate of interest, number of installment payments, amount of installment payments, period of due dates of installments and amount of initial principal balance to be paid under such extension (provided that such initial principal balance is equal to or less than the total principal balance due hereunder as of the date of such extension).

In the event that Maker shall be dissolved, merge with any other congregation, cease to be a member congregation of The Lutheran Church—Missouri Synod, or cease to use the real estate subject to the aforementioned deed of trust or mortgage for regular worship services, or for school, parsonage, teacherage, or other religious purposes, the entire principal sum remaining unpaid, together with accrued interest, may be declared immediately due and payable at the option of payee.

In the event that Maker shall, subsequent to the date hereof, engage in further borrowing, or become voluntarily indebted to any other lender, without the written consent of the holder hereof, the entire principal sum remaining unpaid herein, together will accrued interest, may be declared immediately due and payable at the option of the payee.

In the event of default in the payment of any installment of principal or interest when due in accordance with the terms hereof, or on default in the performance of any agreement contained in said deed of trust or mortgage, the entire principal sum remaining unpaid herein, together with accrued interest, may be declared immediately due and payable at the option of the payee.

If any installment hereunder, or any portion thereof, is not paid when due, whether at stated maturity or by declaration, a late charge penalty of two percent (2%) of such past due amount shall be added to the amounts due hereunder, except that if such penalty is regarded as interest under applicable law, such penalty, when added to other interest due hereunder shall not exceed the maximum legal rate of interest permissible.

No delay, omission or indulgence by Payee in exercising or enforcing any rights or remedies shall impair or affect the same or be construed to be a waiver of or acquiescence in any default. Any single or partial exercise of any rights or remedies shall not preclude any other or further exercise thereof. No waiver by the Payee hereof shall be valid unless in writing signed by said Payee, and then only to the extent specifically set forth in said writing.

Time for the payment and performance of each and all of the obligations of the undersigned shall be of the essence hereof.

The terms and provisions of this note shall inure to the benefit of any assignee, transferee, or holder or holders hereof, and, in the event of any transfer or assignment of this note, each and all of the rights, remedies, powers, privileges and benefits herein granted the Payee shall automatically be vested in the assignee, transferee, holder or holders.

Maker and all endorsers hereof severally waive presentment for payment, protest, notice of non-payment and of protest, and agree to pay all reasonable costs of collection, including attorneys' fees.

IN WITNESS WHEREOF, the Maker has executed this promissory note as of this 6th day of November, 19 87

PEACE LUTHERAN CHURCH OF BIG PINEY - MARBLETON
WYOMING, a non-profit corporation

By _____
Trustee

By _____
Trustee

By _____

606

EXHIBIT "C"

This Mortgage is also given to secure all extensions, renewals, or modifications of all or a part of said Note, to secure the performance of all covenants and agreements of the mortgagor under the provisions of this Mortgage, to secure the payment of all future advances, if any, made hereunder at the option of mortgagee or future obligations incurred by mortgagee for the reasonable protection of the lien and priority of mortgagee on the above described premises and to secure all other obligations of mortgagor now or hereafter owing to mortgagee.

[redacted] [redacted] [redacted]

61991

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the Rocky Mountain Federal Savings and Loan Association, a Corporation organized and existing under the laws of the United States of America, of Cheyenne, Wyoming, the Mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by

KENT GEORGE PROFIT AND JUDITH ANN PROFIT, HUSBAND AND WIFE

and appears recorded in Book 31 of mortgages, beginning on Page 659 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 11 of the Green River Subdivision, Sublette County, Wyoming.

Together with the note or notes secured thereby, unto the

NORWEST BANK CASPER, N.A.

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

IN WITNESS WHEREOF, the said Rocky Mountain Federal Savings and Loan Association, has hereunto caused its corporate name to be subscribed by its Vice President, duly attested by its Asst. Secretary and its corporate seal to be hereunto affixed, pursuant to due authority thereunto given, this 17th day of November 1986.

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION

In presence of:

By Georgia A. Griest
Vice President.

Attest: Esther E. Schaefer
Asst. Secretary.

218806

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

RECORDED Nov. 13 1987 10:45 AM
IN BOOK 48 mty PAGE 608
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mare Riley

On this 17th day of November 1986, before me appeared

Georgia A. Griest as Vice President and Esther E. Schaefer as Asst. Secretary of the Rocky Mountain Federal Savings and Loan Association, Cheyenne, Wyoming, a corporation, to me personally known, who being by me duly sworn, did say that they are the Vice President and Asst. Secretary respectively of the Rocky Mountain Federal Savings and Loan Association, and that the seal affirmed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation pursuant to due authority thereunto given and said officers acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: 9/12/88

Cecelia S. Ray
Cecelia S. Ray Notary Public.

LN073

609

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HARVEY T. DODD and ERMA LEE DODD, husband and wife,

Route #2, Box 92, Pinedale 82941

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

Seven Thousand and NO/100 ($7,000.00) Dollars, due 11/6/91

with interest from 11/6/87 at the rate of twelve (12%) per cent per annum, payable monthly ~~annually~~

evidenced by One (1) promissory note, of even date herewith, payable in 48 equal monthly payments of $184.34 each, which include interest at the rate of 12% per annum; first said payment due 12/6/87 and on the 6th day of each month thereafter until paid in full, do hereby mortgage to

FIRST NATIONAL BANK OF PINEDALE

mortgagee, whose address is P.O. Box 519

Pinedale, WY 82941

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

Lot Two (2) of the Half Moon Mountain Subdivision, First Filing, Sublette County, Wyoming as the same appears of record on the official map or plat thereof as filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;

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

SUBJECT TO restrictions governing Half Moon Mountain Subdivision recorded in Book 29 of Miscellaneous, page 69, on July 3, 1973, and in Book 45 of Miscellaneous, page 15, on May 9, 1984, in the office of the Sublette County Clerk.

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

RECORDED November 13 1987 3:30 PM
IN BOOK 48 MISC. PAGE 609
FEES $6.00 Mary L. Yankey COUNTY CLERK
SUBLETTE COUNTY CLERK
218278
by: Carol D. Sherry, Deputy

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

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

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

Dated this 6th day of November A. D. 1987.

In the presence of

Harvey T. Dodd
HARVEY T. DODD

Erma Lee Dodd
ERMA LEE DODD

[redacted] [redacted] [redacted]

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by HARVEY T. DODD and ERMA LEE DODD, ,

this 10th day of November, 1987.

Witness my hand and official seal.

GWENDOLYN M. STACH NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

Gwendolyn M. Stach
Signature

NOTARY PUBLIC
Title of Officer

My Commission Expires: Sept. 21, 1991

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, $.....

Released Nov 15 Rec 1/2 530 611

Loan No. 707-3 8186857

ASSIGNMENT OF NOTE AND MORTGAGE
WITHOUT RECOURSE

KNOW ALL MEN BY THESE PRESENTS:

The Federal Land Bank of Omaha, a Corporation organized and existing under the laws of the United States, in consideration of the sum of $133248.57, to it in hand paid on Nov. 3, 1987, the receipt of which is hereby acknowledged, hereby sells, assigns, transfers, and delivers unto Production Credit Association of the Midlands all of its right, title and interest in and to that certain real estate mortgage dated December 1, 1975, made and executed by Vernon A. Mrak and Marian M. Mrak, husband and wife, covering the following described real estate in Sublette County, Wyoming, to wit:

See Attachment "A"

which real estate mortgage was recorded in the mortgage records of Sublette County, Wyoming, on December 11, 1975, in Book 27, Page 300, together with the note, debt, and obligations described in said real estate mortgage.

This assignment is made without recourse to the assignor herein.

IN WITNESS WHEREOF, The Federal Land Bank of Omaha has assigned and delivered these presents by the undersigned officers on the date and year hereinafter acknowledged.

THE FEDERAL LAND BANK OF OMAHA · CHARTERED CORPORATE SEAL · MARCH 8, 1917 · NEBRASKA-SOUTH DAKOTA-WYOMING

THE FEDERAL LAND BANK OF OMAHA

By Thomas Lehan
Thomas Lehan, Asst. Vice President

Attest: Martin M. Bohac
Martin M. Bohac, Asst. Secretary

STATE OF ~~NEBRASKA~~)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on October 26, 1987, by Thomas Lehan, Assistant Vice President of The Federal Land Bank of Omaha, a corporation organized and existing under the laws of the United States on behalf of said corporation.

GENERAL NOTARY-State of Nebraska
ARLENE JOHNSON
My Comm. Exp. Sept. 6, 1989

Arlene Johnson
Notary Public
Arlene Johnson

(The above form of acknowledgment is pursuant to Section 64-206 R.R.S. 1943 of Nebraska.)

218823

RECORDED Nov. 16 19 87 9:10 A M
IN BOOK 48 mtg PAGE 611
FEES $ 9.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary [redacted]

Attachment "A"

	SEC.	TWP.	RG.	
Lot 4; and E½ SW¼	18	32N	106	W 6th P.M.
E½ SW¼; and W½ SE¼	19			
SW¼ SW¼	29			
SE¼; and NW¼ (also described as Lots 1 and 2 and E½ NW¼); and N½ NE¼	30			
All	31			
NW¼; and N½ SW¼; and Lot 1	32			
All in		33N	106	W 6th P.M.
E½ W½ (also described as Lot 3 and SE¼ NW¼ and E½ SW¼)	1			
NW¼; and E½ SW¼; and NW¼ SW¼; and SE¼ NE¼; and SE¼ (excepting a tract conveyed to the United States of America, containing 1.17 acres, more or less, more fully described in Book 12 of Deeds, Page 391)	2			
E½ E½ (also described as Lot 1 and SE¼ NE¼ and E½ SE¼)	4			
E½ NW¼; and NE¼ (also described as Lots 1, 2, 3, and 4)	11			
W½ NW¼; and SE¼ NW¼; and NE¼ SW¼; and N½ SE¼ (also described as NW¼ SE¼ and Lot 3)	12			
W½; and SW¼ NE¼; and W½ SE¼; and Lot 4	13			
E½ (except a tract of 22.5 acres, more or less, conveyed by deed to Howard Routh, recorded in Book 6, Page 206)	14			
All in		32N	107	W 6th P.M.
SE¼ SW¼; and NE¼ SE¼; and E½ SE¼ SE¼; and W½ SW¼ SE¼; and W½ NW¼ SE¼; and N½ NE¼ NW¼ SE¼; and N½ S½ NE¼ NW¼ SE¼; and S½ SE¼ NE¼ NW¼ SE¼	23			
E½ NE¼; and SE¼; and SW¼ NW¼	25			
NW¼; and N½ SW¼; and W½ NE¼; and SE¼ NE¼; and E½ SE¼	26			
SE¼ SW¼; and SW¼ SE¼	27			
E½ W½; and SE¼; and NW¼ NE¼; and S½ NE¼	34			
W½ SW¼; and SW¼ NW¼; and E½ NE¼	35			
S½ SE¼; and NW¼ SE¼	36			
All in		33N	107	W 6th P.M.

613 Rlsd. BK 23 Rel. pg. 241 10-28-03

State of Wyoming

Mortgage

FHA Case No.
591-0481699-703

Know All Men by These Presents, That Douglas C. & JoAnne K. Powell, husband and wife

herein designated as Mortgagor, of P.O. Box 691 Pinedale, County of Sublette, State of Wyoming 82941, 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 --Eight and Three Eighths-- per centum (08.375 %) 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 --Four Hundred Eighty Nine and 25/100-- Dollars ($ 489.25), commencing on the first day of January 19 88, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December 2012, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

A tract of land located in the E½ W½ NW¼ NW¼ of Section 12, T.33N., R.109W., of the 6th Principal Meridian, and more particularly described as follows:

Beginning at the northeast corner of said E½ W½ NW¼ NW¼;

thence N.89° 28' 33"W. along the north line of said E½ W½ NW¼ NW¼, a distance of 174 feet to a point;

thence S.00° 09' 40"W. along a line parallel to the east line of said E½ W½ NW¼ NW¼, a distance of 608 feet to a point;

thence S.89° 28' 33"E. along a line parallel to the north line of said E½ W½ NW¼ NW¼, a distance of 174 feet to a point;

thence N.00° 09' 40"E. along the east line of said E½ W½ NW¼ NW¼, a distance of 608 feet to the point of beginning.

Said tract contains 2.429 acres, more or less.

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

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

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

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee 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.

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 JoAnne K. Powell wife of the said Douglas G. Powell upon the consideration aforesaid, does hereby release and forever quit claim unto the Mortgage all her rights of homestead in and to the above granted premises.

In Witness Whereof, the Mortgagor(s) ha ve hereunto set their hand(s) this 17th day of November , 19 87

In the presence of—

Jan Riley

Jan Riley

Douglas G. Powell
Douglas G. Powell

JoAnne K. Powell
JoAnne K. Powell

RECORDED Nov. 17 19 87 3:45 PM
IN BOOK 48 mtg PAGE 613
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

218844

The State of Wyoming

ss:

County of Sublette

On this 17th day of November, 19 87, before me personally appeared Douglas G. Powell and JoAnne K. Powell to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 17th day of November, A.D. 1987

[SEAL]

My commission expires 10-2-89 Jan Riley

Notary Public.

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

State of Wyoming

ss:

County of

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

County Clerk and ex officio Register of Deeds

Fee: $

By
Deputy

FHA DUE ON TRANSFER RIDER

This rider is made this 17th day of November, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed 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 Mortgage, Deed of Trust, or Security Deed and located at 166 Pole Creek Road Pinedale, Wy 82941 (property address).

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Borrower accepts and agrees to the terms contained in this rider.

Douglas G. Powell (Borrower)
Douglas G. Powell

JoAnne K. Powell (Borrower)
JoAnne K. Powell

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 17th day of November, 1987.

Douglas G. Powell
Signature

Douglas G. Powell
Printed

JoAnne K. Powell
Signature

JoAnne K. Powell
Printed

WCDA MPP FORM #209A (5/84)

619

RECORDED APR. 11 1988 AT 3:45 PM
IN BOOK 48 OF MTG. PAGE 619
FEES 4.00 MARY L. LINK COUNTY CLERK
SUBLETTE COUNTY CLERK
BY: Mary

ASSIGNMENT OF MORTGAGE

218845

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

Douglas G. Powell and JoAnne K. Powell

and appears recorded in book 48 of mortgages, beginning on page 613 in the office of the County Clerk of ~~Lincoln~~ Sublette County, Wyoming, and which covers property described as follows:

A tract of land located in the E½ W½ NW¼ NW¼ of Section 12, T.33N., R.109W., of the 6th Principal Meridian, and more particularly described as follows:

Beginning at the northeast corner of said E½ W½ NW¼ NW¼;

thence N.89° 28' 33"W. along the north line of said E½ W½ NW¼ NW¼, a distance of 174 feet to a point;

thence S.00° 09' 40"W. along a line parallel to the east line of said E½ W½ NW¼ NW¼, a distance of 608 feet to a point;

thence S.89° 28' 33"E. along a line parallel to the north line of said E½ W½ NW¼ NW¼, a distance of 174 feet to a point;

thence N.00° 09' 40"E. along the east line of said E½ W½ NW¼ NW¼, a distance of 608 feet to the point of beginning.

Said tract contains 2.429 acres, more or less.

together with the note or notes 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 the 17th day of November, 1987.

*Doing business without a corporate seal.

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 17th day of November 1987.

CLAIRE K. ABRAMS NOTARY PUBLIC Teton County State of Wyoming Commission expires July 18, 1988.

Witness My hand and official seal.
My Commission expires: 7-18-88

Claire K. Abrams

THE TITLE GU[redacted]MPANY OF WYOMING, INC.
FORM 4½ C

This Instrument Filed for Record on the
.....day of....., 19..... at.....o'clock .....M.
and Recorded in Book..... of.....
Page.....
.....
NO..... County Clerk

MORTGAGE DEED

WILLIAM MEREDITH BARNEY, JR. and ANN WELLES BARNEY

mortgagor....., of Arapahoe County, State of Colorado, to secure the payment of FOUR HUNDRED SIXTY FOUR THOUSAND FOUR HUNDRED EIGHTY AND 00/100 ---------- Dollars, due November 12, 1988 with interest thereon at the rate of 0 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable at maturity

in accordance with the provisions of that certain promissory note, dated November 12, 1987, hereby mortgage and warrant to mortgagee, The Colorado National Bank of Denver 17th & Champa Streets, Denver, Colorado 80202 of Denver County, State of Colorado, the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

*or if all or any part of the property herein described is sold or transferred without the prior written consent of mortgagee,

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 TWO HUNDRED THOUSAND ($ 200,000.00) 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 our hands this 12th day of November, 19 87.

William Meredith Barney, Jr.

Ann Welles Barney

218944

Attest Seal:

RECORDED NOV. 25 1987 12:40 P.M.
IN BOOK 48 mtg PAGE 620
FEES $ 11.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF COLORADO }
COUNTY OF ARAPAHOE } ss.

The foregoing instrument was acknowledged before me by William Meredith Barney, Jr. and Ann Welles Barney, by Marie Riley

this 12th day of November, 19 87.

Witness my hand and official seal.

My Commission expires: 1-31-90

Notary Public
Title of Officer

620 Released BK. 4 Rel. & Pg. 402

OIL CITY PRINTERS – CASPER, WYOMING

EXHIBIT "A"

Attached to and made a part of Mortgage Deed dated November 12, 1987 in the amount of $ 464,480.00 between William Meredith Barney, Jr. and Ann Welles Barney, Mortgagor and The Colorado National Bank of Denver, Mortgagee.

PARCEL 1:

TOWNSHIP 29 NORTH, RANGE 111 WEST OF THE 6th P.M., SUBLETTE COUNTY, WYOMING

Section 2: Lots 1, 2, 3, 4, 7, 8 and 9;
Section 3: Lots 1, 2, 3, 4 and 5;
Section 4: Lots 1, 2, 3, 4, 5, 7 and 8, SW¼NE¼, S½NW¼, N½SW¼, SW¼SW¼;
Section 5: Lots 1, 2, 3 and 4, S½N½, S½ (All of Section);
Section 6: That part of the E½SE¼ lying easterly and northerly of the northeasterly right-of-way line of Highway 189 as the same is recorded in the Office of the Wyoming State Highway Department;
Section 8: E½, NW¼, E½SW¼ EXCEPTING from said Section 8 those parts of the W½NW¼ conveyed to the United States of America, and its assigns in Warranty Deed recorded June 8, 1964 in Book 12 of Deeds, page 284 and in Warranty Deed recorded December 3, 1979 in Book 21 of Deeds, page 366; AND EXCEPTING from said Section 8 that part of the SW¼NW¼ included within the Gopher Ridge Industrial Park Subdivision recorded August 3, 1982 in Book 40 of Misc., page 579; AND EXCEPTING, ALSO, from said Section 8 that part of the NE¼SW¼ included within the conveyance to Robert G. Daniels in Warranty Deed recorded November 4, 1983 in Book 24 of Deeds, page 553;
Section 9: Lots 2, 3, 5 and 8, W½NW¼, N½SW¼, SW¼SW¼;

TOWNSHIP 30 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 32: S½NE¼SE¼, SE¼SE¼;
Section 33: NE¼NW¼SW¼, S½NW¼SW¼, SW¼SW¼, E½SW¼, SE¼;
Section 34: S½;
Section 35: NW¼SW¼, S½SW¼;

PARCEL 2:

TOWNSHIP 28 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 5: Lots 2 and 3, S½NW¼, W½SW¼;
Section 6: Lots 9 and 10, S½NE¼, SE¼, SE¼SW¼;
Section 7: Lots 1, 2, 3 and 4, E½W½, E½ (All of Section);
Section 18: Lots 1, 2, 3 and 4, E½W½, N½NE¼, W½SE¼NE¼, N½NE¼SE¼NE¼, SW¼NE¼;
Section 19: Lot 1, NW¼NE¼NW¼;

TOWNSHIP 28 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 1: Lots 14, 15 and 16;
Section 12: Lots 1, 2, 3, 6, 7, 8, 9, 10, 13 and 14;
Section 13: Lots 1, 2, 5, 6, 7, 8, 9, 12 and 13, SW¼SE¼;
Section 24: Lots 1, 2, 3, 7, 8, 9, 11 and 12, SE¼SW¼, SW¼SE¼;
Section 25: Lots 2 and 5, W½ of Lot 1, N½NW¼, SE¼NW¼, NW¼NE¼, N½SW¼NE¼, SW¼SW¼NE¼, N½NE¼SW¼, SW¼NE¼SW¼;
Section 26: Lots 1 and 7;

TOWNSHIP 29 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 3: Lots 7, 8, 9, 10, 11, 12, 13, 14 and 16, NE¼SE¼;
Section 4: Lot 6;
Section 9: Lots 1, 4, 6 and 7, SE¼NE¼;
Section 33: SE¼SE¼;
Section 34: W½SW¼.

TOGETHER WITH all water and water rights, ditch and ditch rights, wells and well rights, reservoir and reservoir rights appurtenant thereto now owned by the Grantor.

WEB.

WEB

[redacted] [redacted] [redacted]

THE TITLE GUARANTY COMPANY OF WYOMING, INC.
FORM 4½ C

This Instrument Filed for Record on the
.....day of....., 19..... at .... o'clock .....M.
and Recorded in Book ..... of .....
Page .....
NO..... County Clerk

MORTGAGE DEED

WILLIAM MEREDITH BARNEY, JR. and ANN WELLES BARNEY

mortgagor ....., of Arapahoe County, State of Colorado, to secure the payment of TWO HUNDRED FIFTY ONE THOUSAND NINE HUNDRED SIXTY FIVE and 00/100 Dollars, due November 12, 1998 with interest thereon at the rate of ~~xxxxx percent per year~~ as stated in promissory note (said sum, and the interest thereon, being referred to as the "indebtedness"), payable

in accordance with the provisions of that certain promissory note, dated November 12, 1987, hereby mortgage and warrant to mortgagee, The Colorado National Bank of Denver 17th & Champa Streets, Denver, Colorado 80202 of Denver County, State of Colorado the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

*or if all or any part of the property herein described is sold or transferred without prior written consent of mortgagee,

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 TWO HUNDRED THOUSAND ($200,000.00) 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 our hand s this day of November 12, 1987

William Meredith Barney, Jr.

Ann Welles Barney

218945

Attest Seal:

RECORDED Nov. 25 19 87 1:45 P M
IN BOOK 48 mtg PAGE 622
FEES $ 8.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marc Riley

STATE OF Colorado
COUNTY OF Denver } ss.

The foregoing instrument was acknowledged before me by William Meredith Barney, Jr. and Ann Welles Barney

this 12th day of November, 1987

Witness my hand and official seal.

My Commission expires: 1-31-90

Notary Public

Title of Officer

622 Released: Book 16 Pg 217

OIL CITY PRINTERS -- CASPER, WYOMING

EXHIBIT "A"

Attached to and made a part of Mortgage Deed dated November 12, 1987 in the amount of $251,965.00 between William Meredith Barney, Jr. and Ann Welles Barney, Mortgagor and The Colorado National Bank of Denver, Mortgagee.

TOWNSHIP 28 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 5: Lots 2 and 3, S½NW¼, W½SW¼;
Section 6: Lots 9 and 10, S½NE¼, SE¼, SE¼SW¼;
Section 7: Lots 1, 2, 3 and 4, E½W½, E½ (All of Section);
Section 18: Lots 1, 2, 3 and 4, E½W½, N½NE¼, W½SE¼NE¼, N½NE¼SE¼NE¼, SW¼NE¼;
Section 19: Lot 1, NW¼NE¼NW¼;

TOWNSHIP 28 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 1: Lots 14, 15 and 16;
Section 12: Lots 1, 2, 3, 6, 7, 8, 9, 10, 13 and 14;
Section 13: Lots 1, 2, 5, 6, 7, 8, 9, 12 and 13, SW¼SE¼;
Section 24: Lots 1, 2, 3, 7, 8, 9, 11 and 12, SE¼SW¼, SW¼SE¼;
Section 25: Lots 2 and 5, W½ of Lot 1, N½NW¼, SE¼NW¼, NW¼NE¼, N½SW¼NE,, SW¼SW¼NE¼, N½NE¼SW¼, SW¼NE¼SW¼;
Section 26: Lots 1 and 7;

TOWNSHIP 29 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 3: Lots 7, 8, 9, 10, 11, 12, 13, 14 and 16, NE¼SE¼;
Section 4: Lot 6;
Section 9: Lots 1, 4, 6 and 7, SE¼NE¼;
Section 33: SE¼SE¼;
Section 34: W½SW¼.

TOGETHER WITH all water and water rights, ditch and ditch rights, well and well rights, reservoir and reservoir rights appurtenant thereto now owned by the Grantor.

wmb.

[redacted] [redacted] [redacted]

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 20th day of November ,

19 87 , Gilbert Hash, a single man who,

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

1005 Piney Drive, Big Piney, WY 83113

hereby MORTGAGES

to MORTGAGEE, namely: First Wyoming Bank - Kemmerer
801 Pine Ave
whose address is Kemmerer, WY 83101

with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit: Lot 9 and Portion of Lot 8 shown as follows: Commencing at the most Easterly corner of Lot 8, Guio Subdivision, said subdivision being within the Town of Big Piney, Sublette County, Wyoming, and running thence Northerly along the Easterly lot line 160.5 feet; thence North 82°40' West 7Inches; thence in a Southerly direction parallel and equal distance from the East property line of Lot 8, Guio Subdivision, to a point which is North 82°40' West 7 Inches from the Southeast corner of said Lot 8, Guio Subdivision, and running thence South 82°40' east 7Inches to the point of beginning.

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 Eight Thousand Seven Hundred Eighty and no/100---------- DOLLARS

($ 78,780.00) with interest at the rate of—Ten & ½- per centum (10½ %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest

being payable in monthly installments of ---Seven Hundred Twenty and 84/100---------- DOLLARS

($ 720.84), commencing on the 1st day of January , 19 88 , and continuing on the 1st day of each month thereafter until said note is fully paid, except that, if not sooner paid, the final payment, of principal and interest shall be due and payable on the 1st day of December ,

2017 . 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.

624 assigned BK. 43 mtg & Pg 742

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

Gilbert Hash
Mortgagor

Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Lincoln)

On this 20th day of November, 1987, before me personally appeared Gilbert Hash, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public

My commission expires on the ~~20th~~ 16th day of January, 1990.

WILLIAM R. JAMES
NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
My Commission Expires January 16, 1990

218947

RECORDED Nov. 25 19 87 1:30 PM
IN BOOK 48 mtg PAGE 624
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That First Wyoming Bank - Kemmerer, an association organized and doing business under the laws of the United States of America, and having its principal office at 801 Pine Ave, Kemmerer, Wyoming 83101, in said State, Party of the First Part, in pursuance of a resolution of the directors of said company, and in consideration of the sum of--Seventy Eight Thousand Seven Hundred Eighty and no/100---------- Dollars to it in hand paid by First Wyoming Bank - 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 20th day of November, in the year One Thousand Nine Hundred and Eighty Seven in Bk 48 of Mtgs @ Pg. 624 made by Gilbert Hash, a single man in favor of First Wyoming Bank - Kemmerer and conveying the following described property:

Lot 9 and Portion of Lot 8 shown as follows: Commencing at the most Easterly corner of Lot 8, Guio Subdivision, said subdivision being within the Town of Big Piney, Sublette County, Wyoming, and running thence Northerly along the Easterly lot line 160.5 feet; thence North 82°40' West 7 Inches; thence in a Southerly direction parallel and equal distance from the East property line of Lot 8, Guio Subdivision, to a point which is North 82°40' West 7 Inches from the Southeast corner of said Lot 8, Guio Subdivision, and running thence South 82°40' east 7 Inches to the point of beginning.

218948

RECORDED Nov. 25 1987 1:30 PM
IN BOOK 48 mtg PAGE 626
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

and which said Mortgage was recorded in the office of the County Clerk and Ex-officio Register of Deeds in Said County of _____ on the _____ day of _____, in the year 19 ____, in Book _____ of Mortgages, at Page _____, 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 23rd day of November, 19 87.

FIRST WYOMING BANK - KEMMERER
- CORPORATE SEAL -
STATE OF WYOMING

First Wyoming Bank - Kemmerer

By: William R. James
William R. James, Vice President

ATTEST:
Mae Jean Julian
Mae Jean Julian, Vice President

THE STATE OF WYOMING)
) ss
COUNTY OF Lincoln)

On this 23rd day of November, 19 87, 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 - 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 23rd day of November, 19 87.

Judy Julian
County of Lincoln
My Commission Expires
Notary Public
State of
Wyoming
Sept. 30, 1991

Judy Julian
Notary Public

My Commission Expires: Sept 30 1991

REL - 101A (2-78)

627

WHEN RECORDED, MAIL TO:

218956

David L. Peterson

12902 South 1975 West

Riverton, Utah

RECORDED Nov. 30 1987 11:15 AM
IN BOOK 48 mtg PAGE 627
FEES 4.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: marc Riley

Space Above This Line for Recorder's Use

Trust Deed

THIS TRUST DEED is made this day of February 17 ,19 87 ,

between David L. Peterson and Betty B. Peterson , as Trustor,

whose address is 12902 South 1975 West (Street and Number) Riverton, (City) Utah (State)

Gaurdian title Company of Utah, a Utah Corporation , as Trustee,* and

Steven D. Tollstrup, an individual , as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in County, Utah:

Lot Twenty-Seven (27), Redstone Warren Bridge Subdivision as the same appears of record on the official plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming together with all improvements and appurtenances thereunto appertaining, all water rights and water, ditches and ditch rights thereunto appertaining; SUBJECT TO: reservations and restrictions contained in United States patents and to easements and rights of way of record or in use; to Protective Covenants filed with the plat; and to water assessments.
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. NO PROPOSED DOMESTIC WATER SOURCE.
NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of $ 4,000.00 :::::, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

David L. Peterson

Betty B. Peterson

Steven D. Tollstrup

STATE OF UTAH }
} ss.
COUNTY OF }

On the 17 day of Feb , 19 87 , personally appeared before me , the signer.... of the foregoing instrument, who duly acknowledged to me that ...he.... executed the same.

Notary Public

My Commission Expires: Jan 18 1987 Residing at: 4920 So Star

*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah.

Utah Title and Abstract Company

Sa[redacted]6-7533 Tooele 882-3511 Sevi[redacted]996-5418 Summit 336-5679 Zenith 864 Weber 399-3373

MORTGAGE

This mortgage made the 23RD day of NOVEMBER, 1987, between Robert W. Abbey, a single man, as the MORTGAGOR, and Mary Ann Tapp, individually and as Personal Representative of the Estate of Kathryn Rae Tapp, deceased, as the MORTGAGEE.

WITNESSETH, that to secure the payment of an indebtedness in the sum of ELEVEN THOUSAND DOLLARS ($11,000.00), together with interest thereon at the rate of nine and one-half percent (9-1/2%) per annum, payable in 120 equal monthly installments of principal and interest in the amount of ONE HUNDRED FORTY-TWO DOLLARS AND THIRTY-FOUR CENTS ($142.34) each, the first of such installments being due and payable on the 10TH day of DECEMBER, 1987, with like installments being due and payable on the same day of each month thereafter until the entire remaining principal balance due, together with all accrued and unpaid interest and costs, shall have been paid in full, with all payments to be credited first to interest to the date paid and the balance, if any, to be credited against principal, all as evidenced by a Promissory Note of even date herewith, the Mortgagor hereby mortgages to the Mortgagee the following described real estate, situated in the County of Teton, State of Wyoming, to-wit:

218972

RECORDED Nov. 30 19 87 2:45 P.M.
IN BOOK 48 PAGE 628
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

The E1/2 of Tract 11 and all of Tract 12, Sheet 12, Hoback Ranches, Sublette County, Wyoming, according to that plat filed in the Office of the Sublette County Clerk.

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, encumbrances, rights and rights-of-way of sight and/or record.

And the Mortgagor covenants with the Mortgagee as follows:

1. PAYMENT. That the Mortgagor will pay the indebtedness as hereinabove provided.

2. PREPAYMENTS. The Mortgagor shall have the privilege of paying any principal sum or sums plus accrued interest, in addition to the payments herein required, at any time without premium or penalty of any kind, and it is understood and agreed that any such prepayment shall be credited first to interest and the balance to principal in the inverse order of when due.

Rlsd. BC 18 pg 681 12/12/97

3. DEFAULT. That the whole of said principal sum and interest shall become due at the option of the Mortgagee: After default in the payment of any installment of principal or of interest and failure to cure such default within twenty (20) days of written notice thereof; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty (30) days after notice and demand; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt as hereinafter provided. An assessment which has been made payable in installments at the application of the Mortgagor or lessee of the premises shall nevertheless, for the purpose of this paragraph, be deemed due and payable in its entirety on the day the first installment becomes due and payable or a lien.

4. RECEIVER. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

5. TAXES, ETC. That the Mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof the Mortgagee may pay the same.

6. STATEMENT. That the Mortgagor, within ten (10) days upon request in person or within thirty (30) days upon request by mail, will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.

7. NOTICE. All notices shall be sent by certified mail, shall be deemed given when mailed, and shall be addressed as follows or at such other place as may be designated by either party from time to time in writing in the same manner as provided herein:

Mortgagor: Robert W. Abbey
43 Donald Drive
Orinda, CA 94563

Mortgagee: Mary Ann Tapp
P. O. Box 270
Jackson, WY 83001

8. WARRANTY. That the Mortgagor warrants the title to the premises.

9. FORECLOSURE. That in case of a foreclosure sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel. In the event of default or acceleration as herein provided, the Mortgagee may proceed, pursuant to the laws of the State of Wyoming by judicial foreclosure or advertisement and sale, to foreclose on and sell said property, and out of the proceeds of such sale shall pay all sums due hereunder.

10. POSSESSION. In the event of default by Mortgagor, the Mortgagee is entitled to possession of the property during the pendancy of any foreclosure proceedings and during any period of redemption, if applicable, under the statutes of the State of Wyoming.

11. LITIGATION EXPENSES. That if any action or proceeding be commenced, to which action or proceeding the Mortgagee is made a party, or in which it becomes necessary to initiate foreclosure proceedings, all sums paid by the Mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage or to foreclose this mortgage (including reasonable attorney's fees), shall be paid by the Mortgagor, together with interest thereon at the rate of fifteen percent (15%) per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage.

12. ASSIGNMENT OF RENTS. That the Mortgagor hereby assigns to the Mortgagee the rents, issues and profits, if any, of the premises as further security for the payment of said indebtedness, and the Mortgagor grants to the Mortgagee the right to enter upon the premises or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this mortgage is paid.

The Mortgagee hereby waives the right to enter upon said premises for the purpose of collecting said rents, issues and profits, and the Mortgagor shall be entitled to collect and receive said rents, issues and profits until default under any of the covenants, conditions or agreements contained in this mortgage, and agree to use such rents, issues and profits in payment of principal and interest becoming due on this mortgage and in payment of taxes, assessments, sewer rents, water rates and carrying charges becoming due against said premises, but such right of the Mortgagor may be revoked by the Mortgagee upon any default, on five (5) days' written notice. The Mortgagor, in event of default under this mortgage, will pay monthly in advance to the Mortgagee, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the Mortgagor, and upon default in any such payment will vacate and surrender the possession of said premises to the Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings.

13. ACCELERATION. That the whole of said principal sum and the interest shall become due at the option of the Mortgagee:

(a) Upon default as hereinabove provided.

(b) After failure to exhibit to the Mortgagee, within thirty (30) days after demand, receipts showing payment of all taxes, water rates, sewer rents and assessments; or

(c) After the assignment of the rents of the premises or any part thereof without the written consent of the Mortgagee; or

(d) If the Mortgagor fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this mortgage; or

(e) After failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof.

(f) Upon sale of the property without consent as herein provided.

(g) Anything in this mortgage contained to the contrary notwithstanding, if it shall be necessary for Mortgagee or Mortgagee's agent to notify Mortgagor in writing of default under this contract for failure to make the required payments in a timely manner four times during any twelve-month period, then the Mortgagee shall not be obligated to provide any further notice of default and the mortgage will, at the option of Mortgagee, be in default and the Mortgagee shall have all remedies available to them as set forth herein.

14. SALE OF PROPERTY. That if the property subject to this mortgage shall be conveyed or assigned by the Mortgagor to any other party, then unless the Mortgagee shall in writing accept the written undertaking of the purchaser to assume and discharge all obligations of this mortgage, all of the mortgage indebtedness hereby secured shall at once become due and payable, at the option of the Mortgagee, (any provision or terms hereof to the contrary notwithstanding), and delay or failure on the part of the Mortgagee to demand payment shall not prejudice the Mortgagee's right thereto.

15. MISCELLANEOUS. This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind the Mortgagor, the heirs, successors and assigns of the Mortgagor, and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall inure to the benefit of the Mortgagee, the personal representatives, successors and assigns of the Mortgagee, and all subsequent holders of this mortgage. The word "Mortgagor" shall be construed as if it read "Mortgagors" and the word "Mortgagee" shall be construed as if it read "Mortgagees" whenever the sense of this mortgage so requires.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor, hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Robert W. Abbey

Robert W. Abbey

STATE OF California)
) ss.
COUNTY OF Contra Costa)

The foregoing instrument was acknowledged before me by Robert W. Abbey this 23rd day of November, 1987.

Witness my hand and official seal.

Samuel C. Vaughn

Notary Public

My Commission Expires:
December 18, 1987

OFFICIAL SEAL
SAMUEL C VAUGHN
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My comm. expires DEC 18, 1987

633 Rlsd BK 19 Rel pg 388 11-10-98

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 30, 19 87. The mortgagor is RICHARD A. KRIEST AND RUTH H. KRIEST AS JOINT TENANTS ("Borrower"). This Security Instrument is given to FIRST WYOMING BANK - BIG PINEY, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 440 BUDD AVENUE, BIG PINEY, WY 83113 ("Lender"). Borrower owes Lender the principal sum of THIRTY NINE THOUSAND AND NO/100 ********** Dollars (U.S. $ 39,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2002. 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, SHADOW BROOK SUBDIVISION, SUBLETTE COUNTY, WYOMING.

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

218983

RECORDED Dec. 1 1987 3:10 PM
IN BOOK 48 mtg PAGE 633
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marc Riley

which has the address of 367 NORTH FALER AVENUE [Street], PINEDALE [City],
Wyoming 82941 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

[redacted] [redacted] [redacted]

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as a 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 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 convenants 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 reinst[redacted] not apply in the case of acceleration und[redacted]graphs 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.

X Richard A. Kriest (Seal)
RICHARD A. KRIEST —Borrower

X Ruth H. Kriest (Seal)
RUTH H. KRIEST —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING SUBLETTE County ss:

The foregoing instrument was acknowledged before me this November 30, 1987 (date) by RICHARD A. KRIEST AND RUTH H. KRIEST (person acknowledging)

My Commission expires: December 1, 1990

Judy A. Babcock
Notary Public

Judy A. Babcock - Notary Public
County of Sublette State of Wyoming
My Commission Expires December 1, 1990

637 Released Bk. 14 Rel. @ 19-437

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GRANT BECK and ABIGAIL BECK, husband and wife,

mortgagor S, of Box 251 Pinedale, Sublette County, State of Wyoming, to secure the payment of Eighteen Thousand and NO/100 ($18,000.00) - - - - - - - - - - - - - - - - Dollars, due 10/1/88 with interest from 10/1/87 at the rate of twelve (12%) per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, Principal amount of $18,000.00 together with interest thereon at the rate of 12% per annum due and payable in full on 10/1/88; interest shall accrue from 10/1/87, 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 Wyoming, in the State of Wyoming, to-wit:

A tract of land described as follows:
Township 33 North, Range 108 West of the 6th P.M., Sublette County, Wyoming;

Section 19: Lots One (1) and Two (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: $E\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}NE\frac{1}{4}$

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

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

218984
RECORDED December 1, 1987 4:20 P M
IN BOOK 48 MTG PAGE 637
FEES 6.00 Mary Lou Hansen COUNTY CLERK
SUBLETTE COUNTY CLERK
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 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 18th day of Nov. A. D. 1987.

In the presence of

Grant Beck
GRANT BECK

Abigail Beck
ABIGAIL BECK

State of MISSOURI
County of MORGAN } ss.

The foregoing instrument was acknowledged before me by GRANT BECK, ABIGAIL BECKNER VARNER, _____, _____, this 18th day of NOV., 1987.

Witness my hand and official seal.

Alma L. Varner
Signature
NOTARY PUBLIC
Title of Officer

My Commission Expires: May 22-1988

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, $

639 Recorded BK 17 Misc. pg 83

State of Wyoming

Mortgage

FHA Case No.
591-0476667-703

Know All Men by These Presents, That Jerry C. Lopez and Marie B. Lopez, husband and wife

herein designated as Mortgagor, of P.O. Box 110, Daniel, State of Wyoming 83115, County of Sublette, to secure the payment of the principal sum of --Thirty Three Thousand Three Hundred and No/100-- Dollars ($ 33,300.00), 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 --Three Hundred Sixty Eight and 10/100-- Dollars ($ 368.10), commencing on the first day of January 19 88, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December 2002, 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 N/2SW/4 of Section 29, T.34N., R.110W., 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at a point, on the south right-of-way line of U.S. Highway 191, said point bears S.72°04'E., a distance of 816.05 feet from the quarter corner between Sections 29 and 30; thence from said point of beginning, S.86°34'E., along the south right-of-way line of U.S. Highway 191, a distance of 594.19 feet; thence, S.00°04'E., a distance of 349.08 feet; thence, S.89°56'W., a distance of 593.08 feet; thence, N.00°04'W., a distance of 385.39 feet to the point of beginning.

218009

RECORDED Dec. 2 1987 2:10 P M.
IN BOOK 48 mtg PAGE 639
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

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 part on any installment due date.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by 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

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee when the ineligibility for insurance under the

640

National Housing Act is due to the Mortgagee'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 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 Marie B. Lopez wife of the said Jerry C. Lopez 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 25th day of November , 19 87

In the presence of—

Jan Riley

Jerry C. Lopez

Jan Riley

Marie B. Lopez

The State of Wyoming

ss:

County of Sublette

On this 25th day of November, 19 87, before me personally appeared Jerry C. Lopez and Marie B. Lopez to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so separate and apart.

Given under my hand and notarial seal, this 25th day of November, A.D. 1987

[SEAL]

My commission expires 10-2-89

Jan Riley

Notary Public.

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

State of Wyoming

County of

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

County Clerk and ex officio Register of Deeds

Fee: $

By

Deputy

642

FHA DUE ON TRANSFER RIDER

This rider is made this 25th day of November, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed 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 Mortgage, Deed of Trust, or Security Deed and located at 10727 U.S. Highway 191 Pinedale, Wy 82941 (property address)

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Borrower accepts and agrees to the terms contained in this rider.

Jerry C. Lopez
(Borrower)
Jerry C. Lopez

Marie B. Lopez
(Borrower)
Marie B. Lopez

[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 _____

Jerry C. Lopez and Marie B. Lopez

and appears recorded in book 48 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:

A Tract of land located in the N/2SW/4 of Section 29, T.34N., R.110W., 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Beginning at a point, on the south right-of-way line of U.S. Highway 191, said point bears S.72°04'E., a distance of 816.05 feet from the quarter corner between Sections 29 and 30; thence from said point of beginning, S.86°34'E., along the south right-of-way line of U.S. Highway 191, a distance of 594.19 feet; thence, S.00°04'E., a distance of 349.08 feet; thence, S.89°56'W., a distance of 593.08 feet; thence, N.00°04'W., a distance of 385.39 feet to the point of beginning.

219010

RECORDED Dec. 2 1987 2:10 PM
IN BOOK 48 mtg PAGE 644
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

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 November, 1987.

*Doing business without a corporate seal.

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 25th day of November 1987.

Witness My hand and official seal.
My Commission expires: 7-13-88

_____

645

Released Book 16, page 33.

Position 5

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

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by IRIS B. COURTIER, a single person

residing in SUBLETTE County, Wyoming, whose post office address is P. O. BOX 1251 PINEDALE, Wyoming 82941, herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601 and

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
12/2/87	$49,000.00	10.0%	12/2/2020

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

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

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

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

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

County(ies) of SUBLETTE:

Lot 3, Block 2, Redstone Fourth Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears on the official plat thereof, filed in the Office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming; TOGETHER WITH ALL improvements and appurtenances thereunto appertaining; SUBJECT TO: reservations and restrictions contained in 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: Redstone Fourth Addition to the Town of Pinedale Protective Covenants recorded in the office of the County Clerk on 12/4/82 in Book 41 of Miscellaneous, page 279.

RECORDED Dec. 2 1987 4:00 P.M.
IN BOOK 48 mtg PAGE 645
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

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

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

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

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

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

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

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 2nd day of December, 19 87.

Iris B. Courtier

Iris B. Courtier

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by Iris B. Courtier

, , this 2nd day of December, 19 87.

Witness my hand and official seal.

Edwin R. Adams
Notary Public

(SEAL)

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

My commission expires: July 28, 1988

GPO 1-83 677-359

MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PROCEEDS, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

AEJH 1987 LIMITED PARTNERSHIP

TO

JOHN C. ALE, TRUSTEE

FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE
with respect only to property located in Nebraska

SUNWEST BANK OF ALBUQUERQUE, N.A., TRUSTEE
with respect only to property located in New Mexico

AND

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

DATED AS OF MAY 31, 1987

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THIS INSTRUMENT SECURES 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 RESPECTIVE COUNTY RECORDERS FOR THE COUNTIES INDICATED IN EXHIBIT A. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE DESCRIBED IN EXHIBIT A."

"A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE."

218029

RECORDED Dec. 4 1987 9:30 AM
IN BOOK 48 Mtg PAGE 649
FEES $ 75.50 Mark Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

THIS DOCUMENT WHEN RECORDED
AND/OR FILED SHOULD BE
RETURNED TO:

Alexander Energy Corporation
Triad Center
501 Northwest Expressway, Suite 600
Oklahoma City, Oklahoma 73118-6037
ATTN: Mr. Roger Alexander

rdc/han-02.doc
100687

[redacted] [redacted] [redacted]

MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PROCEEDS, SECURITY AGREEMENT AND FINANCING STATEMENT

This Mortgage, Deed of Trust, Assignment of Proceeds, Security Agreement and Financing Statement is entered into by and among the undersigned AEJH 1987 LIMITED PARTNERSHIP (herein called "Mortgagor"), a Delaware limited partnership, whose address is 600 Triad Center, 501 Northwest Expressway, Oklahoma City, Oklahoma 73118, JOHN C. ALE, Trustee, whose address is 3300 First City Tower, Houston, Texas 77002-6760, First American Title Insurance Company, Trustee with respect only to property located in Nebraska, whose address is 700 Grain Exchange Building, 1905 Harney Street, Omaha, Nebraska 68102, and Sunwest Bank of Albuquerque, N.A., Trustee with respect only to property located in New Mexico, whose address is 110 2nd Street, Real Estate Contract Dept., Albuquerque, New Mexico 87102, (herein called "Trustee"), and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY (herein called "Mortgagee"), a Massachusetts corporation, whose address is John Hancock Place, P. O. Box 111, Boston, Massachusetts 02117.

The parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 Defined Terms. For the purposes of this instrument:

(a) "Collateral" includes Fixture Collateral, Personalty Collateral and Realty Collateral as hereinafter defined.

(b) "Dollars" means lawful money of the United States of America.

(c) "Effective Date" means May 31, 1987.

(d) "Fixture Collateral" means all of Mortgagor's interest in and to all Operating Equipment which is or becomes so related to the Oil and Gas Property or any part thereof that an interest in the Operating Equipment arises under the real property law of the State in which it is situated.

(e) "Hydrocarbons" means oil, gas and other liquid or gaseous hydrocarbons.

(f) "Obligations" means the aggregate of:

(i) That certain Secured Note (the "Note") dated August 1, 1984, but amended as of April 28, 1987, by that certain Amendment and Assumption Agreement, dated as of April 28, 1987 entered into by and among Mortgagor, Mortgagee and Dietrich (as defined below), due December 31, 1993, executed by DIETRICH RESOURCES CORPORATION, a Delaware corporation ("Dietrich"), the obligations under which were assumed by Mortgagor pursuant to said Amendment and Assumption Agreement, payable to the order of Mortgagee in the principal face amount of Three Million One Hundred Fifty Thousand and No 100ths Dollars ($3,150,000), originally executed and delivered pursuant to that certain Note Purchase Agreement dated August 1, 1984, by and between Dietrich

and Mortgagee (the "Note Purchase Agreement"), which Note was executed in rearrangement and extension of that certain promissory note (the "Citibank Note") dated June 15, 1983, executed by Mortgagor and payable to the order of Citibank, N.A., in the principal face amount of $7,350,000, which Citibank Note was assigned to Mortgagee;

(ii) All sums advanced and costs and expenses incurred by Trustee or Mortgagee, for the maintenance and preservation of the security for the Obligations, whether such advances, costs or expenses shall have been made and incurred at the request of Mortgagor, Mortgagee or Trustee; and

(iii) Any and all extensions and renewals of, substitutions for, or modifications or amendments of any of the foregoing Obligations or any part thereof.

provided that the total amount of future advances shall not exceed the sum of Ten Million and NO 100ths Dollars ($10,000,000) and provided further that the total obligations secured hereby shall not exceed the sum of Fifteen Million and NO 100ths Dollars ($15,000,000).

(g) "Oil and Gas Property" means the oil and gas leasehold interests and estates and other interests of Mortgagor in the lands described in Exhibit A attached hereto and made a part hereof, whether now owned or hereafter acquired, by operation of law or otherwise, together with all of Mortgagor's interests of any nature whatsoever now or hereafter incident or appurtenant thereto, including, but not limited to, fee mineral and surface interests in said lands, royalty interests therein, all unsevered and unextracted Hydrocarbons in, under or attributable to Mortgagor's interests in said lands, oil and gas (or oil, gas and mineral) leases, subleases, farmout agreements, other participation agreements of any kind, royalties, overriding royalties, net profits interests, production payments and similar interests, and all of Mortgagor's interests in rights-of-way, surface leases, and easements affecting the foregoing interests of Mortgagor or useful or appropriate in drilling for, producing, processing, treating, handling, storing, transporting or marketing Hydrocarbons therefrom.

(h) "Operating Equipment" means all surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature and any replacements thereof, substitutions therefor or accessions thereto, now or hereafter located in, on or under, affixed or attributable to or obtained or used in connection with any of the Oil and Gas Property or any portion thereof or interest therein, including, without limiting the generality of the foregoing, goods which are or are to become fixtures on the Oil and Gas Property, oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumps, pumping units and engines, Christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering, treatment, compression and transmission), chemicals, solutions, water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and controllers, valves, meters, measuring devices, machine shops, tools, storage yards and equipment stored therein, buildings and camps, plans, drawings, specifications,

surveys, engineering studies and reports, warranties and guarantees of manufacturers and others, telegraph, telephone and other communication systems, roads, loading docks, shipping facilities and building and construction materials.

(i) "Personalty Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to:

(i) all Operating Equipment, all Hydrocarbons extracted from or attributable to the Oil and Gas Property, all Production Sales Contracts and all accounts, contract rights and general intangibles now existing or hereafter arising in connection with the exploration or drilling for, production, processing, treatment, storage, transportation, manufacture or sale of Hydrocarbons from the Oil and Gas Property, and

(ii) personal property, moveable and immovable, tangible or intangible, of whatsoever nature and kind, wherever located, including, without limitation, all accounts, contract rights, general intangibles, Hydrocarbons, equipment, inventory, goods, chattel paper, permits, authorizations, seismic or other data, title information, title abstracts and maps, now owned or existing or hereafter acquired of arising in connection with the conduct by Mortgagor or any activity other than the exploration for, production, processing, treatment, storage, transportation, manufacture, or sale of Hydrocarbons from the Oil and Gas Property.

(j) "Proceeds" includes whatever is received upon the sale, exchange, collection or other disposition of the Collateral and insurance payable or damages or other payments by reason of loss or damage to the Collateral.

(k) "Production Sales Contract" means all contracts now in effect or hereafter entered into by Mortgagor or Mortgagor's predecessors in title for the sale, purchase, exchange or processing of Hydrocarbons extracted from or attributable to the Oil and Gas Property.

(l) "Realty Collateral" means all of Mortgagor's interest in and to the Oil and Gas Property, including, but not limited to, the interests of Mortgagor described or specified in Exhibit A hereto.

(m) "Subsidiary" means any corporation or other entity at least a majority of the outstanding voting shares of which is at the time legally or beneficially owned (either alone or through Subsidiaries or together with Subsidiaries) by Mortgagor or another Subsidiary.

ARTICLE 2 - CREATION OF SECURITY

2.01 Grant. In consideration of Mortgagee's extending the funds or credit constituting the Obligations, and in consideration of the mutual covenants contained herein, and for the purpose of securing payment of the Obligations, Mortgagor hereby grants, bargains, sells, mortgages, assigns, transfers and conveys the Collateral to Trustee, with power of sale, for the benefit of Mortgagee; to have and to hold the Collateral, together with all and singular the rights, privileges, contracts, and appurtenances now or hereafter at any time before the foreclosure or release hereof, in any way appurtaining or belonging

thereto, unto Trustee and to his substitutes or successors, forever, in trust, upon the terms and conditions herein set forth; and Mortgagor hereby binds and obligates Mortgagor and Mortgagor's successors and assigns, to warrant and to defend, all and singular, title to the Collateral unto Trustee, his substitutes or successors, forever, against the claims of any and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Mortgagor, but not otherwise.

2.02 Creation of Security Interest. In addition to the grant contained in Section 2.01, and for the same consideration and purpose, Mortgagor hereby grants to Trustee, for the use and benefit of Mortgagee, a security interest in all Personalty Collateral and Fixture Collateral, now owned or hereafter acquired by Mortgagor, and in all Proceeds. Without limiting the foregoing provisions of this Section 2.02, Mortgagor stipulates that the grant made by this Section 2.02 includes a grant of a security interest in Hydrocarbons extracted from or attributable to the Realty Collateral and in the Proceeds resulting from sale of such Hydrocarbons (including, but not limited to, sales at the wellhead), such security interest to attach to such Hydrocarbons as extracted and to the accounts resulting from such sales.

2.03 Proceeds. The security interest of Mortgagee hereunder in the Proceeds shall not be construed to mean that Mortgagee consents to the sale or other disposition of any part of the Collateral other than Hydrocarbons extracted from or attributable to the Oil and Gas Property and sold in the ordinary course of business.

2.04 Substitution of Mortgagee for Trustee. This instrument shall be effective, at the Mortgagee's option and as allowed by applicable law, as a mortgage as well as a deed of trust, and every grant herein to Trustee of interests, powers, rights and remedies shall likewise be a grant of the same interests, powers, rights and remedies to Mortgagee, as mortgagee.

ARTICLE 3 - ASSIGNMENT OF PRODUCTION

3.01 Assignment. As further security for payment of the Obligations, Mortgagor hereby transfers, assigns, and conveys to Mortgagee all Hydrocarbons (and the Proceeds therefrom) which are extracted from or attributable to the Oil and Gas Property beginning at 7:00 a.m., local time, on the Effective Date. All parties producing, purchasing and receiving such Hydrocarbons or the Proceeds therefrom are authorized and directed to treat Mortgagee as the person entitled in Mortgagor's place and stead to receive the same; and further, those parties will be fully protected in so treating Mortgagee and will be under no obligation to see to the application by Mortgagee of any Proceeds received by it. In this connection, Mortgagor has notified Mortgagee of the names and addresses of all parties presently purchasing such Hydrocarbons and Mortgagor agrees promptly to furnish to Mortgagee the name and address of each new or additional party who hereafter becomes a purchaser of such Hydrocarbons. Mortgagor further agrees that, if any Proceeds from such Hydrocarbons are hereafter paid to Mortgagor, they shall constitute trust funds in the hands of Mortgagor and shall be forthwith paid over by Mortgagor to Mortgagee. Mortgagor shall, if and when requested by

Mortgagee, as evidence but not as a condition to the effectiveness of this assignment, execute and file with any production purchaser a transfer order, division order or other instrument declaring Mortgagee to be entitled to the Proceeds of severed Hydrocarbons and instructing such purchaser to pay such Proceeds to Mortgagee.

3.02 Application of Proceeds.

(a) All payments received by Mortgagee pursuant to Section 3.01 above shall be placed in a collateral collection account at the principal office of Mortgagee and on the last day of each month applied as follows:

(i) First, toward satisfaction of all costs and expenses incurred in connection with the collection of Proceeds and the payment and reimbursement of any part of the Obligations not represented by a written instrument.

(ii) Second, to the payment of any and all accrued interest on the Obligations.

(iii) Third, to the payment of any then due and owing principal constituting part of the Obligations.

(iv) The balance, if any, shall be released to Mortgagor.

(b) If any date of application specified above (herein called a "regular application date") shall be a Saturday, Sunday or legal banking holiday under the laws of the jurisdiction in which such proceeds shall be applied, the Proceeds to be applied by Mortgagee pursuant to this Section 3.02 shall be applied on the last business day next preceding such regular application date that is not a Saturday, Sunday or legal banking holiday, but the amount to be applied pursuant to paragraph (a)(ii) of this Section 3.02 shall nevertheless be the amount accrued up to, but not including, such regular application date.

3.03 Mortgagor's Payment Duties. Nothing contained herein will limit Mortgagor's duty to make payment on the Obligations when the Proceeds received by Mortgagee pursuant to this Article 3 are insufficient to pay the costs, interest and principal thereof then owing, and the receipt of Proceeds by Mortgagee will be in addition to all other security now or hereafter existing to secure payment of the Obligations.

3.04 Liability of Mortgagee. Mortgagee has no obligation to enforce collection of any Proceeds and is hereby released from all responsibility in connection therewith except the responsibility to account to Mortgagor for Proceeds actually received.

3.05 Indemnification. Mortgagor agrees to indemnify Mortgagee and Trustee against and hold Mortgagee and Trustee harmless from all claims, actions, liabilities, losses, judgments, attorneys' fees, costs and expenses and other charges of any description whatsoever (all of which are hereafter referred to in this Section 3.05 as "Claims") made against or sustained or incurred by Mortgagee or Trustee as a consequence of the assertion, either before or after the payment in full of the Obligations, that Mortgagee

or Trustee received Hydrocarbons or Proceeds pursuant to this instrument. Mortgagee and Trustee will have the right to employ attorneys and to defend against any Claims and unless furnished with satisfactory indemnity, Mortgagee and Trustee will have the right to pay or compromise and adjust all Claims in its sole discretion. Mortgagor shall indemnify and pay to Mortgagee or Trustee all amounts as may be paid by Mortgagee or Trustee in compromise or adjustment of any of the Claims or as may be adjudged against Mortgagee or Trustee in respect of any of the Claims. The liabilities of Mortgagor as set forth in this Section 3.05 will constitute Obligations and will survive the termination of this instrument.

3.06 Status of Assignment. Notwithstanding the other provisions of this Article, Trustee or any receiver appointed in judicial proceedings for the enforcement of this instrument shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after the Note has been declared due and payable in accordance with the provisions of Section 5.02 hereof and to apply all of said proceeds as provided in Section 3.02 hereof. Upon any sale of the Collateral or any part thereof pursuant hereto, 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.

ARTICLE 4 - MORTGAGOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.01 Payment of Obligations. Mortgagor covenants that Mortgagor shall pay all Obligations when due and otherwise faithfully and strictly perform all obligations of Mortgagor under the Note and any other instrument or document executed and delivered in connection with the Obligations. If any part of the Obligations is not evidenced by a writing specifying a due date, Mortgagor agrees to pay the same within 15 calendar days after demand. All Obligations are payable to Mortgagee at its address set forth above.

4.02 Warranties and Covenants.

(a) Mortgagor represents, warrants and covenants with and to Mortgagee and Trustee that:

(i) Mortgagor has legal capacity and authority to execute this instrument;

(ii) All information contained in statements prepared by Mortgagor furnished or to be furnished to Mortgagee by or on behalf of Mortgagor in connection with any of the Obligations or any requests made pursuant to this instrument is or will be complete and accurate; and

(iii) Mortgagor, without Mortgagee's prior written consent, shall not hereafter make any prepayment arrangements under any Production Sales Contract containing a "take or pay" clause or any other prepayment arrangement, to deliver Hydrocarbons produced from the Oil and Gas Property at some future time without then or thereafter receiving full payment therefor, other than prepayment arrangements by a customary "take

or pay" clause contained in a Production Sales Contract.

(b) All of the warranties and representations of Mortgagor contained in this instrument are and will be in all respects true and correct both as of the date of execution of this instrument and the Effective Date and as of the date of each extension of credit by Mortgagee to Mortgagor, and the warranties contained in Section 4.02(a)(ii) also shall be in all respects true and correct when any item such as referred to therein is furnished to Mortgagee.

4.03 Operation of Mortgaged Property. As long as this instrument has not been terminated, and whether or not Mortgagor is the operator of all or any part of the Oil and Gas Property, Mortgagor shall, at Mortgagor's own expense:

(a) Keep in full force and effect all leases and other instruments of title described in Exhibit A and all rights-of-way, easements and privileges necessary for the proper operation of such leases and instruments, and otherwise do all things necessary to keep Mortgagor's rights and Mortgagee's interest in the Collateral unimpaired and to prevent the abandonment, forfeiture, surrender or release thereof.

(b) Not abandon any well or forfeit, surrender or release any lease, sublease or farmout or any operating agreement or other agreement or instrument comprising or affecting the Oil and Gas Property without Mortgagee's prior written consent, provided, however, that Mortgagor shall not be required to maintain any nonproductive oil and gas lease beyond its primary term.

(c) Cause the Oil and Gas Property to be maintained, developed, protected against drainage and diminution in productive capacity and continuously operated for the production of Hydrocarbons prudently and economically in accordance with the most approved practices in the oil and gas industry, applicable operating agreements and all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to, cleaning out and reconditioning each well from time to time, plugging and completing in a different level each such well, drilling a substitute well to conform to changed spacing regulations and protecting the Oil and Gas Properties against drainage whenever and as often as is necessary;

(d) Promptly pay or cause to be paid when due and owing all rentals and royalties payable in respect of the Oil and Gas Property; all expenses incurred in or arising from the operation or development of the Collateral; and all taxes, assessments and governmental charges imposed upon the Collateral or Mortgagor;

(e) Cause the Operating Equipment to be kept in good and effective operating condition and cause to be made all repairs, renewals, replacements, additions and improvements thereof or thereto necessary or appropriate for the production of Hydrocarbons from the Oil and Gas Property and permit Trustee or Mortgagee (through their respective agents and employees) to enter upon the Oil and Gas Property for the purpose of investigating and inspecting the condition and operation of the Collateral;

(f) Cause the Collateral to be kept free and clear of liens, charges, security interests, encumbrances, adverse claims and title defects of every character other than (i) the lien and security interest created by this instrument, (ii) taxes constituting a lien but not due and payable, (iii) defects or irregularities in title which are not such as to interfere materially with the development, operation or value of the Collateral and not such as to materially affect title thereto, (iv) those set forth or referred to in Exhibit A hereto, (v) those being contested in good faith by Mortgagor and which do not, in the judgment of Mortgagee, jeopardize the Trustee's or Mortgagee's rights in and to the Collateral, and (vi) those consented to in writing by Mortgagee; provided, however, that Mortgagee may take such independent action in connection with any such matters affecting the Collateral as it deems advisable, and all costs and expenses thereof, including, without limitation, attorneys' fees incurred by Mortgagee in taking such action shall be part of the Obligations hereunder;

(g) Carry with standard insurance companies, and in amounts satisfactory to Mortgagee, workmen's compensation insurance and public liability and property damage insurance in respect of all activities in which Mortgagor might incur liability for death or injury or damage to or destruction of property and, to the extent insurance is carried by others engaged in similar undertakings in the same general areas in which the Collateral is located, insurance in respect of the Operating Equipment against loss or damage by fire, lightning, hail, tornado, explosion and other similar risks; all policies of such insurance shall provide for not less than ten days' prior written notice to Mortgagee of cancellation, and Mortgagee shall be named as a loss payee of all insurance insuring any of the Operating Equipment against loss or damage; Mortgagee may apply any insurance payments which it receives toward part or full satisfaction of any or all of the Obligations whether or not they are then due; and

(h) Execute, acknowledge and deliver to Mortgagee such other and further instruments and do such other acts as in the opinion of Mortgagee are necessary or desirable to effect the intent of this instrument or otherwise protect and preserve the interests of Mortgagee hereunder, promptly upon request of Mortgagee.

4.04 Recording and Filing. Mortgagor shall pay all costs of filing, registering and recording this and every other instrument in addition or supplemental hereto and all financing statements Mortgagee may require, in such offices and places and at such times and as often as may be, in the judgment of Mortgagee, necessary to preserve, protect and renew the lien and security interest herein created on and in the Collateral and otherwise do and perform all matters or things necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States or of any other competent authority for the purpose of effectively creating, maintaining and preserving the lien and security interest created herein and on the Collateral and the priority thereof. Mortgagor shall also pay the costs of obtaining reports from appropriate filing offices concerning financing statement filings in respect of any of the Collateral in which a security interest is granted herein.

4.05 Records, Statements and Reports. Mortgagor shall:

(a) At all times keep complete and accurate business records in conformity with generally accepted accounting principles, practices and standards consistently applied, and Mortgagee may from time to time as it elects, have access to and examine and copy such records; and

(b) When and to the extent required by Mortgagee, furnish to Mortgagee its financial, production, engineering, and other reports concerning any other matters, related to the operation of the Oil and Gas Property and the estimated income therefrom and expenses attributed thereto.

4.06 Trustee's or Mortgagee's Right to Perform Mortgagor's Obligations. Mortgagor agrees that, if Mortgagor fails to perform any act which Mortgagor is required to perform under this instrument, Mortgagee or Trustee or any receiver appointed hereunder may, but shall not be obligated to, perform or cause to be performed such act, and any expense incurred by Mortgagee or Trustee or any such receiver in so doing shall be a demand obligation owing by Mortgagor to Mortgagee, shall bear interest at an annual rate equal to the lesser of (i) the maximum lawful interest rate permitted by applicable law, or (ii) eighteen percent (18%), until paid and shall be a part of the Obligations, and Mortgagee, Trustee or any receiver shall be subrogated to all of the rights of the party receiving the benefit of such performance. Undertaking of such performance by Mortgagee, Trustee or any receiver as aforesaid shall not obligate such person to continue such performance or to engage in such performance or performance of any other act in the future, shall not relieve Mortgagor from the observance or performance of any covenant, warranty or agreement contained in this instrument or constitute a waiver of default hereunder and shall not affect the right of Mortgagee to accelerate the payment of all indebtedness and other sums secured hereby or to resort to any other of its rights or remedies hereunder or under applicable law. In the event Mortgagee, Trustee or any receiver appointed hereunder undertakes any such action, no such party shall have any liability to Mortgagor in the absence of a showing of gross negligence or willful misconduct of such party, and in all events no party other than the acting party shall be liable to Mortgagor.

ARTICLE 5 - DEFAULT

5.01 Events of Default. The term "Event of Default" means the failure of any payment under any Obligation to be made when due (regardless of how it became due, including, but not limited to, by means of acceleration, and Mortgagor agrees that Mortgagee shall be entitled to accelerate the maturity of all or any part of the Obligations upon the occurrence of any default under the Note) or the failure of any of the covenants, obligations or prohibitions contained herein to be kept, performed or observed faithfully and punctually.

5.02 Possession and Operation of Property. Upon the occurrence of any Event of Default, or at any time thereafter, and in addition to all other rights herein conferred on Trustee or Mortgagee, Trustee, Mortgagee or any person, firm or corporation designated by Mortgagee, will have the right and power, but will not be obligated, to have

an audit performed, at Mortgagor's expense, of the books and records of Mortgagor, and to enter upon and take possession of all or any part of the Collateral, to exclude Mortgagor therefrom, and to hold, use, administer, manage and operate the same to the extent that Mortgagor could do so. Trustee, Mortgagee or any person, firm or corporation designated by Mortgagee, may operate and develop the Collateral, or any portion thereof, without any liability to Mortgagor in connection with the operations except with respect to willful misconduct; and Trustee, Mortgagee or any person, firm or corporation designated by Mortgagee will have the right to collect, receive and receipt for all Hydrocarbons produced and sold from the Oil and Gas Property, to make repairs, to purchase machinery and equipment, to conduct workover operations, to drill additional wells, and to exercise every power, right and privilege of Mortgagor with respect to the Collateral. Providing there has been no foreclosure sale, when and if the expenses of the operation and development (including costs of unsuccessful workover operations or additional wells) have been paid and the Obligations paid in full, the remaining Collateral shall be returned to Mortgagor.

5.03 Ancillary Rights. Upon the occurrence of an Event of Default, or at any time thereafter, and in addition to all other rights of Mortgagee hereunder, Mortgagee may, without notice, demand or declaration of default, all of which are hereby expressly waived by Mortgagor, proceed by a suit or suits in equity or at law (a) for the seizure and sale of the Collateral or any part thereof, (b) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (c) for the foreclosure or sale of the Collateral or any part thereof under the judgment or decree of any court of competent jurisdiction, or (d) for the enforcement of any other appropriate legal or equitable remedy.

5.04 Receivership.

(a) Notwithstanding any other provision in this instrument and in addition to any other remedy or remedies provided in this instrument, in the Note or in any other instrument evidencing or securing the Obligations or provided by law, upon the occurrence of an Event of Default which shall be continuing, or at any time thereafter, Mortgagee may from time to time apply to a court of competent jurisdiction for the ex parte appointment of a receiver(s) to take possession of and to operate and develop the Collateral (or any portion thereof) and to collect the Proceeds, without notice to Mortgagor. Mortgagee shall be entitled to the appointment of such receiver(s) as a matter of right, without regard to the value of the Collateral as security for the Obligations or the solvency of Mortgagor or any person or legal entity liable for the payment of all or any part of the Obligations. Such receiver(s) shall serve without bond and shall have the following powers and authorities in addition to all other powers and authorities permitted by the law of the jurisdiction where the Collateral is situated:

(i) To make any and all arrangements necessary or appropriate to obtain clear and merchantable title to the Collateral free and clear of all encumbrances, except this instrument, and to take, in the name of the

receiver(s), any of the actions permitted to be taken by Mortgagee as set forth elsewhere in this instrument;

(ii) To take possession of the Collateral (or any portion thereof), to enter into contracts for the sale of Hydrocarbons from the Oil and Gas Property and to collect the Proceeds and to enter into leases, subleases and other contracts or agreements for the Collateral (or any portion thereof) or pertaining thereto for such time and on such terms as said receiver(s) may see fit, and, with Mortgagee's consent or at Mortgagee's direction, to cancel any Production Sales Contracts, lease, sublease or other contract or agreement of whatever nature affecting the Collateral (or any portion thereof), for any cause or on any ground which would entitle Mortgagor to cancel the same; after paying out of all the Proceeds from the Collateral (or any portion thereof), all expenses of holding, managing and operating the Collateral, including, without limitation, insurance premiums, attorneys' and consultants' fees and expenses, court costs, and the cost of such repairs, replacements, restoration, maintenance and alterations necessary to keep the Collateral (or any portion thereof) in good, salable and rentable condition, and all taxes and assessments upon the Collateral, said receiver(s) shall apply the residue of said proceeds, if any, first, to the Obligations and to any amounts due under any borrowing by the receiver(s), and shall then pay the surplus, if any, to Mortgagor or to any person or entity entitled thereto;

(iii) To make and enter into agreement(s) with one or more reliable and reputable operators and to enter into sales, purchase, management, operating, workover, repair, maintenance, brokerage, leasing, farmout, joint venture, drilling, pooling, unitization, secondary and other recovery and consulting contracts (at such compensations as the receiver(s) deem to be the prevailing rate for such services), to permit others to act as agent for the receiver(s) in (1) the negotiation of sales, purchase, management, operating, workover, repair, maintenance, brokerage, leasing, farmout, joint venture, drilling, pooling, unitization, secondary and other recovery, and other agreements for the Collateral (or portions thereof) and advertising therefor, (2) the detailed operation of the Collateral (or portions thereof), (3) the entry into contracts for the sale of Hydrocarbons from the Oil and Gas Property and the collection of the Proceeds from the Collateral (or any portion thereof), and (4) the disbursement of funds coming into the hands of the receiver(s);

(iv) Insofar as the Proceeds from the Collateral (or any portion thereof) permit and/or any issued receiver(s)' certificate or any loan herein provided for allows, to (1) restore the Collateral (or any portion thereof) to a good, salable or rentable condition, and (2) bring the Collateral (or any portion thereof) into compliance with all applicable laws and ordinances by steps which may include, without limitation, entering into sales, purchase, management, operating, workover, repair, maintenance, brokerage, leasing, farmout, joint venture, drilling, pooling, unitization, secondary and other recovery and consulting contracts, obtaining required government permits,

advertising the Collateral (or any portion thereof) for lease or sale and all other actions which the receiver(s) deem requisite to avoid losses occasioned by waste of the Collateral (or any portion thereof), or failure to restore and maintain the Collateral (or any portion thereof) in good, salable and leaseable condition;

(v) To obtain from Mortgagor and/or the agents, servants, employees and officers or Mortgagor, and all other parties in interest, all contracts, leases, insurance agreements, maintenance contracts, employee records and all other documents, books and records necessary for, or incidental to, sales, purchase, management, operating, working over, repairing, maintaining, brokerage, leasing, farming out, joint venturing, drilling, pooling, unitization, secondary and other recovery and consulting for, holding, and improving the Collateral (or any portion thereof);

(vi) To obtain a court order that (1) directs and orders Mortgagor and any and all obligors (such as tenants, contractors, suppliers, materialmen, servicers and managers of the Collateral) to honor the status of the receiver(s), as such, and to remit to the receiver(s) any security and any security deposits relating to the Collateral after the date the receiver(s) are appointed to take control notice of the appointment of said receiver(s), and to recognize, upon request, the receiver(s) as the appropriate successor(s) in interest to the Collateral, and/or (2) authorizes the issuance of receiver(s)' certificates for borrowing on a secured basis, which certificates shall constitute first and prior encumbrances, subject only to ad valorem taxes, and/or (3) authorizes the sales of portions of the Collateral (or any portion thereof) on terms and conditions which enable all rights, titles and interests therein to be transferred to the proceeds of such sales, free and clear of liens and encumbrances except ad valorem taxes; and

(vii) To enter into one or more loan agreements with Mortgagee, at its option, to borrow such funds in excess of the Proceeds in order to fulfill the duties imposed upon such receiver(s), including restoration of the Collateral (or any portion thereof) to a good and rentable or salable condition and to bring the Collateral into compliance with applicable laws and ordinances; any such funds borrowed from Mortgagee shall, upon advance, become part of the Obligations, and the lien of this instrument shall secure such advances automatically and without further act or deed; provided, however, that the existence of said lien shall in no way waive, diminish or prejudice any other rights and remedies which Mortgagee may have under the applicable laws in the collection of such funds as a loan(s) to the receiver(s).

(b) Mortgagor will pay to Mortgagee, within 15 calendar days after demand, all expenses, including without limitation receiver(s)' fees, reasonable attorneys' and consultants' fees and expenses and agents' compensation, advanced by Mortgagee and incurred pursuant to the provisions contained in this Section, and all such unpaid expenses shall be (1) a lien against the Collateral; (2) added

to the Obligations, and (3) payable 15 calendar days after demand, with interest, at the highest rate specified under the Obligations accruing after maturity from and including the date each such advance is made; provided, however, that the existence of said lien shall in no way waive, diminish or prejudice any other rights, remedies, powers and privileges which Mortgagee may have under the applicable laws in the collection of such funds as a loan(s) to the receiver(s).

(c) A court of competent jurisdiction may, from time to time, authorize any receiver to apply the net income from the Collateral in his hands in payment in whole or in part to:

(i) The Obligations or the indebtedness secured by any decree foreclosing this instrument, or any tax or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or

(ii) The deficiency, if any, under the Obligations in case of a sale of the Collateral.

ARTICLE 6 - MORTGAGEE'S RIGHTS AS TO REALTY COLLATERAL UPON DEFAULT

6.01 Judicial Foreclosure. This instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of an Event of Default, or at any time thereafter, in lieu of the exercise of the nonjudicial power of sale hereafter given, Mortgagee may, subject to any mandatory requirement of applicable law, proceed by suit to foreclose its lien hereunder and to sell or have sold the Realty Collateral or any part thereof at one or more sales, as an entirety or in parcels, at such place or places and otherwise, in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and Mortgagee shall thereafter make or cause to be made a conveyance to the purchaser or purchasers thereof. Mortgagee may postpone the sale of the real property included in the Collateral or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of the real property included in the Collateral will not exhaust the power of sale, and sales may be made from time to time until all such property is sold or the Obligations are paid in full.

6.02 Non-Judicial Foreclosure. Upon the occurrence of an Event of Default, or at any time thereafter, Trustee shall, in response to Mortgagee's request (which Mortgagor agrees will be presumed to have been given), Trustee shall have the right and power to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as Trustee may elect, the Realty Collateral, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as Trustee may deem appropriate, and to make conveyance to the purchaser or purchasers; and Mortgagor shall generally warrant title to such real property to such purchaser or purchasers. The Trustee may postpone the sale of all or any portion of such Realty

Collateral by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and Trustee may make other and successive sales until all of the trust estate be legally sold. The Trustee will have the authority to appoint an attorney in fact to act as trustee in conducting the foreclosure sale and executing a deed to the purchasers.

6.03 Sale of the Realty Collateral in Texas. Upon the occurrence of an Event of Default Trustee is hereby authorized and empowered to sell any part of the Realty Collateral 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 Realty Collateral 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 Realty Collateral to be sold, by posting (or by having some person or persons acting for Trustee post) for at least twenty-one (21) days preceding the date of the sale, written or printed notice of the proposed sale at the courthouse door of said county in which the sale is to be made and filing a copy of such notice with the County Clerk of such county; and if such portion of the Realty Collateral 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 Realty Collateral is situated and filed with the County Clerk of each such county, and such part of the Realty Collateral may be sold at the courthouse door of any one of such counties, and the notice so posted shall designate in which county such property shall be sold. In addition to such posting and filing of notice, Mortgagee or other holder of the Note 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 Mortgagor and on each other debtor, if any, obligated to pay the Note according to the records of Mortgagee. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper properly addressed to Mortgagor and such other debtors at their most recent address or addresses as shown by the records of Mortgagee in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Mortgagor agrees that no notice of any sale, other than as set out in this paragraph, need be given by Trustee, Mortgagee or any other person. Mortgagor hereby designates as its address for the purpose of such notice the address set out on page two 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 Mortgagee or other holder of the Note at the address of Mortgagee set out herein (or to such other address as Mortgagee or other holder of the Note may have designated by notice given as above provided to Mortgagor and such other debtors); Any such notice of change of address of Mortgagor or other debtors or of Mortgagee or of another holder of the Note

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 Trustee to sell the Texas portion of the Realty Collateral in lots or parcels or in its entirety as Trustee shall deem expedient; and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto by fee simple title, with evidence of general warranty by Mortgagor, and the title of such purchaser or purchasers when so made by Trustee, Mortgagor binds itself to warrant and forever defend. Where portions of the Realty Collateral lie in different counties, sale in such counties may be conducted in any order that Trustee may deem expedient; and one or more such sales may be conducted in the same month, or in successive or different months as Trustee may deem expedient, as long as each such sale is at the times and places set forth in this Section 6.03.

6.04 Sale of Realty Collateral in New Mexico. In the event there is a foreclosure hereunder, all parts of the Realty Collateral located in New Mexico shall be subject to the New Mexico Deed of Trust Act. The period of redemption following a judicial sale of Realty Collateral located in New Mexico shall be one month in lieu of nine months.

6.05 Notices in Nebraska. With respect to Realty Collateral located in Nebraska, request is hereby made that a copy of any notice of default and a copy of any notice of sale under this instrument, pursuant to the Nebraska Trust Deeds Act, as now or hereafter amended, shall be mailed by Trustee to Mortgagee and Mortgagor addressed as set forth above.

6.06. Sale of Realty Collateral in Wyoming. In the event there is a foreclosure hereunder, as to all parts of the Realty Collateral located in Wyoming, notice of postponement of a foreclosure sale shall be made by inserting a notice of such postponement as soon as practicable in the newspaper in which the original advertisement was published and continuing such publication until the time to which the sale shall be postponed. The period of redemption following a foreclosure sale of Realty Collateral located in Wyoming shall be one (1) year.

6.07. Sale of Realty Collateral in Oklahoma. With respect to Realty Collateral located in Oklahoma, the Trustee may postpone the sale of such Realty Collateral by public announcement at the time and place of such sale, and by giving notice as required by law and from time to time thereafter may further postpone such sale by public announcement and by giving notice as required by law. Before exercising the power of sale hereinabove granted, Trustee shall give Mortgagor written notice of intention to foreclose by power of sale by certified mail addressed to the Mortgagor at the last known address of Mortgagor. The written notice of intention to foreclose by power of sale (the "Written Notice") shall state:

(a) The name and address of Trustee and Mortgagee;

(b) The nature of the breach(es) or default(s) claimed with reasonable specificity;

on a recognized market, Mortgagee will give 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 the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if the notice is mailed, postage prepaid, to Mortgagor at the address designated above at least five days before the time of the sale or disposition.

7.02 Sale with Realty Collateral. In the event of foreclosure, whether judicial or nonjudicial, at Mortgagee's option Mortgagee may proceed under the Uniform Commercial Code as to the Personalty Collateral in accordance with Mortgagee's rights and remedies in respect of the Realty Collateral.

7.03 Fixture Collateral. Upon the occurrence of an Event of Default, or at any time thereafter, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral and proceed to exercise such rights as apply to the type of Collateral selected.

7.04 Private Sale. If Mortgagee in good faith believes that the Securities Act of 1933 or any other state or federal law prohibits or restricts the customary manner of sale or distribution of any of the Personalty Collateral, or if Mortgagee determines that there is any other restraint or restriction limiting the timely sale or distribution of any such property in accordance with the customary manner of sale or distribution, Mortgagee may sell or may cause Trustee to sell such property privately or in any other manner it deems advisable at such price or prices as it determines in its sole discretion and without any liability whatsoever to Mortgagor in connection therewith. Mortgagor recognizes and agrees that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by Mortgagee may result in a lower sales price than if the sale were otherwise held.

ARTICLE 8 - OTHER PROVISIONS CONCERNING FORECLOSURE

8.01 Possession and Delivery of Collateral. It shall not be necessary for Mortgagee or Trustee to have physically present or constructively in its possession any of the Collateral at any foreclosure sale, and Mortgagor shall deliver to the purchasers at such sale on the date of sale the Collateral 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 Collateral, then the title and right of possession to the Collateral shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

8.02 Mortgagee as Purchaser. Mortgagee will have the right to become the purchaser at any foreclosure sale, and it will have the right to credit upon the amount of the bid the amount payable to it out of the net proceeds of sale.

8.03 Recitals Conclusive; Warranty Deed; Ratification. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively

establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, and the interest accrued on, the written instruments constituting part or all of the Obligations after the same have become due and payable, nonpayment of any other of the Obligations or advertisement and conduct of the sale in the manner provided herein, and appointment of any successor Trustee hereunder. Mortgagor ratifies and confirms all legal acts that Mortgagee and/or Trustee may do in carrying out the provisions of this instrument.

8.04 Effect of Sale. Any sale or sales of the Collateral or any part thereof will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the property sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, 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 Mortgagor, or Mortgagor's successors or assigns. The purchaser or purchasers at the foreclosure sale will receive immediate possession of the property purchased; and if Mortgagor retains possession of the Realty Collateral, or any part thereof, subsequent to sale, Mortgagor will be considered a tenant at sufferance of the purchaser or purchasers, and if Mortgagor remains in such possession after demand of the purchaser or purchasers to remove, Mortgagor will be guilty of forcible detainer and will be subject to eviction and removal, forcible or otherwise, with or without process of law, and without any right to damages arising out of such removal.

8.05 Application of Proceeds. The proceeds of any sale of the Collateral or any part thereof will be applied as follows:

(a) First, to the payment of all expenses incurred by Trustee and Mortgagee in connection therewith, including, without limiting the generality of the foregoing, court costs, legal fees and expenses, fees of accountants, engineers, consultants, agents or managers and expenses of any entry or taking or possession, holding, valuing, preparing for sale, advertising, selling and conveying;

(b) Second, to the payment of the Obligations; and

(c) Third, any surplus thereafter remaining to Mortgagor or Mortgagor's successors or assigns, as their interests may be established to Mortgagee's reasonable satisfaction.

8.06 Deficiency. Except as otherwise provided in Sections 5.04(c) hereinabove and 9.21 hereinbelow, Mortgagor will not remain liable for any deficiency owing to Mortgagee after application of the net proceeds of any foreclosure sale.

8.07 Mortgagor's Waiver of Appraisement, Marshalling, etc. Mortgagor agrees that Mortgagor will not at any time insist upon or plead or in any manner whatsoever claim the benefit of any appraisement, valuation, stay, extension or redemption law, if any, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument, the absolute sale of the Collateral or the possession thereof by any purchaser at any

sale made pursuant to this instrument or pursuant to the decree of any court of contempt jurisdiction. Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws, if any, and to the extent that Mortgagor may lawfully do so under applicable state law, waives any and all right to have the Realty Collateral marshalled upon any foreclosure of the lien hereof or sold in inverse order of alienation, and Mortgagor agrees that Trustee may sell the Realty Collateral as an entirety.

ARTICLE 9 - MISCELLANEOUS

9.01 Pooling and Unitization. Mortgagor may not enter into pooling or unitization agreements affecting all or any part of the Oil and Gas Property after the Effective Date without the prior written consent of Mortgagee. The interest in any unit attributable to the Oil and Gas Property (or any part thereof) included therein will become a part of the Realty Collateral and the Personalty Collateral, as the case may be, and will be subject to the lien and security interest hereof in the same manner and with the same effect as though the unit and the interest of Mortgagor therein were specifically described in Exhibit A.

9.02 Discharge of Purchaser. Upon any sale made under the powers of sale herein granted and conferred, the receipt of Mortgagee will be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devises, personal representatives, successors and assigns thereof will not, after paying such purchase money and receiving such receipt of Mortgagee, be obliged to see to the application thereof or be in anywise answerable for any loss, misapplication or nonapplication thereof.

9.03 Indebtedness of Obligations Absolute. Nothing herein contained shall be construed as limiting Mortgagee to the collection of any indebtedness of Mortgagor to Mortgagee only out of the income, revenue, rents, issues and profits from the Collateral or as obligating Mortgagee to delay or withhold action upon any default which may be occasioned by failure of such income or revenue to be sufficient to retire the principal or interest when due on the indebtedness secured hereby. It is expressly understood between Mortgagee and Mortgagor that any indebtedness of Mortgagor to Mortgagee secured hereby shall constitute an absolute, unconditional obligation of Mortgagor to pay as provided herein or therein in accordance with the terms of the instrument evidencing such indebtedness in the amount therein specified at the maturity date or at the respective maturity dates of the installments thereof, whether by acceleration or otherwise.

9.04 Defense of Claims. Mortgagor shall promptly notify Trustee and Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagee's interest in the Collateral, or any part thereof, and shall take such action, employing attorneys acceptable to Mortgagee, as may be necessary to preserve Mortgagor's, Trustee's and Mortgagee's rights affected thereby, and should Mortgagor fail or refuse to take any such action, Trustee or Mortgagor may take the action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, Mortgagee or Trustee on behalf of Mortgagee may take independent action in

connection therewith as they may in their discretion deem proper, and Mortgagor hereby agrees to make reimbursement for all sums advanced and all expenses incurred in such actions plus interest at the rate specified in Section 4.06 until paid.

9.05 Termination. If all the Obligations are paid in full and the covenants herein contained are well and truly performed, and if Mortgagor, Trustee and Mortgagee intend at such time that this instrument not secure any obligation of Mortgagor thereafter arising, then Trustee and Mortgagee shall, upon the request of Mortgagor and at Mortgagor's cost and expense, deliver to Mortgagor proper instruments executed by Trustee and Mortgagee evidencing the release of this instrument. Until such delivery, this instrument shall remain and continue in full force and effect.

9.06 Renewals, Amendments and Other Security. Renewals and extensions of the Obligations may be given at any time, amendments may be made to the agreements relating to any part of the Obligations or the Collateral, and Mortgagee may take or hold other security for the Obligation without notice to or consent of Mortgagor. The Trustee or Mortgagee may resort first to 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 will not be a waiver of any rights conferred by this instrument.

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

9.08 Limitations on Interest. No provision of the Note or other instrument constituting or evidencing any of the Obligations or any other agreement between the parties shall require the payment or permit the collection of interest in excess of the maximum non-usurious rate which Mortgagor may agree to pay under applicable laws. The intention of the parties being to conform strictly to applicable usury laws now in force, any interest on the principal amount of the aforementioned promissory Notes and any interest on other amounts due under and/or secured by this instrument shall be held to be subject to reduction to the amount allowed under said applicable usury laws as now or hereafter construed by the courts having jurisdiction, and any excess interest paid shall be credited to Mortgagor.

9.09 Effect of Instrument. This instrument shall be deemed and construed to be, and may be enforced as, an assignment, chattel mortgage or security agreement, contract, deed of trust, financing statement, financing statement filed as a fixture filing, and real estate mortgage, and as any one or more of them if appropriate under applicable state law. This instrument shall be effective as a financing statement filed as a fixture filing with respect to all Fixture Collateral and is to be filed for record in the Office of the County Clerk or other appropriate office of each county where any part of the Collateral, including Fixture Collateral, is situated. This instrument shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to Section 9-103(5) (or corresponding provision) of the Uniform Commercial Code as enacted in the appropriate jurisdiction and is to be filed for record in the Office of the County Clerk or other appropriate office of each county where any part of the Collaterals is situated. A carbon, photographic, or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement.

9.10 Unenforceable or Inapplicable Provisions. If any provision hereof or of any of the written instruments constituting part or all of the Obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof and of the written instruments will remain in full force and effect in that jurisdiction, and the remaining provisions hereof will be liberally construed in favor of Mortgagee in order to carry out the provisions hereof. The invalidity of any provision of this instrument in any jurisdiction will not affect the validity or enforceability of any provision in any other jurisdiction.

9.11 Rights Cumulative. Each and every right, power and remedy given to Mortgagee and to Trustee herein or in any other written instrument relating to the Obligations will be cumulative and not exclusive; and each and every right, power and remedy, whether specifically given herein or otherwise existing, may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee or Trustee, respectively, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, and any other right, power or remedy. A waiver by Mortgagee or Trustee of any right or remedy hereunder or under applicable law on any occasion will not be a bar to the exercise of any right or remedy on any subsequent occasion.

9.12 Nonwaiver. No act, delay, omission or course of dealing between Mortgagee and Mortgagor will be a waiver of any of Mortgagee's or Trustee's rights or remedies hereunder or under applicable law. No waiver, change or modification in whole or in part of this instrument or any other written instrument will be effective unless in a writing signed by Mortgagee, it being expressly agreed that no signature of Trustee is necessary to effect a waiver by Mortgagee hereunder or a change or modification hereof.

9.13 Mortgagee's and Trustee's Expenses. Mortgagor agrees to pay in full all expenses and attorneys' fees of Mortgagee and of Trustee which may have been or may be incurred by Mortgagee or Trustee in connection with the

collection of the Obligations and the enforcement of any of Mortgagor's obligations hereunder and under any documents executed in connection with the Obligations.

9.14 Indemnification. Mortgagor shall indemnify Mortgagee and Trustee and hold each harmless against, and neither Mortgagee nor Trustee shall be liable for, any loss, cost or damage, including without limitation attorneys', consultants' or management fees, resulting from exercise by Mortgagee or Trustee of any right, power or remedy conferred upon it by this instrument or any other instrument pertaining hereto, or from the attempt or failure of Mortgagee or Trustee to exercise any such right, power or remedy; and notwithstanding any provision hereof to the contrary, the foregoing indemnity shall in all respects continue and remain in full force and effect even though all indebtedness and other sums secured hereby may be fully paid and the lien of this instrument released.

9.15 Partial Release. In the event Mortgagor sells for monetary consideration any portion of the Collateral, Mortgagee and Trustee shall release the lien of this instrument with respect to the portion sold, at the request of Mortgagor, provided that such sale is for fair value in the judgment of Mortgagee and that the proceeds of such sale are paid to Mortgagee for application to the Obligations or are otherwise applied to the satisfaction of Mortgagee. No release from the lien of this instrument of any part of the Collateral by Mortgagee shall in anywise alter, vary or diminish the force, effect or lien of this instrument on the balance or remainder of the Collateral.

9.16 Subrogation. This instrument is made with full substitution and subrogation of Mortgagee in and to all covenants and warranties by others heretofore given or made in respect of the Collateral or any part thereof.

9.17 Notice. All deliveries hereunder shall be deemed to have been duly given if actually delivered or mailed by registered or certified mail, postage prepaid, addressed as set forth above; if by mail, then 5 days after such mailing. Each party may, by written notice so delivered to the others, change the address to which delivery shall thereafter be made.

9.18 Successors. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties.

9.19 Interpretation.

(a) Article and section headings used in this instrument are intended for convenience only and shall be given no significance whatever in interpreting and construing the provisions of this instrument.

(b) As used in this instrument, "Mortgagee" and "Mortgagor" include their respective successors and assigns. Unless context otherwise requires, words in the singular number include the plural and in the plural number include the singular. Words of the masculine gender include the feminine and neuter gender and words of the neuter gender may refer to any gender.

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

9.21 Non-Recourse. It is expressly agreed that in the event of any default in the payment when due of any sums owing under the Note, or in the event of any Event of Default hereunder, or in the event of any default in the performance of any other provision or obligation of the Note or of any other instruments or documents securing the payment or performance of such obligations, the Mortgagor shall not be corporately, personally or individually liable for the payment of any of the obligations or the performance of any other obligations under the Note or hereunder or under any other instruments or documents securing the payment of the Note, and Mortgagee shall neither seek nor take any deficiency or monetary judgment against Mortgagor or against any property of Mortgagor other than the Collateral or any other properties covered by any other instruments or documents securing the payment of the Obligations, and Mortgagee shall look solely to enforcement of the liens and security interests covering said Collateral and properties for the payment of the Obligations or the performance of any of the other obligations under the Note or hereunder or under any other instruments or documents securing the payment of the Obligations.

9.22 Instrument Supplemental. This instrument is supplemental to and not in lieu of those two certain Amended and Restated Mortgages, Deeds of Trust, Assignments of Proceeds, Security Agreements and Financing Statements granted to Mortgagee by Dietrich Resources Corporation and Beta Exploration, Inc., respectively, dated August 1, 1984, as security for the Obligations (the "Prior Mortgages"), which were recorded as described in the recording schedule attached hereto as Schedule 1. It is the intention of the parties that the Prior Mortgages should continue in effect with respect to the properties subject thereto, and that this instrument shall furnish additional Collateral for the Obligations to the extent that the properties subject hereto are not covered by the Prior Mortgages.

Executed as of the Effective Date.

MORTGAGOR:

AEJH 1987 LIMITED PARTNERSHIP

ATTEST:

By: ALEXANDER ENERGY CORPORATION,
General Partner

Cyndy M. Burris
Asst. Secretary

By: _____
Name: Roger G. Alexander
Title: Vice President

Secretary
[Seal]

[redacted]-02.doc [redacted]- [redacted]

SECURED PARTIES:

JOHN C. ALE, Trustee

FIRST AMERICAN TITLE
INSURANCE COMPANY, Trustee
with respect only to property
located in Nebraska

By:_____
Name:_____
Title:_____

SUNWEST BANK OF ALBUQUERQUE,
N.A., Trustee with respect
only to property located in
New Mexico

By:_____
Name:_____
Title:_____

ATTEST:

BY:_____
Secretary Assistant Secretary
[Seal]

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

By: William A Kimbley
Name: WILLIAM A KIMBLEY
Title: Senior Investment Officer

SECURED PARTIES:

JOHN C. ALE, Trustee

FIRST AMERICAN TITLE
INSURANCE COMPANY, Trustee
with respect only to property
located in Nebraska

By: _____
Name: _____
Title: _____

SUNWEST BANK OF ALBUQUERQUE,
N.A., Trustee with respect
only to property located in
New Mexico

By: _____
Name: _____
Title: _____

ATTEST:

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

By: _____
Name: _____
Title: _____

Secretary
[Seal]

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

BE IT REMEMBERED, that I Carrol J. McCoy, a Notary Public duly qualified , commissioned, sworn and acting in and for the State of Oklahoma, hereby certify that, on this 22nd day of October, 1987, there appeared before me, Roger G. Alexander, a Vice President of ALEXANDER ENERGY CORPORATION, an Oklahoma corporation, as General Partner of AEJH 1987 LIMITED PARTNERSHIP, a Delaware limited partnership, whose address is 600 Triad Center, 501 Northwest Expressway, Oklahoma City, Oklahoma 73118.

(Colorado, Nebraska, New Mexico and Wyoming)

The foregoing instrument was acknowledged before me on this date by the above named person in the above described capacity, on behalf of said corporation, acting as General Partner of said limited partnership.

(Kansas, Oklahoma and Texas)

This instrument was acknowledged before me on this date by the above named person as the designated officer, on behalf of said corporation, as General Partner of said limited partnership.

(Louisiana)

On this day, before me, the undersigned Notary Public in and for said State, personally appeared the above named person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of said corporation, the General Partner of said limited partnership, a Delaware limited partnership registered as a foreign limited partnership in Louisiana, and the above named person acknowledged that tne instrument was signed on behalf of the corporation by authority of the Board of Directors in its capacity as General Partner of the aforesaid partnership and the above named person acknowledged the instrument to be the free act and deed of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Oklahoma City, County of Oklahoma and State of Oklahoma, this 22nd day of Oklahoma, 1987.

Carrol J McCoy

Notary Public in and for the State of Oklahoma

Carrol J. McCoy

Printed Name of Notary

My Commission Expires:
April 3, 1990

CARROL J. McCOY NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA

STATE OF MASSACHUSETTS §
§
COUNTY OF SUFFOLK §

BE IT REMEMBERED, that I Pamela Ann Memishian, a Notary Public duly qualified , commissioned, sworn and acting in and for the State of Massachusetts, hereby certify that, on this 28th day of October, 1987, there appeared before me, William A. Kinsley, a Senior Investment Officer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, whose address is John Hancock Place, P.O. Box 111, Boston, Massachusetts 02177.

(Colorado, Nebraska, New Mexico and Wyoming)

The foregoing instrument was acknowledged before me this date by the above named person,the designated officer of said corporation, on behalf of said corporation.

(Kansas, Oklahoma and Texas)

This instrument was acknowledged before me on this date by the above named person as the designated officer, of said corporation.

(Louisiana)

On this day, before me, the undersigned Notary Public in and for said State, personally appeared the above named person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of the corporation by authority of its board of directors and that the above named person acknowledged the instrument to be the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of BOSTON, County of SUFFOLK and State of MASSACHUSETTS, this 28th day of October, 1987.



Pamela Ann Memishian
Notary Public in and for
the State of MASSACHUSETTS

PAMELA ANN MEMISHIAN
Printed Name of Notary

My Commission Expires:

JANUARY 22, 1993

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED, that I John C. Ale, a Notary Public duly qualified , commissioned, sworn and acting in and for the State of Texas, hereby certify that, on this 3rd day of November, 1987, there appeared before me, JOHN C. ALE, Trustee, whose address is 3300 First City Tower, 1001 Fannin Street, Houston, Texas 77002-6760.

(Colorado, Nebraska, New Mexico and Wyoming)

The foregoing instrument was acknowledged before me on this date by the above named person in the above described capacity, on behalf of said corporation, acting as General Partner of said limited partnership.

(Kansas, Oklahoma and Texas)

This instrument was acknowledged before me on this date by the above named person as the designated officer, on behalf of said corporation, as General Partner of said limited partnership.

(Louisiana)

On this day, before me, the undersigned Notary Public in and for said State, personally appeared the above named person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of said corporation, the General Partner of said limited partnership, a Delaware limited partnership registered as a foreign limited partnership in Louisiana, and the above named person acknowledged that tne instrument was signed on behalf of the corporation by authority of the Board of Directors in its capacity as General Partner of the aforesaid partnership and the above named person acknowledged the instrument to be the free act and deed of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, County of Harris and State of Texas, this 3rd day of November, 1987.

Terri L. Frederick
Notary Public in and for
the State of Texas

TERRI L. FREDERICK
Printed Name of Notary

My Commission Expires:
March 28, 1988

SCHEDULE 1

c/YAO/p.txt

RECORDING INFORMATION

	State	County	Amended and Restated Mortgage and Date Filed(1.)	FS No./ Date(2.)
1)	Colorado	LaPlata	504474 8/23/84	23177 8/23/84
2)	Colorado	Logan	563166 v. 788 p. 935 8/23/84	34951 8/23/84
3)	Colorado	Morgan	684560 v. 859 p. 334 8/24/84	53603 9/10/84
4)	Colorado	Washington	769558 v. 844 p. 68 8/23/84	12941 8/23/84
5)	Colorado	Weld	01978806 8/23/84	U0195614 8/23/84
6)	Colorado Secretary of State			744210 10/4/84
7)	New Mexico	Chaves	File No. 13388 v. 400 p. 473 8/24/84	45080 8/24/84
8)	New Mexico	Rio Arriba	File No. 29818 v. 121 p. 257 8/22/84	bk. 5 p. A file #18, 111 8/22/84
9)	New Mexico	Roosevelt	v. 165 p. 325 9/10/84	#6778 9/10/84

	State	County	Amended and Restated Mortgage and Date Filed(1.)	FS No./ Date(2.)
10)	New Mexico	San Juan	File No. 45853 v. 1000 p. 434 9/10/84	94557 9/10/84
11)	New Mexico	Sandoval	53265 v. 97 p. 2 8/23/84	105 8/23/84
12)	New Mexico Secretary of State			79545 10/5/84
13)	Nebraska	Banner	v. 33 p. 66-94 12/17/84	
14)	Nebraska	Kimball	File No. 57508 v. 90, p. 309 11/29/84	
15)	Nebraska Secretary of State			184081 11/9/84
16)	Texas	Brazos	File No. 308012 v. 718 p. 475 8/28/84	7106 8/28/84
17)	Texas	Burleson	File No. 4737 v. 96 p. 426 8/28/84	3247 8/28/84
18)	Texas	Fayette	File No. 844 v. 669 p. 173 8/29/84	18719 8/29/84
19)	Texas	Freestone	File No. 5571 v. 94 p. 593 8/28/84	20,260 8/28/84

	State	County	Amended and Restated Mortgage and Date Filed(1.)	FS No./ Date(2.)
20)	Texas	Galveston	File No. 8442057 003-32-0235 to 0261 8/30/84	843118 8/31/84
21)	Texas	Gonzales	File No. 141963 v. 170 p. 506 9/14/84	15413 9/14/84
22)	Texas	Irion	File No. 2336 v. 50 p. 970 8/22/84	1131 8/22/84
23)	Texas	Jasper	File No. 26978 v. 132 p. 274 8/28/84	9797 8/28/84
24)	Texas	Lee	File No. 4627 v. 464 p. 747 8/29/84	11748 8/29/84
25)	Texas	Limestone	File No. 8382 v. 137 p. 659 8/22/84	23270 8/22/84
26)	Texas [Master]	San Patricio	File No. 333885 Image No. 59232 12/10/84	22229 12/10/84
27)	Texas Secretary of State			231178 9/19/84
Dietrich Resources Corporation:				
28)	Wyoming	Sweetwater	File No. 932152 v. 754 p. 1644 8/23/84	U.132979 8/23/84

679

	State	County	Amended and Restated Mortgage and Date Filed(1.)	FS No./ Date(2.)
29)	Wyoming	Weston	File No. 502706 v. 128 p. 89 8/22/84	034564 8/22/84
30)	Wyoming Secretary of State			221688 9/24/84
Beta Exploration Company: (3)				
31)	Wyoming	Converse	File No. 653577 v. 841 p.314 9/24/84	45491 9/24/84
32)	Wyoming	Sweetwater	File No. 934205 v. 755 p. 1110 9/24/84	934204 U-123774 9/24/84

Notes:

1. Amended and Restated Mortgage, Deed of Trust, Assignment of Proceeds, Security Agreement and Financing Statement from Dietrich Resources Corporation to John C. Ale, Trustee, First American Title Insurance Company, Trustee, and John Hancock Mutual Life Insurance Company, dated as of August 1, 1984.

2. Document 1 above filed as Financing Statement in UCC Records.

3. Amended and Restated Mortgage is from Beta Exploration Company to John C. Ale, Trustee, et al.

LEASE SCHEDULE

EXHIBIT "A", PAGE 1 STATE OF WYOMING COUNTY OF SUBLETTE

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
W-127-001	The United States of America, through the Bureau of Land Management, USA-W-06008 subsequently segregated into USA-W-06008A	Donald E. Allen	6-1-51	Township 32 North, Range 114 West, 6th P.M. Section 20: The South half of the South half (S/2S/2) Section 21: The Southwest quarter (SW/4) Section 29: All Section 32: The North half (N/2), the Southeast quarter (SE/4), and the East half of the Southwest quarter (E/2SW/4) Township 31 North, Range 114 West, 6th P.M. Section 5: Lots 1, 2, 3, and the South half of the Northeast quarter (S/2NE/4), and the Northeast quarter of the Southeast quarter (NE/4SE/4)	1764.81	2	503
W-127-002 W-127-003 W-127-004	The United States of America, through the Bureau of Land Management, USA-W-05900 subsequently segregated into USA-W-05900A, 05900B, W-05900C, and W-77041	Luella Johnson	6-1-51	Township 32 North, Range 114 West, 6th P.M. Section 19: The East half (E/2) Section 30: All Section 31: All	1555.36	23	291
W-127-005	The United States of America, through the Bureau of Land Management, USA-W-06009 subsequently segregated into USA-W-73977	Paul D. Fintus	6-1-51	Township 32 North, Range 114 West, 6th P.M. Section 7: Lots 1 and 2, and the South half of the Northeast quarter (S/2NE/4), and the Southeast quarter (SE/4) Section 17: All Section 18: The East half (E/2) Section 20: The North half (N/2), and the North half of the South half (N/2S/2) Section 21: Lots 1, 2, 5 and 6, and the West half of the Southeast quarter (W/2SE/4) Section 24: Lots 1, 2, and 3	2213.02	2	506
W-127-006	The United States of America, through the Bureau of Land Management, USA-W-19959	Beard Oil Company	8-1-69	Township 32 North, Range 114 West, 6th P.M. Section 8: Lots 3 and 4, and the South half of the Northwest quarter (S/2NW/4), and the Southwest quarter (SW/4)	263.25	---	---

681

LEASE SCHEDULE

EXHIBIT "A", PAGE 2 STATE OF WYOMING COUNTY OF SUBLETTE

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	ACRES	RECORDED BOOK	RECORDED PAGE
W-128-002	The United States of America, through the Bureau of Land Management, USA-W-31575	M. N. Hahn	2-1-72	Township 33 North, Range 114 West, 6th P.M. Section 33: The Northwest quarter of the Southwest quarter (NW/4SW/4), and the South half of the South half (S/2S/2)	240.00	53	384
W-128-003	The United States of America, through the Bureau of Land Management, USA-W-7417 subsequently segregated into USA-W-7417A and USA-W-7417B	Dorothy Chorney	9-1-67	Township 33 North, Range 114 West, 6th P.M. Section 9: All Section 19: The South half (S/2), and the Southeast quarter of the Northwest quarter (SE/4NW/4) Section 16: The Northwest quarter (NW/4) Section 26: The Northwest quarter (NW/4), and the North half of the Southwest quarter (N/2SW/4) Section 28: The Northeast quarter (NE/4), and the South half of the Northwest quarter (S/2NW/4), and the North half of the Southeast quarter (N/2SE/4), and the Southwest quarter of the Southeast quarter (SW/4SE/4)	2551.12	---	---

682 and 683

The interests of Dietrich Resources Corporation, the assignor herein, are subject to gas purchase contracts, joint operating agreements, declarations of interests and unrecorded letters of agreement.

684

215041

RETURN TO:
GOLDOME - RAINIER
P.O. Box 990
Seattle, WA 98111
POOL NUMBER 41429

RECORDED Dec. 7 1987 9:30A M
IN BOOK 48 mtg PAGE 684
FEES $ 4.00 Mary L. Lawford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT OF DEED OF TRUST

For Value Received, RAINIER MORTGAGE COMPANY hereby assigns and conveys to: GOLDOME REALTY CREDIT CORP.
whose address is: One Fountain Plaza, Buffalo, NY 14203 all rights, title and interest of RAINIER MORTGAGE COMPANY as Beneficiary under that certain Deed of Trust recorded in the office of the County Auditor of SUBLETTE County, of Recording District, Judicial District, State of WYOMING, under Recorder's File Number, on the date, in the Volume and Page of the Book of Mortgages as shown below, together with the Note secured thereby:

DATE OF INSTRUMENT	GRANTOR/TRUSTOR	AMOUNT	RECORDING INFORMATION		
			FILE NO.	DATE	VOLUME/PAGE
07/08/80	MICHAEL R. GULBRANDSON AND SUSAN M. GULBRANDSON, HUSBAND AND WIFE	$54,850	180362	07/10/80	33/43

Legal Description:

AS DESCRIBED IN SAID DEED OF TRUST

Whenever herein the word "Deed of Trust" is used, the same shall include "Mortgage," the word "Grantor " shall include "Mortgagor" and "Trustor" and the word "Beneficiary" shall include "Mortgagee," as the particular situation or context may require.

Dated: 03 DEC 1987

By: Gayle Spencer
Authorized Signature

STATE OF WASHINGTON
County of King

On this 3rd of DECEMBER, 1987 before me, the undersigned Notary Public in and for the County and State, personally appeared Fred S. Adamson or Richard D. Almy or James C. Kearney or Lance Richmond, or Gayle Spencer known to me to be Authorized Signatures of the Corporation that executed the within Instrument and known to me to be the person who executed the within Instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws.

WITNESS my hand and official seal

NOTARY PUBLIC STATE OF WASHINGTON MICHELLE L. SPEICHER COMMISSION EXPIRES 7-31-91

L. Michelle Speicher
Notary Public in and for said County and State

MORTGAGE

This mortgage made the 1st day of December, 1987, between Virgil D. Bailey and Peggy J. Bailey, husband and wife, as the MORTGAGORS, and Leon E. Bills and Inez E. Bills, husband and wife, as the MORTGAGEES.

WITNESSETH, that to secure the payment of an indebtedness in the sum of TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS ($25,500.00), together with interest thereon at the rate of ten percent (10%) per annum, payable in equal monthly installments of principal and interest in the amount of TWO HUNDRED FORTY-SIX DOLLARS AND NINE CENTS ($246.09) each (based on a 20 year amortization), the first of such monthly installments being due and payable on the 1st day of January, 1988, with like installments being due and payable on the same day of each month for 83 months thereafter, with the entire remaining principal balance due, together with all accrued and unpaid interest and costs, being due and payable concurrently with the 84th and final monthly installment (balloon payment), with all payments to be credited first to interest to the date paid and the balance, if any, to be credited against principal, all as evidenced by a Promissory Note of even date herewith, the Mortgagors hereby mortgage to the Mortgagees the following described real estate, situated in the County of Sublette, State of Wyoming, to-wit:

21505

RECORDED Dec. 8 1987 10:8 AM
IN BOOK 48 PAGE 685
FEES $11.00 Mary Ford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jane Riley

Tract Five of Sheet Number Nine of the Hoback Ranches Subdivision, according to the plat thereof filed in the Public Records of Sublette County, Wyoming.

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, encumbrances, rights and rights-of-way of sight and/or record.

And the Mortgagors covenant with the Mortgagees as follows:

1. PAYMENT. That the Mortgagors will pay the indebtedness as hereinabove provided.

2. PREPAYMENTS. The Mortgagors shall have the privilege of paying any principal sum or sums plus accrued interest, in addition to the payments herein required, at any time without premium

Assigned for Security

12

or penalty of any kind, and it is understood and agreed that any such prepayment shall be credited first to interest and the balance to principal in the inverse order of when due.

3. DEFAULT. That the whole of said principal sum and interest shall become due at the option of the Mortgagees: After default in the payment of any installment of principal or of interest and failure to cure such default within twenty (20) days of written notice thereof; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty (30) days after notice and demand; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt as hereinafter provided. An assessment which has been made payable in installments at the application of the Mortgagors or lessee of the premises shall nevertheless, for the purpose of this paragraph, be deemed due and payable in its entirety on the day the first installment becomes due and payable or a lien.

4. RECEIVER. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

5. TAXES, ETC. That the Mortgagors will pay all taxes, assessments, sewer rents or water rates, and in default thereof the Mortgagees may pay the same.

6. STATEMENT. That the Mortgagors, within ten (10) days upon request in person or within thirty (30) days upon request by mail, will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.

7. NOTICE. All notices shall be sent by certified mail, shall be deemed given when mailed, and shall be addressed as follows or at such other place as may be designated by either party from time to time in writing in the same manner as provided herein:

Mortgagors: Virgil D. Bailey and Peggy J. Bailey
105 Linda Lane
Athens, TX 75751

Mortgagees: Leon E. Bills and Inez E. Bills
P. O. Box 293
Corning, CA 96021

8. WARRANTY. That the Mortgagors warrant the title to the premises.

9. FORECLOSURE. That in case of a foreclosure sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel. In the event of default or acceleration as herein provided, the Mortgagees may proceed, pursuant to the laws of the State of Wyoming by judicial foreclosure or advertisement and sale, to foreclose on and sell said property, and out of the proceeds of such sale shall pay all sums due hereunder.

10. POSSESSION. In the event of default by Mortgagors, the Mortgagees are entitled to possession of the property during the pendancy of any foreclosure proceedings and during any period of redemption, if applicable, under the statutes of the State of Wyoming.

11. LITIGATION EXPENSES. That if any action or proceeding be commenced, to which action or proceeding the Mortgagees are made a party, or in which it becomes necessary to initiate foreclosure proceedings, all sums paid by the Mortgagees for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage or to foreclose this mortgage (including reasonable attorney's fees), shall be paid by the Mortgagors, together with interest thereon at the rate of fifteen percent (15%) per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage.

12. ASSIGNMENT OF RENTS. That the Mortgagors hereby assign to the Mortgagees the rents, issues and profits, if any, of the premises as further security for the payment of said indebtedness, and the Mortgagors grant to the Mortgagees the right to

enter upon the premises or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this mortgage is paid. The Mortgagees hereby waive the right to enter upon said premises for the purpose of collecting said rents, issues and profits, and the Mortgagors shall be entitled to collect and receive said rents, issues and profits until default under any of the covenants, conditions or agreements contained in this mortgage, and agree to use such rents, issues and profits in payment of principal and interest becoming due on this mortgage and in payment of taxes, assessments, sewer rents, water rates and carrying charges becoming due against said premises, but such right of the Mortgagors may be revoked by the Mortgagees upon any default, on five (5) days' written notice. The Mortgagors, in event of default under this mortgage, will pay monthly in advance to the Mortgagees, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the Mortgagors, and upon default in any such payment will vacate and surrender the possession of said premises to the Mortgagees or to such receiver, and in default thereof may be evicted by summary proceedings.

13. ACCELERATION. That the whole of said principal sum and the interest shall become due at the option of the Mortgagees:

(a) Upon default as hereinabove provided.

(b) After failure to exhibit to the Mortgagees, within thirty (30) days after demand, receipts showing payment of all taxes, water rates, sewer rents and assessments; or

(c) After the assignment of the rents of the premises or any part thereof without the written consent of the Mortgagees; or

(d) If the Mortgagors fail to keep, observe and perform any of the other covenants, conditions or agreements contained in this mortgage; or

(e) After failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof.

(f) Upon sale of the property without consent as herein provided.

(g) Anything in this mortgage contained to the contrary notwithstanding, if it shall be necessary for Mortgagees or Mortgagees' agent to notify Mortgagors in writing of default under this contract for failure to make the required payments in a timely manner four times during any twelve-month period, then the Mortgagees shall not be obligated to provide any further notice of default and the mortgage will, at the option of Mortgagees, be in default and the Mortgagees shall have all remedies available to them as set forth herein.

14. SALE OF PROPERTY. That if the property subject to this mortgage shall be conveyed or assigned by the Mortgagors to any other party, then unless the Mortgagees shall in writing accept the written undertaking of the purchaser to assume and discharge all obligations of this mortgage, all of the mortgage indebtedness hereby secured shall at once become due and payable, at the option of the Mortgagees, (any provision or terms hereof to the contrary notwithstanding), and delay or failure on the part of the Mortgagees to demand payment shall not prejudice the Mortgagees' right thereto.

15. ESCROW. The parties hereby appoint Escrow Services of Jackson Hole of Jackson, Wyoming, as escrow agent and shall deliver to the escrow agent an executed counterpart of this agreement. All payments provided for in this mortgage shall be made to the said escrow agent for the account of Mortgagees, or as Mortgagees may designate in writing from time to time. The Mortgagors shall deliver to the escrow agent a Promissory Note and the Mortgagees shall deliver to the escrow agent a Release of Mortgage which shall be recorded upon payment in full of all sums due under the Promissory Note and Mortgage. The Mortgagors shall pay the escrow agent's acceptance fee and the Mortgagees shall pay any and all installment fees of the escrow agent. The parties agree that they shall hold harmless the escrow agent against all costs, damages, attorney's fees, expenses and liabilities which in good faith and without fault on its part it may incur or sustain in connection with this agreement, and in connection with any Court action arising out of this agreement.

16. MISCELLANEOUS. This mortgage may not be changed or terminated orally. The covenants contained in this mortgage

shall run with the land and bind the Mortgagors, the heirs, successors and assigns of the Mortgagors, and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall inure to the benefit of the Mortgagees, the personal representatives, successors and assigns of the Mortgagees, and all subsequent holders of this mortgage. The word "Mortgagor" shall be construed as if it read "Mortgagors" and the word "Mortgagee" shall be construed as if it read "Mortgagees" whenever the sense of this mortgage so requires.

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagors, hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

X Virgil D. Bailey
Virgil D. Bailey

X Peggy J. Bailey
Peggy J. Bailey

STATE OF Texas)
) ss.
COUNTY OF Smith)

The foregoing instrument was acknowledged before me by Virgil D. Bailey and Peggy J. Bailey this 1st day of December, 1987.

Witness my hand and official seal.

X Lisa Smith
Notary Public

My Commission Expires:
12-13-89

NOTARY PUBLIC STATE OF TEXAS
LISA SMITH
My Commission Expires
12-13-89

MORTGAGE DEED

THIS INDENTURE, made this 2 day of Dec., 1987, between Anthony E. Lewis a single person,

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 Eleven thousand eight hundred forty four and 71/100---------- 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 Sweetwater State of Wyoming, described as follows, to-wit:

Lots 13 and 14, Jim Bridger Estates, Second Filing, Sublette County, Wyoming.

219163

RECORDED Dec. 8 1987 3:40 PM
IN BOOK 48 mtg PAGE 691
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marie Raley

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 $....264.70..... each, the first such installment being due on the .....15th.....day of.....January....., 19.88..., 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.

Anthony E. Lewis

In the presence of

Tammy Russell

691

THE STATE OF WYOMING }
COUNTY OF _____ } ss.

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

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

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

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

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING }
COUNTY OF Sweetwater } ss.

On this 2nd day of December, 19 87 before me personally appeared Anthony E. Lewis
a single person
,
to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal this 2 day of December, 19 87.

Tammy Russell
Notary Public

My commission expires on the 24 day of October, 19 91.

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

[redacted]

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

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

.....
Deputy.

[redacted]

.....

ROCKY MOUNTAIN FEDERAL SAVINGS AND LOAN ASSOCIATION

Title Guaranty Company of Wyoming, Inc.
Form 4½C

This Instrument Filed for Record on the
9 day of Dec., 1987 at 12:30 o'clock P.M.
and Recorded in Book 48 of Mtg
Page 693
NO. 219181 Mary L. Lunsford
County Clerk
By: Mona Riley

MORTGAGE DEED

ROBERT A. HOEFER AND SUE HOEFER,
husband and wife

mortgagor s, of Sublette County, State of Wyoming, to secure the payment of Thirty Thousand, Five Hundred and 00/100 Dollars, due monthly with (a maximum interest thereon at the rate of 14.5 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable beginning January 30, 1988, at Three Hundred Eighteen and 49/100 ($318.49), and continuing monthly until December 30, 2002, at which time the entire unpaid principal and interest shall be due and payable.

in accordance with the provisions of that certain (adjustable-rate promissory note, dated December 4, 1987, hereby mortgage and warrant to mortgagee, NORTHWEST CREDIT UNION, a Utah Corporation
9383 South 7th East - P.O. Box 2019, in the City of Sandy
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:

LOT 8, BLOCK 10, MARBLETON TOWNSITE, Sublette County, Wyoming.

Please Initial: X RAH X SAH

Mortgagors agree to pay the indebtedness according to the terms of said (adjustable-rate 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 Thirty one Thousand ($31,000.00) 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.

Released BK 18 Pg 342

WITNESS our hand s this 4th day of December, 19 87.

X Robert A Hoefer
Robert A. Hoefer - owner

X Sue Hoefer
Sue Hoefer - owner

Attest Seal:

STATE OF WYOMING }
COUNTY OF SUBLETTE } ss.

The foregoing instrument was acknowledged before me by Robert A. Hoefer and Sue Hoefer

this 4th day of December, 19 87.

Witness my hand and official seal.

Edwin R. Adams
Notary Public
Title of Officer

Edwin R. Adams Notary Public
County of Sublette State of Wyoming

My Commission expires: July 28, 1988

693

LOAN MODIFICATION AGREEMENT

WHEREAS, on the 5th day of June, 1986, Michael R. and Patricia S. Nystrom P.O. Box 9, Pinedale, Wyoming duly executed and delivered a Promissory Note in the amount of THIRTY FIVE THOUSAND ($35,000.00) to BANK OF JACKSON HOLE, and WHEREAS, said note was modified by agreement dated January 5th, 1987 and recorded in Sublette County, Wyoming on January 28, 1987 in Book 50 Misc., Page 709, and

WHEREAS, on the 5th day of June, 1986 Michael R. and Patricia S. Nystrom, Duly executed and delivered a Mortgage on Real Property to the BANK OF JACKSON HOLE, Jackson, WY. Said Mortgage was in the principal amount of THIRTY FIVE THOUSAND ($35,000.00) and recorded in the Office of the Sublette County Clerk on June 25, 1986 in Book 46 of Photo Page 52, as Instrument 212556. Said mortgage was modified by agreement dated January 5th, 1987, and recorded in sublette county on January 28, 1987 in Book 50 Misc., Page 709, and

WHEREAS, on the 18th day of November 1987, Michael R. Nystrom executed a Quit Claim Deed to Patricia S. Nystrom. Said Quit Claim DEED was recorded in Sublette County on December 1, 1987 in Book 8 Quitclaim, Page 486 and

WHEREAS, it is in the mutual interest of both parties that the final maturity date on said Promissory Note and Mortgage be extended to November 30, 1988 with any remaining principal and interest due at maturity.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree and maturity of said Promissory Note and Mortgage are hereby extended to November 30, 1988 with any remaining principal and interest due maturity.

Dated at Jackson, Wyoming, this 21st day of November, 1987.

BANK OF JACKSON HOLE

By _____
Melvin D. Hutchings, President

_____
Patricia S. Nystrom

ATTEST: _____

219140

RECORDED Dec. 9 1987 3:00 PM
IN BOOK 48 mtg PAGE 694
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

STATE OF WYOMING)
)
COUNTY OF TETON)

On the 21st day of November, 1987, before me personally appeared Patricia S. Nystrom.

Witness my hand and official seal. _____
Notary Public

Mary K. Maurer, Notary Pub. County of Teton, State of Wyoming. My Commission Expires June 12, 19

STATE OF WYOMING)
)
COUNTY OF TETON)

On the 21st day of November, 1987, before me personally appeared Melvin D. Hutchings, to be personally known, who being by me duly sworn, did say that he is the president of BANK OF JACKSON HOLE, and that the seal affixed to said instrument is the corporation seal of said corporation, and the said instrument was signed and sealed on the behalf of said corporation by authority of its Board of Directors and said president acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

Witness my hand and official seal.

Mary K. Maurer, Notary Pub. County of Teton, State of Wyoming. My Commission Expires June 12,

Loanmodl/mm

[redacted] [redacted] [redacted]

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

EARL C. WRIGHT and JOLEEN M. WRIGHT, husband and wife, and LEE J. WRIGHT, a single man, P.O. Box 344, Pinedale, 82941 mortgagor S, of Sublette County, State of Wyoming, to secure the payment of Fifty Thousand Three Hundred Forty-Nine and 22/100 ($50,349.22) Dollars, due 11/15/88 with interest from 11/15/87 at the rate of twelve (12%) per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, the principal amount of $50,349.22 together with accrued interest, shall be payable in full on or before 11/15/88 with interest accruing from 11/15/87 at a rate of 12% per annum; do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, WY 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

ALL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN AS IF SET FORTH IN FULL.

219157

RECORDED December 10 1987 4:30 P.M.
IN BOOK 48 MTG PAGE 695
FEES $8.00 Mary L. Lankford 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 7th day of December A. D. 1987.

In the presence of

Earl C. Wright
EARL C. WRIGHT

Joleen M. Wright
JOLEEN M. WRIGHT

Lee J. Wright
LEE J. WRIGHT

695 Released Bk. 15 Rel @ Pg. 360

State of Wyoming
County of Sublette } ss.

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

this 7th day of December, 19 87.

Witness my hand and official seal.

Gwendolyn M. Stack
Signature

Notary Public
Title of Officer

My Commission Expires: Sept. 21, 1991

GWENDOLYN M. STACK NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

MORTGAGE DEED

FROM

TO

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

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

County Clerk and Ex-Officio Register of Deeds.

By ... Deputy Clerk

No. ...

Fees, $...

EXHIBIT "A"

TRACT A

A piece, parcel or tract of land lying in the NW¼SE¼, NE¼SW¼ 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 SE¼ of Section 23 which point is S.0°04'W., at a distance of 50.0 feet from the northeast corner of the NW¼ SE¼ 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 S.0°04'W., along the west line of the Hagenstein Tract for a distance of 579.0 feet;
thence N.89°59'W., a distance of 1,503.35 feet to a point on the east line of the Sublette County Garage Tract;
thence N.0°01'E., 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 S.89°59'E., 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 S.0°04'W., a distance of 50.0 feet from the northeast corner of the NW¼ of said Section 23;
thence S.0°04'W., along the west line of the Hagenstein Tract for a distance of 579.0 feet;
thence N.89°59'W., a distance of 60.00 feet;
thence N.0°04'E., for a distance of 579.0 feet to a point on the south boundary of the South Bench Road;
thence S.89°59'E., 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 NW¼SE¼, NE¼SW¼ 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 SE¼ of Section 23 which point is S.0°04'W., at a distance of 629.0 feet from the northeast corner of the NW¼ SE¼ 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 S.0°04'W., along the west line of the Hagenstein Tract for a distance of 420.0 feet;
thence N.84°07'05"W., for a distance of 1,510.9 feet, more or less, to the southeast corner of the County Garage Tract;
thence N.0°01'E., along the east line of the County Garage Tract, for a distance of 265.6 feet;
thence S.89°59'E., 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, all water and water rights, ditches and ditch rights, reservoir and reservoir rights 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;
RESERVING HOWEVER UNTO GRANTORS, an undivided one-half (½) interest in the oil, gas or all other minerals, together with the right of ingress and egress to prospect for, mine and remove same.

Earl C. Wright
EARL C. WRIGHT

Joleen M. Wright
JOLEEN M. WRIGHT

Lee J. Wright
LEE J. WRIGHT

Released BK. 14 Rel. Pg. 317

698

MORTGAGE DEED—FORM NO. 4½

THE MILLS COMPANY, SHERIDAN 141302

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

VIRGINIA KATHLEEN BUSTON, f/k/a VIRGINIA KATHLEEN PFISTERER and JAMES C. BUSTON, husband and wife, P.O. Box 248, Pinedale 82941

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of ($108,368.00) One Hundred Eight Thousand Three Hundred Sixty-Eight & NO/100 -- Dollars, due 11/20/97 with interest from 11/20/87 at the rate of twelve (12%) per cent per annum, payable annually evidenced by One (1) promissory note, of even date herewith, payable in 10 annual payments of $19,167.40 each, which include interest at the rate of 12% per annum; first said payment due 11/20/88 and on the same day of each year thereafter until paid in full, do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, WY 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lots Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19), Block Two (2) of the Original Townsite of Pinedale, Sublette County, Wyoming as the same appears of record on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;

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

219158

RECORDED December 10 1987 4:30 PM
IN BOOK 48 Mtg. PAGE 698
FEES $6.00 Mary L Lankford 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 amount Dollars during the life of this mortgage, in favor of and payable to the mortgagee, and in case the mortgagor S shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagee may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

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

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

Dated this 7th day of December A. D. 1987.

In the presence of

Virginia Kathleen Buston
VIRGINIA KATHLEEN BUSTON, f/k/a
VIRGINIA KATHLEEN PFISTERER

James C Buston
JAMES C. BUSTON

State of WYOMING
County of SUBLETTE } ss.

The foregoing instrument was acknowledged before me by VIRGINIA KATHLEEN BUSTON, f/k/a VIRGINIA KATHLEEN PFISTERER and JAMES C. BUSTON,

this 7th day of December, 1987.

Witness my hand and official seal.

Gwendolyn M. Stach
Signature
NOTARY PUBLIC
Title of Officer

My Commission Expires Sept. 21, 1991

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, $

700 Released RR 14 Rel. Pg 401

219191

RECORDED December 14, 1987 11:00 A.M
IN BOOK 48 Mtg. PAGE 700
FEES $10.00 Mary L. Lankford 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 DECEMBER 11, 19 87. The mortgagor is SCOTT A. SORENSEN & LANI L. SORENSEN, AS JOINT TENANTS ("Borrower"). This Security Instrument is given to FIRST WYOMING BANK - BIG PINEY, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 440 BUDD AVENUE, BIG PINEY, WY 83113 ("Lender"). Borrower owes Lender the principal sum of SEVENTEEN THOUSAND AND NO/100 ********** Dollars (U.S. $ 17,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 5, 1990. 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 6, BLOCK 3, BALL FIRST ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING, AS THE SAME APPEARS OF RECORD ON THE OFFICIAL MAP OR PLAT THEREOF AS FILED IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS, SUBLETTE COUNTY, WYOMING;

TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES THEREUNTO APPERTAINING, SAID IMPROVEMENTS AND APPURTENANCES INCLUDING WITHOUT LIMITATION ONE (1) 1982 TITAN MOBILE HOME, V.I.N. NO. 2220656 133, AND ALL PARTS, ACCESSORIES, ACCESSIONS, ADDITIONS, ATTACHEMENTS, REPLACEMENTS AND FIXTURES THEREIN OR IN ANY WAY ATTACHED THERETO OR USED IN CONNECTION THEREWITH OR IN ANY WAY APPURTENANT THERETO;

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.

which has the address of 720 5TH STREET [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.

[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.

701

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 a 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 convenants 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 accelera[redacted] paplus 13 or 17. [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.

X Scott A. Sorensen (Seal)
SCOTT A. SORENSEN —Borrower

X Lani L. Sorensen (Seal)
LANI L. SORENSEN —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this December 11, 1987 (date) by

SCOTT A. SORENSEN AND LANI L. SORENSEN (person acknowledging)

My Commission expires:
November 12, 1991

Ola A. Miley Notary Public

OLA A. MILEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 12, 1991

RELEASE OF ASSIGNMENT OF REAL ESTATE CONTRACTS AND MORTGAGES

KNOW ALL MEN BY THESE PRESENTS:

That FIRST WYOMING BANK-EVANSTON, of the County of Uinta, State of Wyoming, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby release from that certain Assignment of Real Estate Contracts and Mortgages Agreement dated January 27, 1984, executed by Hoback Ranches, Inc., a Wyoming Corporation, as Assignor, to the said County Clerk of Sublette County, State of Wyoming, on the said First Wyoming Bank-Evanston as Assignee, and recorded in the office of the County Clerk of Sublette County, State of Wyoming, on the 30th day of January 1984, in Book 43 Misc pg 637, that portion of the property covered by said Assignment of Real Estate Contracts and Mortgages Agreement mortgage and described as follows, to-wit:

All of tract 12, sheet 12 Hoback Ranches Subdivision according to that plat filed in the office of the County Clerk Sublette Co-Wyoming.

It being expressly understood and agreed that this release shall not affect or impair the said Assignment of Real Estate Contracts and Mortgages Agreement or security thereof in any manner of form whatsoever as to the remainder of the Assignment of Real Estate Contracts and Mortgages therein and thereby and not herein released.

In Witness Whereof, the FIRST WYOMING BANK-EVANSTON has caused these Presents to be signed by its Vice President and its corporation seal to the affixed this 10th day of December 1987.

FIRST WYOMING BANK-EVANSTON

BY: _____

ITS: _____

Attest Seal:

_____

THE STATE OF WYOMING)
) ss
COUNTY OF UINTA)

On this 10th day of December 1987, before me personally appeared Leslie M. Sharbono, to me personally known, who, being by me duly sworn, did say that he is the Vice President of First Wyoming Bank-Evanston 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 Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 10th day of December 1987.

_____
NOTARY PUBLIC

My Commission Expires on

5-4-91

219266

RECORDED Dec. 15 1987 11:15 AM
IN BOOK 48 mtg PAGE 704
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

RETURN TO:
GOLDOME - RAINIER
P.O. Box 990
Seattle, WA 98111
POOL NUMBER 40134

218268

RECORDED Dec. 16 1987 8:35AM
IN BOOK 48 mtg PAGE 705
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

ASSIGNMENT OF DEED OF TRUST

For Value Received, RAINIER MORTGAGE COMPANY hereby assigns and conveys to: GOLDOME REALTY CREDIT CORP.
whose address is: One Fountain Plaza, Buffalo, NY 14203 all rights, title and interest of RAINIER MORTGAGE COMPANY as Beneficiary under that certain Deed of Trust recorded in the office of the County Auditor of
SUBLETTE County, of Recording District, Judicial District, State of WYOMING, under Recorder's File Number, on the date, in the Volume and Page of the Book of Mortgages as shown below, together with the Note secured thereby:

DATE OF INSTRUMENT	GRANTOR/TRUSTOR	AMOUNT	RECORDING INFORMATION -FILE NO.	DATE	VOLUME/PAGE
02/25/80	FELIX VINCENT MARCHESE AND BRENDA MARCHESE, HUSBAND AND WIFE	$44,000	178944	02/27/80	32/423

Legal Description:

AS DESCRIBED IN SAID DEED OF TRUST

Whenever herein the word "Deed of Trust" is used, the same shall include "Mortgage," the word "Grantor " shall include "Mortgagor" and "Trustor" and the word "Beneficiary" shall include "Mortgagee," as the particular situation or context may require.

Dated: 08 DEC 1987

By: Lance Richmond
Authorized Signature

STATE OF WASHINGTON
County of King

On this 8th of DECEMBER, 1987 before me, the undersigned Notary Public in and for the County and State, personally appeared Fred S. Adamson or Richard D. Almy or James C. Kearney or Lance Richmond, or Gayle Spencer known to me to be Authorized Signatures of the Corporation that executed the within Instrument and known to me to be the person who executed the within Instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws.

WITNESS my hand and official seal

JENNIFER L. RICHARD
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAR 15, 1991

Jennifer L. Richard
Notary Public in and for said County and State

Assigned for 5.2 mtg. of Pg. 531
Asn. BK 65 mtg. pg. 102 5/28/94
706 10/12/79 Rlsd. PL 50 Fee Pg 1 1

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 8th day of December ,

19 87 , John N. Overgaag and Michelle A. Overgaag, husband and wife who,

whether one person or more, are herein called MORTGAGOR whose address is
P.O. Box 1105 Pinedale, Wy 82941

hereby MORTGAGES

to MORTGAGEE, namely: Teton Mortgage Company, Inc.

whose address is P.O. Box 3904
Jackson, Wy 83001
with POWER OF SALE, the property situate in the County of Sublette Wyoming described as follows, to wit:

Lot 37, Half Moon Mountain Subdivision, Fourth Filing, 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 --Eighty Five Thousand and No/100-- DOLLARS

($ 85,000.00) with interest at the rate of Ten and One Half/100 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 --Seven Hundred Seventy Seven and 53/100 -- DOLLARS ($ 777.53), commencing on the 1st day of February , 19 88 , 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 January , 2018 . 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] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

X John N. Overgaag
John N. Overgaag Mortgagor

X Michelle A. Overgaag
Michelle A. Overgaag Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 8th day of December 9th, 1987, 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.

X Aileen M. Bailey
Notary Public

My commission expires on the 17th day of September, 1990.

Aileen M. Bailey
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Sept. 17, 1990

219228

RECORDED Dec. 17 1987 4:00 PM
IN BOOK 48 mtg PAGE 706
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mare Riley

TETON MORTGAGE COMPANY, INC.
140 SOUTH CACHE STREET
P.O. BOX 3904
JACKSON, WYOMING 83001

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Teton Mortgage Company, Inc., whose address is P.O. Box 3904., Jackson, Wyoming 83001, a corporation and existing under the laws of the State of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by John N. Overgaag and Michelle A. Overgaag and appears recorded in book 48 of mortgages, beginning on page 706 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lot 37, Half Moon Mountain Subdivision, Fourth Filing, Sublette County, Wyoming

215229

RECORDED Dec. 17 1987 4:00 PM
IN BOOK 48 mtg PAGE 708
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

together with the note or notes thereby, to the Otero Savings & Loan Association 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 December, 1987.

*Doing business without a corporate seal.

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 December 1987.

Witness My hand and official seal.
My Commission expires: 7-18-88

Claire K. Abrams

[illegible] Notary Public
Teton County, State of Wyoming
Commission expires July 18, 1988.

State of Wyoming

Mortgage

FHA Case No.
591-0486145-203

Know All Men by These Presents, That Alfred N. Archambault and Cathy C. ~~Archambault~~ a.n.a. Archambault, husband and wife

herein designated as Mortgagor, of P.O. Box 14 Big Piney, County of Sublette, State of Wyoming 83113, to secure the payment of the principal sum of --Sixty One Thousand Six Hundred and No/100 -- Dollars ($ 61,600.00), 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 Sixty Three and 47/100 -- Dollars ($ 563.47), commencing on the first day of February, 19 88, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2018, hereby mortgages to said Mortgagee, the following-described real estate, situated in Sublette County, State of Wyoming, to wit:

Lots 16, 17 and 18, Block 5, Marbleton Townsite, Sublette County, Wyoming

218243

RECORDED Dec. 18 1987 1:40 PM
IN BOOK 48 mtg PAGE 709
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

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 part on any installment due date.

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

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

Released Bk 17 pg. 234 12/16/94

709 · Assigned Bk 52 mtg pg 528

(b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby;
(III) amortization of the principal of said note; and
(IV) late charges.

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 the 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 (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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. This option may not be exercised by the Mortgagee 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.

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 Cathy C. Archambault wife of the said Alfred N. Archambault upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgage all her rights of homestead in and to the above granted premises.

In Witness Whereof, the Mortgagor(s) ha ve hereunto set their hand(s) this 18th day of December , 19 87

In the presence of—

Alfred N. Archambault

Alfred N. Archambault

Cathy C. Archambault

Cathy C. Archambault

711

The State of Wyoming

ss:

County of Sublette

On this 18th day of December, 1987, before me personally appeared Alfred N. Archambault and Cathy C. Archambault 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 18th day of December, A.D. 19 87

Aileen M. Bailey [SEAL] Notary Public
County of Sublette State of Wyoming
My commission expires My Commission Expires Sept. 17, 1990

Aileen M. Bailey
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

FHA DUE ON TRANSFER RIDER

This rider is made this 18th day of December, 19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed 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 Mortgage, Deed of Trust, or Security Deed and located at 415 Budd Avenue
Marbleton, Wy 83113
(property address)

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Borrower accepts and agrees to the terms contained in this rider.

Alfred N. Archambault
(Borrower)
Alfred N. Archambault

Cathy C. Archambault
(Borrower)
Cathy C. ARchambault

714

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 Alfred N. Archambault and Cathy C. Archambault and appears recorded in book 48 of mortgages, beginning on page 709 in the office of the County Clerk of ~~Teton~~ Sublette County, Wyoming, and which covers property described as follows:

Lots 16, 17 and 18, Block 5, Marbleton Townsite, Sublette County, Wyoming

218244

RECORDED Dec. 18 1987 1:40 P M
IN BOOK 48 mtg PAGE 714
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

together with the note or notes thereby, to the Otero Savings & Loan Association 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 December, 1987.

*Doing business without a corporate seal.

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 December 1987.

Witness My hand and official seal.
My Commission expires: 7-18-88

CLAIRE R. ABRAMS NOTARY PUBLIC
Teton County, State of Wyoming
Commission expires July 18, 1988.

Claire R. Abrams

[redacted] [redacted] [redacted]

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

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

PAUL E. ROHDE AND BARBARA D. ROHDE, husband and wife,

mortgagor S, of 2400 12th St. N.W., Winter Haven Polk County, State of Florida, to secure the payment of Eighteen Thousand and NO/100 ($18,000.00) Dollars, due 11/20/97 with interest from 11/17/87 at the rate of Twelve (12%) per cent per annum, payable monthly ~~annually~~ evidenced by One (1) promissory note, of even date herewith, payable in 120 equal monthly payments of $258.26 each, which include interest at the rate of 12% per annum; first said payment due 12/20/87 and on the 20th day of each month thereafter until paid in full, do hereby mortgage to FIRST NATIONAL BANK OF PINEDALE mortgagee, whose address is P.O. Box 519 Pinedale, WY 82941 the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:

Lot A30, Boulder Lake Country Estates, Amended Fourth Filing, Unit A, Sublette County, Wyoming as the same appears of record on the official map or plat thereof as filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;

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

SUBJECT TO restrictions governing Boulder Lake Country Estates, Amended Fourth Filing, Unit A, as recorded on 9/4/84 in Book 45 of Miscellaneous, page 787, in the office of the Sublette County Clerk.

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

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

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

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

Dated this day of A. D. 19.

In the presence of

Paul E. Rohde
PAUL E. ROHDE

Barbara D. Rohde
BARBARA D. ROHDE

715

State of FLORIDA }
County of _____ } ss.

The foregoing instrument was acknowledged before me by PAUL E. ROHDE and BARBARA D. ROHDE, this 2 day of Dec., 1987.

Witness my hand and official seal.

Signature
NOTARY PUBLIC
Title of Officer

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 23,1990
BONDED THRU GENERAL INS. UND.

My Commission Expires: _____

218246

RECORDED Dec. 18 19 87 2:00 P M
IN BOOK 48 mtg PAGE 715
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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

JOHN N. OVERGAAG and MICHELLE A. OVERGAAG, husband and wife, mortgagors, of Pinedale, Sublette County, Wyoming, to secure the payment of One Hundred Twenty-One Thousand and NO/100 ($121,000.00) Dollars, evidenced by two Promissory Notes of even date herewith and payable as set out therein. Payments shall first be applied to accrued interest and then to principal. Prepayments either in full or partial are expressly allowed without penalty. Partial prepayments shall not act to delay or reduce the amount of the next due monthly payment but shall reduce the amount of principal owing and thus the total number of monthly payments remaining; do hereby mortgage to KENNETH CARVALHO and KATHLEEN CARVALHO, husband and wife, mortgagees, and to ROOKIES LODGE, INC., whose address is Star Route 1-3, Pinedale Wyoming 82941, the following described real estate, situated in the Count of Sublette, in the State of Wyoming, to-wit:

> Tract Two (2) of the Decker Oil Tract Plat as recorded in the office of the County Clerk of Sublette County; Wyoming at Book 50 of Miscellaneous, page 97; being part of the W½NW¼ of Section 26, T34N, R111W of the 6th P.M., 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.

219272

RECORDED Dec 21 19 87 2:00 P.M.
IN BOOK 48 PAGE 717
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep the buildings thereon insured in a sum not less than their fair market value during the life of this mortgage, in favor of and payable to the mortgagees and in case the mortgagors shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the mortgagees may insure said buildings and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate. The mortgagors further covenant to comply with all of the conditions and obligations set out in that certain Agreement For Purchase entered in between the parties on the same date as this mortgage and concerning the same real property.

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 it shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorney's fees. Provided that no acceleration shall be declared nor any foreclosure suit commenced until thirty (30) days after written notice of the default. Mortgagors may cure any default during either of said periods. Notice shall be considered delivered upon mailing said default notice to mortgagors' last known address, certified and return receipt requested.

In the event after default and notice, mortgagees or their assigns shall commence suit to foreclose this mortgage, mortgagees shall be entitled to immediate

Rlsd. Bk 18 Pg. 66 5/6/94

possession of the mortgaged premises and to the rents and income thereof. Said right shall continue throughout the foreclosure period and shall specifically include any statutory redemption period after foreclosure.

Mortgagees agree to subordinate this second mortgage to a new mortgage not to exceed Twenty-Thousand and NO/100 ($20,000.00) Dollars in principal upon the request of Mortgagors on the following conditions:

(a) The present mortgage held by WALTER ANDREW and KRISTINE ANDREW as recorded at Book 47 of Mortgages, page 536, in the office of the County Clerk, Sublette County, Wyoming, must be satisfied in full.

(b) The proceeds must constitute new debt of the Mortgagors and must be used to either purchase business assets for the bulk fuel business located on the mortgaged property or to construct improvements on the mortgaged property.

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

DATED this 15th day of December, 1987.

JOHN N. OVERGAAG

MICHELLE A. OVERGAAG

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed with Release of Homestead** was acknowledged before me by JOHN N. OVERGAAG and MICHELLE A. OVERGAAG, this 15th day of December, 1987.

WITNESS my hand and official seal.

Susan J. Bodgers
County of
Sublette
My Commission expires:
Dec. 12, 1990
Notary Public
State of
Wyoming

NOTARY PUBLIC

My Commission Expires:

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 21, 19 87. The mortgagor is WILLIS D. MCAMIS, d/b/a CUSTOM CONSTRUCTION ("Borrower"). This Security Instrument is given to FIRST WYOMING BANK - BIG PINEY, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 440 BUDD AVENUE, BIG PINEY, WY 83113 ("Lender"). Borrower owes Lender the principal sum of SEVEN THOUSAND FOUR HUNDRED FIFTY AND NO/100 ********** Dollars (U.S. $ 7,450.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 20, 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:

THAT PART OF LOT 2(NW/4NE/4) OF SECTION 4, T.34N., R.110W., 6TH P.M., SUBLETTE COUNTY, WYOMING LYING AND BEING SITUATE EASTERLY OF THE CENTER-LINE OF STATE HIGHWAY 352, EXCEPTING THEREFROM THE W/2NE/4 OF SAID LOT 2 AS PATENTED TO THE COUNTY OF SUBLETTE OF RECORD IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY IN BOOK 4 OF PATENTS, PAGE 53 AND ALSO EXCEPTING THEREFROM THE EAST THIRTY FEET OF THE NW/4 OF SAID LOT 2(NW/4NE/4) OF SAID SECTION 4 IN ACCORDANCE WITH THE ORIGINAL SURVEY PLAT OF SAID T34N, R110W AND AS MONUMENTED UPON THE GROUND WITH STEEL T-SHAPED STAKES 18" LONG WITH METAL CAP INSCRIBED "SURVEY POINT DO NOT DISTURB RLS164" AS CONVEYED TO THE COUNTY OF SUBLETTE OF RECORD IN SAID OFFICE IN BOOK 8 OF QUIT-CLAIM DEEDS, PAGE 421.

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.

219280

RECORDED Dec. 22 19 87 10:20 A M
IN BOOK 48 Mtg PAGE 719
FEES $ 10.00 Mary C. Lou Lord COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

which has the address of HIGHWAY 352 [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.

719 Released BK. 15 Rel @ Pg. 411

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 a 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 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 convenants 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.

Willis D. McAmis d/b/a Custom Construction (Seal)
WILLIS D. MCAMIS, d/b/a CUSTOM CONSTRUCTION —Borrower

X ..... (Seal)
—Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this December 21, 1987 (date) by

WILLIS D. MCAMIS, d/b/a CUSTOM CONSTRUCTION
(person acknowledging)

My Commission expires:
November 12, 1991

Maxine M Johnson
Notary Public

MAXINE M. JOHNSON - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 12, 1991

219334

RECORDED Dec. 28 1987 1:30 PM
IN BOOK 48 mtg PAGE 723
FEES 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mare Riley

218282

RECORDED Sept. 29 1987 1:30 P M
IN BOOK 48 mtg PAGE 386
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 14, 1987, 19 87. The mortgagor is Robert B. Carpender and Karen P. Carpender, husband and wife ("Borrower"). This Security Instrument is given to Wy. Hy. Federal Credit Union, which is organized and existing under the laws of Wyoming, and whose address is 5300 Bishop Cheyenne, Wyoming 82001 ("Lender"). Borrower owes Lender the principal sum of Twelve Thousand and no/100---------- Dollars (U.S. $ 12,000.00). 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 Dec. 1, 1997. 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 LOTS 3 AND 4, SECTION 3, T.33N., R.109W., 6TH P.M., SUBLETTE COUNTY, WYOMING described as follows:

Beginning at the southwest corner of Block 6, Cooley First Addition to the Town of Pinedale, Wyoming; thence, 80.00 feet south on the east line of Bridger Avenue to the point of beginning of this traverse, being Corner No. 1; thence, south 250.00 feet along the east line of Bridger Avenue to Corner No. 2; thence, east 652.059 feet, more or less, along a line parallel to Mill Street to a point on the right-of-way of U. S. Highway No. 191 (formerly known as U. S. Highway No. 187), being Corner No. 3; thence, northwest, along the west right-of-way line 286.387 feet, more or less to the south line of Mill Street, being Corner No. 4; thence, west, along the south line of Mill Street, 512.353 feet, more or less, to the point of beginning; EXCEPTING THEREFROM THAT PART OF SAID LOTS 3 AND 4, SECTION 3, T.33N., R.109W., 6TH P.M., SUBLETTE COUNTY, WYOMING described as follows: Beginning at the southwest corner of Block 6 of the Cooley First Addition to the Town of Pinedale; thence, south 80.00 feet along the east line of Bridger Avenue to the point of beginning; thence, continuing south 249.60 feet along the said east line to a point; thence, S.89°54.50'E., 218.15 feet along a line parallel to the south line of Mill Street to a point; thence, north, 249.60 feet to a point on a protraction of the south line of Mill Street; thence, N.89°54.50'W., 218.15 feet along the south line to the point of beginning.

THIS MORTGAGE BEING CORRECTIVELY RECORDED TO CORRECT THE DESCRIPTION IN MORTGAGE RECORDED SEPTEMBER 29, 1987 IN BOOK 48 OF MORTGAGES, PAGE 386.

which has the address of Corner Pine (Hgwy. 191) & Mill Street [Street] Pinedale [City],
Wyoming 82941 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2–4 Family Rider

☐ Graduated Payment Rider ☐ Planned Unit Development Rider

☒ Other(s) [specify] Addendum to mortgage

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Robert B. Carpender (Seal) —Borrower

Karen P. Carpender (Seal) —Borrower

State of Wyoming, Laramie County ss:

The foregoing instrument was acknowledged before me this 9-14-87 (date) by Robert B. Carpender and Karen P. Carpender (person acknowledging)

My Commission expires: October 30, 1989

Debrah K. Huff Notary Public

DEBRAH K. HUFF - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires OCT. 30, 1989

ADDENDUM TO MORTGAGE

THIS ADDENDUM is made to a certain mortgage dated the 14 day of Sept., 1987, between the mortgagors, Wy Hy Federal Credit Union; and the mortgagee, Robert B. Carpender and Karen P. Carpender husband and wife, whose address is _____.

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

IN WITNESS WHEREOF, Borrowers and Lender have executed this Addendum to the Mortgage dated this 14 day of Sept., 1987, by and between the parties.

Betty Lee Squires

Robert B. Carpender

Karen P. Carpender

COUNTY OF Laramie)
) SS
STATE OF Wyoming)

The foregoing instrument was acknowledged before me this 14 day of Sept., 1987, by ~~XXXXXXXXXX~~ Robert B. Carpender and Karen P. Carpender husband and Wife.

Debrah K. Huff
NOTARY PUBLIC

My Commission Expires:

October 30, 1989

DEBRAH K. HUFF - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires OCT. 30, 1989

Wy Hy FEderal Credit Union
P. O. Box 645, Cheyenne, Wyo. 82003

By Betty Lee Squires

COUNTY OF LARAMIE)
) SS
STATE OF WYOMING)

The foregoing instrument was acknowledged before me this 14 day of Sept., 198 87, by ~~XXXXXXXXXX~~ Betty Lee Squires.

Debrah K. Huff
NOTARY PUBLIC

DEBRAH K. HUFF - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires OCT. 30, 1989

My Commission Expires:

October 30, 1989

728

JOHN A. ZEBRE & LOIS T. ZEBRE 2032 PRAIRIE AVE. ROCK SPRINGS, WY 82901 **MORTGAGOR** "I" includes each mortgagor above.	FIRST WYOMING BANK-ROCK SPRINGS P.O. BOX 940 ROCK SPRINGS, WY 82901 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, JOHN A. ZEBRE & LOIS T. ZEBRE, HUSBAND & WIFE, mortgage, grant and convey to you, with power of sale, on DECEMBER 17, 1987, the real estate described below and all rights, easements, appurtenances, rents, leases and improvements and fixtures that may now or at any time in the future be part of the property (all called the "property").

PROPERTY ADDRESS: 443 NORTH FRANKLIN (Street), PINEDALE (City), Wyoming 82941 (Zip Code)

LEGAL DESCRIPTION:

LOT 4, BLOCK 3,COOLEY EIGHTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

219349

RECORDED Dec. 30 19 87 11:00 AM
IN BOOK 48 mtg PAGE 728
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

located in SUBLETTE County, State of Wyoming.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and _____.

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I may at any time owe you under this mortgage, the instrument or agreement described below, any renewal, refinancing, extension or modification of such instrument or agreement, and, if applicable, the future advances described below.

The secured debt is evidenced by (describe the instrument or agreement secured by this mortgage and the date thereof): DECEMBER 17, 1987, INCLUDING EXTENSIONS, MODIFICATIONS AND RENEWALS THEREOF:

The above obligation is due and payable on _____ if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of EIGHTEEN THOUSAND SIX HUNDRED AND FIFTY DOLLARS AND NO/00 Dollars ($ 18,650.00), plus interest and all other amounts, plus interest, advanced under the terms of this mortgage to protect the security of this mortgage or to perform any of the covenants and agreements contained in this mortgage.

☒ **Future Advances:** The above amount is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be made in accordance with the terms of the note or loan agreement evidencing the secured debt and will have priority to the same extent as if made on the date this mortgage is executed.

☐ **Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.

☐ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

RIDERS: ☐ Commercial ☐ Construction ☐ _____

SIGNATURES: By signing below, I agree to the terms and covenants contained on the front and back sides of this mortgage, in any instruments evidencing the secured debt and in any riders described above and signed by me. I acknowledge receipt of a copy of this mortgage.

JOHN A. ZEBRE

LOIS T. ZEBRE

ACKNOWLEDGMENT: STATE OF WYOMING, County of Sublette Sweetwater } ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by John A. Zebre + Lois T Zebre husband + wife this 17th day of December, 1987.

Corporation with no Seal

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, _____, _____, a corporation, has no corporate seal.

Witness my hand and official seal.

Notary Public
State of Wyoming
Sweetwater
My Commission Expires 3/14/89

Dora F. Delamarter
(Notary Public)

My commission expires: [redacted]

© 1985 [redacted] SYSTEMS, INC., ST. CLOUD, MN 66301 FORM [redacted]-MTG-W [redacted]

[redacted] WYOMING

[redacted] [redacted] [redacted]

COVENANTS

1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt exclusive of interest or principal, second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. Claims against Title. I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.

5. Expenses. I agree to pay all of the expenses you incur, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. Default and Acceleration. If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may, at your option, accelerate the maturity of the secured debt and demand immediate payment, and exercise any other remedy available to you. You may enforce this mortgage by exercising any remedy provided by law, including, but not limited to, the power of sale. You will be entitled to a judgment for any deficiency as provided by law.

If you elect to exercise your power of sale, you will give notice of your intent to foreclose by advertisement and sale as provided by law. You will publish notice of the sale and sell the property according to applicable law. The proceeds of the sale will be applied first to the costs and expenses of the sale including, but not limited to, reasonable attorneys' fees, then to payment of the secured debt, and finally, if there is any surplus, to the person(s) legally entitled to it.

7. Assignment of Rents and Profits and Lender in Possession. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If you accelerate this mortgage as provided in paragraph 6 or if I abandon the property, you are entitled to enter upon, take possession and manage the property, and collect the rents and profits of the property, either in person, by agent or by court appointed receiver, until the expiration of any period of redemption following judicial sale. Except when otherwise directed by the court, any rents and profits you collect will be applied first to the costs of managing the property and collecting the rents and profits, including, but not limited to, receivers fees, court costs, and reasonable attorneys' fees, and then to payments on the secured debt as provided in Covenant 1.

8. Prior Security Interests. I will make payments when due and perform all other covenants under any mortgage, deed of trust, or other security agreement that has priority over this mortgage. I will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this mortgage or any note or agreement secured thereby without your written consent. I will promptly deliver to you any notices I receive from any person whose rights in the property have priority over your rights.

9. Leaseholds; Condominiums; Planned Unit Developments. I agree to 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, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

10. Authority of Mortgagee to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, or any other mortgage, deed of trust, lien or other security interest that has priority over this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.

11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. Waiver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.

14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I sign this mortgage but do not sign the secured debt I do so only to mortgage my interest in the property to secure payment of the secured debt and by doing so, I do not agree to be personally liable on the secured debt. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. Release. When I have paid the secured debt in full and all underlying agreements have been terminated you will release this mortgage without charge to me. I agree to pay all costs to record the release.

18. Severability. Any provision or clause of this mortgage or any agreement evidencing the secured debt which conflicts with applicable law will not be effective unless that law expressly or impliedly permits variations by agreement. If any provision or clause of this mortgage or any agreement evidencing the secured debt cannot be enforced according to its terms, this fact will not affect the enforceability of the balance of the mortgage and the agreement evidencing the secured debt.

19. Waiver of Homestead Exemption. I hereby release and waive all rights under and by virtue of the homestead exemption laws of Wyoming.

Rlsd. Bk 18 pg 660 12/1/97
Rlsd. Bk 19 pg 13 1/27/98

730

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ....DECEMBER 1,....., 19..87..... The mortgagor RICHARD C. TEFERTILLER AND PENNY K. TEFERTILLER, ... AS JOINT TENANTS ..... ("Borrower"). This Security Instrument is given to ..... FIRST WYOMING BANK - BIG PINEY ..... , which is organized and existing under the laws of ..THE UNITED STATES OF AMERICA., and whose address is ..... 440 BUDD AVENUE, BIG PINEY, WY 83113 ..... ("Lender"). Borrower owes Lender the principal sum of EIGHTY TWO THOUSAND SEVEN HUNDRED SEVENTY TWO AND .... 16/100..... Dollars (U.S. $ ..82,772.16 .....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on .DECEMBER 1, 1990..... 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 3 AND 4, CHAPIN SUBDIVISION, SUBLETTE COUNTY, WYOMING.

MOTGAGOR EXPRESSLY COVENANTS THAT ITS OBLIGATION TO THE MORTGAGEE SHALL NOT BE ASSUMED BY ANY OTHER PARTY AND THAT MOTRGAGORS SHALL REMAIN THE SOLE OBLIGOR UNTIL SAID OBLIGATIONS IS PAID IN FULL.

219384

RECORDED Jan. 4 1988 4:00 PM
IN BOOK 48 mtg PAGE 730
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

which has the address of .CHAPIN HEIGHTS SUBDIVISION....., [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 a 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 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 convenants 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 rei[redacted] not apply in the case of acceleration u[redacted] graphs 13 or 17. [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.

X Richard C. Tefertiller (Seal)
RICHARD C. TEFERTILLER —Borrower

X Penny K. Tefertiller (Seal)
PENNY K. TEFERTILLER —Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this December 29, 1987 (date) by RICHARD C. TEFERTILLER AND PENNY K. TEFERTILLER (person acknowledging)

My Commission expires: November 12, 1991

Maxine M. Johnson
Notary Public

MAXINE M. JOHNSON - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 12, 1991

734

FOR BANK USE ONLY	Account Number	Loan Number	Date of Note	Due Date	Principal Amount
		84107	12-23-87	12-20-97	29,200.00

MORTGAGE

Borrower: James B. and Bobbie Maddox
P.O. Box 165
Big Piney, Wyoming 83113

Bank: Norwest Bank Kemmerer, N.A.
716 Pine Avenue
Kemmerer, Wyoming 83101

Borrower is the owner of the following-described real property located in Sublette County, Wyoming (the Real Property):

Township 31 North, Range 111 West of the 6th P.M., Sublette County, Wyoming
Section 34: S/2SW/4SW/4

219437

RECORDED Jan. 7 19 88 9:00 AM
IN BOOK 48 mtg PAGE 734
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Petty

Bank has agreed to lend to Borrower, or Borrower has agreed to offer the Property in support of an obligation, in the principal amount of $ 29,200.00 on certain terms and conditions. The indebtedness will be evidenced by a promissory note or notes which, with any notes given in renewal of or substitution for the notes originally issued, are called "the Notes." The Notes will mature not later than 12-20-97.

In addition to the Notes, Borrower may, from time to time, become indebted to the Bank by reason of loans, guarantees, or otherwise. The Notes, plus all other amounts owed the Bank by the Borrower are secured by this Mortgage and called the "Indebtedness."

The "Related Documents" shall mean that certain (check which applies)

- ☐ loan agreement dated _____,
- ☐ security agreement(s) dated _____,
- ☐ guaranty dated _____,
- ☐ other: (specify) _____

which are executed in connection with this Mortgage.

To secure payment of the Indebtedness with interest thereon in strict accordance with the terms of the Notes, or any other agreements evidencing part of the Indebtedness, and to secure performance by Borrower of the covenants contained in this Mortgage and Related Documents, Borrower mortgages and conveys to Bank the Real Property with all appurtenances, all existing or future improvements, all rights relating to the Real Property (including minerals, oil, gas, water, and the like), all ditch rights (including stock in entities with ditch or irrigation rights), and all equipment, furnishings and fixtures owned by Borrower now or hereafter located on or used in connection with the Real Property, all of which is called the "Mortgaged Property," and presently assigns to Bank all rents, revenues, income, issues and profits from the Mortgaged Property, whether now or hereafter due, on the following terms and conditions:

1. **Payment and Performance.** Borrower will pay to Bank promptly when due all amounts payment of which is secured by this Mortgage and will strictly perform all obligations imposed upon Borrower by this Mortgage.
2. **Late Charge.** If the Mortgaged Property does not consist of a single-family, owner-occupied dwelling located in Oregon, then the late charge will be calculated at the rate of _____ percent per annum on the delinquent installment. An installment will be delinquent if not paid within _____ days of the due date.

   If the Mortgaged Property consists of a single-family, owner-occupied dwelling, then the following rule shall apply with respect to late charges. A late charge may be charged on any payment that is more than _____ days late (excluding Saturday, Sunday, and legal holidays that fall on the _____ day). The late charge will be in the amount of _____ percent of the sum of principal and interest of the delinquent installment payment then due.
3. **Possession.** Until in default, Borrower may remain in possession and control of and operate and manage the Mortgaged Property and collect the rents, revenues, income, issues and profits.
4. **Warranties of Borrower.**
   4.1 **Title:** Borrower warrants that Borrower holds merchantable title to the Mortgaged Property in fee simple, free of all encumbrances other than (a) those enumerated in the title policy, if any, issued for the benefit of the Bank in connection with this transaction and accepted by the Bank; and (b) the encumbrances described as: None.
   _____
   _____. (These are referred to, in this Mortgage, as "Permitted Encumbrances").
   4.2 **Defense of Title.** Borrower warrants and will forever defend the title against the lawful claims, other than Permitted Encumbrances, of all persons. In the event any action or proceeding is commenced that questions Borrower's title or the interest of the Bank under this Mortgage, Borrower shall defend the action at Borrower's expense.
   4.3 **Liens.** If any Permitted Encumbrance is a lien, Borrower shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice, or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.
   4.4 **Compliance with Laws.** Borrower warrants that its use of the Mortgage Property complies with all existing applicable laws, ordinances and regulations of governmental authorities.
5. **Casualty Insurance.**
   5.1 **Maintenance of Casualty Insurance.** Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsements on (check which applies)
   - ☒ a replacement cost
   - ☐ an actual cash value

   basis covering all improvements on the Mortgaged Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Bank. Policies shall be written by insurance companies reasonably acceptable to Bank. Borrower shall deliver to Bank certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days written notice to Bank.
   5.2 **Borrower's Report on Insurance.** If the Mortgaged Property is not a single-family residence or vacant land, the Borrower shall within 60 days after the close of its fiscal year, furnish to Bank a report on each existing policy of insurance showing:
   (a) the name of the insurer;
   (b) the risks insured;
   (c) the amount of the policy;
   (d) the property insured, the then current (check which applies) ☐ cash value of the property, and the manner of determining that value; ☐ replacement cost of the property, and the manner of determining that cost; and
   (e) [redacted]on date of the policy.
   B[redacted] upon request have an independent [redacted] satisfactory to Bank determine the (ch[redacted]pplies)
   ☐ [redacted] ☐ [redacted] [redacted]

5.3 **Application of Proceeds.** Borrower shall promptly notify Bank of any loss or damage to the Mortgaged Property. Bank may make proof of loss if Borrower fails to do so within 15 days of the casualty. All proceeds of any insurance on the Mortgaged Property shall be held by Bank as part of the Mortgaged Property. If Borrower elects to repair or replace the damaged or destroyed improvements in a manner satisfactory to Bank, Bank shall, upon satisfactory proof of expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Borrower elects not to restore the Mortgaged Property, Bank shall retain a sufficient amount of the proceeds to pay all amounts due under this Mortgage, and shall pay the balance to Borrower. Any proceeds which have not been paid out within 180 days after their receipt and which Borrower has not committed to the repair or restoration of the Mortgaged Property shall be used to pre-pay first accrued interest and then principal of Borrower's Indebtedness. If there is a Permitted Encumbrance that is a lien, and it contains provisions on application of insurance proceeds, then those provisions shall apply to the extent inconsistent with provisions of this paragraph. However, in such event (a) Borrower shall take no act pursuant to the provisions of the Permitted Encumbrance (other than making proof of loss) without Bank's prior consent, and (b) Bank may, directly or on Borrower's behalf, take any action Bank deems appropriate to protect Bank's interest or the Mortgaged Property.

5.4 **Insurance Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of insurance premiums, which reserves shall be created by monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a non-interest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

6. **Maintenance and Alterations.**

6.1 **Duty to Maintain.** Borrower shall maintain the Mortgaged Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.

6.2 **Waste; Nuisance.** Borrower shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on the Mortgaged Property.

6.3 **Removal of Improvements.** Borrower shall not demolish or remove any improvements from the Mortgaged Property without the prior written consent of Bank, which will not be withheld if Borrower makes arrangements satisfactory to Bank to replace any improvement which Borrower proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and parking facilities.

6.4 **Bank's Right to Enter and Inspect.** Bank and its agents and representatives may enter upon the Mortgaged Property at all reasonable times to attend to Bank's interest and to inspect the Mortgaged Property.

6.5 **Compliance with Governmental Requirements.** Borrower shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Mortgaged Property. Borrower may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Bank's interest in the Mortgaged Property is not jeopardized.

7. **Taxes and Assessments; Liens and Claims.**

7.1 **Payment.** Borrower shall pay when due all taxes and assessments against the Mortgaged Property and all claims and demands arising from Borrower's use or occupancy of the Mortgaged Property.

7.2 **Protection of the Mortgaged Property.** Borrower shall not permit any lien prior or equal to the lien of this Mortgage to be imposed upon the Mortgaged Property, other than the Permitted Encumbrances defined above in this Mortgage.

7.3 **Borrower's Right to Contest.** Borrower may withhold payment of any taxes, assessments, claims or demands or may elect to contest any lien if Borrower is in good faith conducting appropriate proceedings to contest the obligation to pay and so long as Bank's interest in the Mortgaged Property is not jeopardized. If the Mortgaged Property is subjected to a lien which is not discharged within 15 days, Borrower shall deposit with Bank cash, a sufficient corporate surety bond or other security satisfactory to Bank in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale. In any contest Borrower shall defend itself and Bank and shall satisfy any final adverse judgment before enforcement against the Mortgaged Property. Borrower shall name Bank as an additional obligee under any surety bond furnished in the contest proceedings.

7.4 **Evidence of Payment of Taxes or Assessments.** Borrower shall upon demand furnish to Bank evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Bank at any time a written statement of the taxes and assessments against the Mortgaged Property.

7.5 **Tax Reserves.** Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall constitute a noninterest bearing debt from Bank to Borrower, which Bank may satisfy by payment of the taxes and assessments required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower.

7.6 **Notice to Bank.** Borrower shall notify Bank at least 15 days before the commencement of any work, the furnishing of any services or the supplying of any materials to the Mortgaged Property the cost of which is to exceed $5,000, and the nature of which is such that a mechanic's lien might be asserted on account of the work, services or materials. Borrower will on request furnish to Bank advance assurances satisfactory to Bank that it can and will pay the cost of such improvements.

8. **Imposition of Tax by State.**

8.1 **State Taxes Covered.** This section shall apply to the following state taxes:

(a) A specific tax on mortgages or any part of the Indebtedness.

(b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments on the mortgage.

(c) A tax on mortgaged property chargeable against the mortgagee or holder of the note secured by the Mortgage.

(d) A specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by mortgagors.

8.2 **Effect of Taxes.** If any state tax to which this section applies is enacted after the date of this Mortgage, this shall constitute an event of default unless the following conditions are met:

(a) Borrower may lawfully pay the tax or charge imposed by the state tax, and

(b) Borrower pays or offers to pay the tax or charge within 30 days after notice from Bank that the tax law has been enacted.

9. **Transfer of the Property; Assumption.** If all or any part of the Mortgaged Property or an interest therein is sold or transferred by Borrower without Bank's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, but including (without limitations) land sale contracts, this Mortgage shall be in default, and Bank may, at Bank's option, declare the Indebtedness immediately due and payable. Bank shall have waived such option to accelerate if, prior to the sale or transfer, Bank and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Bank and that the interest payable on the Indebtedness shall be at such rate as Bank shall request. Unless specifically agreed by Bank in writing, consent to a transfer shall not release Borrower from any obligations to Bank. If this provision is held unenforceable in whole or in part for any reason, Bank nonetheless shall have the right to impose all such conditions on transfer of the Mortgaged Property (as defined in this paragraph) as may be permitted under applicable law, including without limitation the right to increase the interest rate on the Indebtedness to the rate then charged by the Bank on mortgage loans.

Consent by Bank to one transfer shall not constitute consent to other transfers or a waiver of this section.

10. **Events of Default.** The following shall constitute events of default:

(a) Failure of Borrower to make any payment required under this Mortgage when due.

(b) Failure of Borrower to perform any other obligation contained in this Mortgage or Related Documents within 15 days after notice from Bank specifying the nature of the d[illegible] f the default cannot be cured within 15 days, failure within such time to commence and pursue with reasonabl[illegible] curative action. No notice of default and no opportunity to

cure shall be required if during the same calendar year Bank has already sent a notice to Borrower concerning default in performance of the same obligation.

(c) Dissolution, insolvency, business failure or discontinuance of Borrower as a going business (except for labor disputes); appointment of a receiver of any of the property of, assignment for the benefit of creditors by or commencement of any proceedings under any bankruptcy or insolvency laws by Borrower; failure of Borrower to obtain dismissal or deny the contents of any petition filed against Borrower under any bankruptcy or insolvency laws within the time required to answer.

11. **Bank's Rights upon Default.**

11.1 **Remedies.** On default and thereafter Bank may exercise any one or more of the following rights and remedies in addition to any other remedy which may be available at law, in equity or otherwise:

(a) Bank may declare the entire amount owed by Borrower, including any prepayment penalty which Borrower would be required to pay, immediately due and payable.

(b) Bank may have a receiver appointed as a matter of right or may exercise all rights of a receiver as a bank-in-possession.

(c) Bank may, either through a receiver or as a bank-in-possession, take possession of all or any part of the Mortgaged Property, which shall be peaceably surrendered by Borrower.

(d) Bank may revoke Borrower's right to collect the rents and revenues from the Mortgaged Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Bank may notify Borrower's tenants to pay rents directly to Bank. Bank shall not be deemed a bank-in-possession solely by reason of exercise of the rights contained in this subparagraph.

(e) Bank may obtain a decree foreclosing Borrower's interest in all or any part of the Mortgaged Property.

(f) If permitted by applicable law, Bank may foreclose Borrower's interest in all or any part of the Mortgaged Property by nonjudicial sale.

(g) If permitted by applicable law, Bank may obtain a judgment for any deficiency remaining in the Indebtedness due to Bank after application of all amounts received from the exercise of the rights provided in this section.

(h) With respect to any part of the Mortgaged Property that is personal property, Bank may exercise the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Property is located.

11.2 **Receiver.** Bank shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Mortgaged Property exceeds the amount of the Indebtedness, and any receiver appointed may serve without bond. Employment by Bank shall not disqualify a person from serving as receiver.

11.3 **Rights of Receiver or Bank-in-Possession.** Upon taking possession of all or any part of the Mortgaged Property the receiver or Bank may:

(a) Use, operate, manage, control and conduct business on the Mortgaged Property and make expenditures for all maintenance and improvements as in its judgment are proper;

(b) Collect all rents, revenues, income, issues and profits from the Mortgaged Property and apply such sums to the expenses of use, operation, and management;

(c) At Bank's option, complete any construction in progress on the Mortgaged Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Bank deems appropriate.

If the revenues produced by the Mortgaged Property are insufficient to pay expenses, the receiver may borrow, from Bank or otherwise, or Bank may borrow or advance such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Mortgage. The amounts borrowed or advanced shall bear interest at the highest rate then being charged on any of the Indebtedness from the date of expenditure until repaid and shall be payable by Borrower to Bank on demand.

11.4 **Manner of Nonjudicial Sale.** In exercising the remedies provided in paragraphs 10.1(f) and (h), Bank may sell all or any part of the Mortgaged Property as a whole or in parcels. Bank may bid at any public sale on all or any portion of the Mortgaged Property. Bank shall give Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Mortgaged Property is to be made, and notice given at least 10 days prior to the time of the sale or other disposition shall be conclusively presumed to be reasonable. A public sale conducted in the following fashion shall be conclusively presumed to be reasonable:

(a) Notice is given at least 10 days prior to the date of sale by publication once in a newspaper of general circulation published in the county in which the sale is to be held;

(b) The sale is held in a county in which the Mortgaged Property or any part is located or in a county in which Borrower has a place of business;

(c) Payment is required to be in cash or by certified check immediately following the close of the sale, except that if Bank bids it need not actually make payment;

(d) The sale is by auction, but it need not be by a professional auctioneer;

(e) The Mortgaged Property is sold as is and without any preparation for sale by Bank.

11.5 **Election of Remedies.** Election by Bank to pursue one remedy shall not exclude resort to any other remedy, and all remedies of Bank under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligatin under paragraph 12.7 shall neither prejudice Bank's right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided in this section.

11.6 **Application of Proceeds from Mortgaged Property.** All proceeds realized from the exercise of Bank's rights and remedies shall be applied as follows:

(a) To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses of any receiver or bank-in-possession, and the costs and expenses provided for in paragraph 12.3;

(b) To pay all amounts owed by Borrower payment of which is secured by this Mortgage;

(c) The overplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by a judicial proceeding, otherwise to the person or persons legally entitled thereto.

12. **Miscellaneous.**

12.1 **Notices.** Any notice under this Mortgage shall be in writing. Any notice to be given or document to be delivered under this Mortgage shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address specified in this Mortgage. Either party may by notice to the other designate a different address.

12.2 **Annual Reports.** If the Mortgaged Property is not a single family residence, Borrower shall within 60 days following the close of each fiscal year of Borrower, furnish to Bank a statement of net operating income received from the Mortgaged Property during Borrower's previous fiscal year in such detail as Bank shall require. "Net operating income" shall mean all cash receipts from the Mortgaged Property less all cash expenditures made in connection with the operation of the Mortgaged Property.

12.3 **Expenses.** In the event that Bank shall take any action, judicial or otherwise, to enforce the Notes, other portions of the Indebtedness, or any provision of this Mortgage, or if Bank shall be required to appear in any proceeding to protect and maintain the priority of this Mortgage, Bank shall be entitled to recover from Borrower all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors reports, costs of appraisals, and attorneys' fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action. Borrower shall reimburse Bank for expenses so incurred on demand with interest thereon at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid.

12.4 **Waiver.** A waiver by Bank of a breach of any provision of this Mortgage shall not constitute a waiver of that provision or of any succeeding breach of, or prejudice Bank's right otherwise to demand strict compliance with, the same or any other provision.

12.5 **Mortgage Binding upon Successors and Assigns.** Subject to section 9, this Mortgage shall be binding on and inure to the benefit of the successors and assigns of both Borrower and Bank. If ownership of the Mortgaged Property becomes vested in a person other than Borrower, Bank, without notice to Borrower, may deal with Borrower's successor with reference to this Mortgage and the Indebtedness by way of forebearance or extension without releasing Borrower from the obligations of this Mortgage or liability under the Indebtedness.

1[redacted] of the essence o[redacted]ge.

12.7 **Bank's Right to Perform Obligations of Borrower.** If Borrower fails to perform any obligation required of it under this Mortgage, Bank without notice may take any steps necessary to remedy such failure. Borrower shall reimburse Bank for all amounts expended in so doing on demand with interest at the highest rate then being paid on any of the Indebtedness from the date of expenditure until repaid. Such action by Bank shall not constitute a waiver of the default or of any other right or remedy which Bank may have on account of Borrower's default.

12.8 **Security Agreement; Financing Statements.** This instrument shall constitute a security agreement under the Uniform Commercial Code with respect to any personal property included in the Mortgaged Property and the rents, revenues, income, issues and profits therefrom (the Collateral). Borrower shall promptly execute the necessary financing statements in the form required by the Uniform Commercial Code in effect in the state in which the Collateral is located and shall file the statements at Borrower's expense in all public offices where filing is required to perfect the security interest of Bank in the Collateral. Bank may, at any time and at its option without further authorization from Borrower, file copies of this instrument as financing statements. Upon default Borrower shall, within three days after receipt of written demand from Bank, assemble the Collateral and make it available to Bank at a place designated by Bank.

12.9 **Release on Full Performance.** If Borrower pays the full Indebtedness when due and performs all obligations under this Mortgage, Bank shall, if requested, execute and deliver to Borrower a suitable satisfaction of this Mortgage.

12.10 **Applicable Law.** This Mortgage has been executed and delivered to Bank and all payments are to be made to Bank. The law of the State in which Bank is located shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Mortgaged Property is located, determining the rights and remedies of Bank on default. The law of the state where the Mortgaged Property is located shall control whether the property may be sold without judicial foreclosure.

12.11 **Waiver of Homestead.** Borrower waives any rights under homestead or similar laws that may affect the Property, and Borrower agrees that the lien of this Mortgage is superior to any homestead exemption or similar right Borrower may have.

12.12 **Multiple Parties.** If there is more than one borrower the obligations imposed upon Borrower under this Mortgage shall be joint and several.

James B Maddox
Borrower James B. Maddox

Bobbie Maddox
Borrower Bobbie Maddox

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss
County of SWEETWATER)

On this day before me personally appeared before me James B. Maddox and Bobbie Maddox

to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 23 day of December, 19 87.

BY Helen Attwood Residing at Big Piney, Wy
Notary Public in and for the State of: Wyoming My commission expires Oct 1, 1988

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)ss
County of _____)

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

to me known to be the _____ and _____,
to me known to be the _____,
authorized agent(s) for the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, duly authorized by the corporation through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that ____ he ____ was/were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

BY _____ Residing at _____
Notary Public in and for the State of: _____ My commission expires _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)ss
County of _____)

THIS CERTIFIES that on this _____ day of _____, 19 ____, personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named _____,

known to me to be the person _____ named in and who executed the foregoing instrument and who _____ known to me to be ____ member ____ of the partnership of _____,

acknowledge to me that ____ he ____ executed the instrument freely and voluntarily, by authority of the partnership, for the purposes and use herein mentioned, on behalf of the partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Before me:

BY _____ Residing at _____
Notary Public in and for the State of: _____ My commission expires _____

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738 Released BK 16 RA, Pg 475

Position 5

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

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by TERRY S. QUINN, a single woman

residing in SUBLETTE County, Wyoming, whose post office address is P.O. BOX 1441 PINEDALE, Wyoming 82941, herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," whose address is, Box 820, Casper, Wyoming 82601 and

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
01-08-88	$48,500.00	10.0%	01-08-2021

219462

RECORDED Jan. 8 1988 3:20 PM
IN BOOK 48 mtg PAGE 738
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: [illegible]

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

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

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

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

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

County(ies) of SUBLETTE:

Lot 15, Block 5, Redstone First Addition to the Town of Pinedale, Wyoming, as the same appears on the official plat 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 and to easements and rights-of-way of record or in use, and to prior mineral reservations of record; SUBJECT TO Protective Covenants for Redstone First and Second Additions to the Town of Pinedale, Wyoming, recorded in the office of the County Clerk on 3/28/78 in Book 33 of Miscellaneous, page 678.

[redacted] [redacted] [redacted]

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

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

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

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

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government derermines.

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

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

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 8th day of January, 19 88.

Terry S. Quinn

Terry S. Quinn

ACKNOWLEDGMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss:

The foregoing instrument was acknowledged before me by TERRY S. QUINN

_____, _____,

_____, this 8th day of

JANUARY, 19 88.

Witness my hand and official seal.

Edwin R. Adams
Notary Public

(SEAL)

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

My commission expires: July 28, 1988

☆ GPO 1-83 677-359

742

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That First Wyoming Bank-Cheyenne, a banking corporation organized and doing business under the laws of the State of Wyoming, and having its principal office at 18th & Carey, P.O. Box 1307, Cheyenne, Wyoming 82003 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 Eight Thousand Seven Hundred Eighty and no/100---------- Dollars to it in hand paid by City Federal Savings Bank C/O The Kissell Company, 30 Warder St. Springfield, OH 45501 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 20th day of November, in the year One Thousand Nine Hundred and Eighty Seven, made by Gilbert Hash, a single man in favor of First Wyoming Bank-Kemmerer and conveying the following described property:

All lands described in said mortgage

219477

RECORDED Jan. 4 IN 88 1:45 P M
IN BOOK 48 mtg PAGE 742
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

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 25th day of November, in the year 19 87, in Book 48 of Mortgages, at Page 624, 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 privisos 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 Assistant Vice President, this 27th day of November, 19 87.

First Wyoming Bank-Cheyenne

By: Paul D. Koehler

Paul D. Koehler, Vice President

Kathryn D. Cameron, Assistant Vice President

THE STATE OF WYOMING)
) ss
COUNTY OF Laramie)

On this 27th day of November, 19 87, before me appeared Paul D. Koehler, to me personally known, who, being by me duly sworn, did say that he is the Vice President of First Wyoming Bank-Cheyenne 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 notarial seal this 27th day of November, 19 87.

MARLENE SULLIVAN - Notary Public
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires Oct. 30, 1989

Marlene Sullivan
Notary Public

My Commission Expires: 10-30-89

REL - 101A (6-87)

RETURN TO:
GOLDOME - RAINIER
P.O. Box 990
Seattle, WA 98111
POOL NUMBER 44536

219484

RECORDED Jan 12 19 88 8:45 AM
IN BOOK 48 mtg PAGE 743
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

ASSIGNMENT OF DEED OF TRUST

For Value Received, RAINIER MORTGAGE COMPANY hereby assigns and conveys to: GOLDOME REALTY CREDIT CORP.
whose address is: One Fountain Plaza, Buffalo, NY 14203 all rights, title and interest of RAINIER MORTGAGE COMPANY as Beneficiary under that certain Deed of Trust recorded in the office of the County Auditor of SUBLETTE County, of Recording District, Judicial District, State of WYOMING, under Recorder's File Number, on the date, in the Volume and Page of the Book of Mortgages as shown below, together with the Note secured thereby:

DATE OF INSTRUMENT	GRANTOR/TRUSTOR	AMOUNT	RECORDING INFORMATION		
			FILE NO.	DATE	VOLUME/PAGE
	SEE ATTACHED				

Legal Description:

AS DESCRIBED IN SAID DEED OF TRUST

Whenever herein the word "Deed of Trust" is used, the same shall include "Mortgage," the word "Grantor " shall include "Mortgagor" and "Trustor" and the word "Beneficiary" shall include "Mortgagee," as the particular situation or context may require.

Dated: 02 DEC 1987

By: Gayle Spencer
Authorized Signature

STATE OF WASHINGTON
County of King

On this 02nd of DECEMBER, 1987 before me, the undersigned Notary Public in and for the County and State, personally appeared Fred S. Adamson or Richard D. Almy or James C. Kearney or Lance Richmond, or Gayle Spencer known to me to be Authorized Signatures of the Corporation that executed the within Instrument and known to me to be the person who executed the within Instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws.

WITNESS my hand and official seal

L. MICHELLE SPEICHER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 7-31-91

L. Michelle Speicher
Notary Public in and for said County and State

SCHEDULE FOR BLANKET ASSIGNMENT OF DEEDS OF TRUST

POOL # 44536 02 DEC 1987 PAGE 1

SUBLETTE COUNTY, STATE OF

DATE OF INSTRUMENT	GRANTOR/TRUSTOR	AMOUNT	RECORDING INFORMATION		
			FILE NO.	DATE	VOLUME/PAGE
10/21/80	MELVIN M. ARNDT AND PHYLLIS V. ARNDT, HUSBAND AND WIFE	$100,000	181810	10/21/80	33/288
10/31/80	PHILLIP D. ESSINGTON AND DIANE ESSINGTON, HUSBAND AND WIFE	$44,500	181958	10/31/80	33/325

5

STATE OF Wyoming §
§
COUNTY OF Sublette §

MORTGAGE OF OIL AND GAS PROPERTY, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE is executed by and between NORTH TIMBERS LIMITED PARTNERSHIP, a Texas limited partnership having its principal office at 810 Houston Street, Suite 2000, Fort Worth, Tarrant County, Texas 76102 (the "Mortgagor"), and FIRST REPUBLICBANK FORT WORTH, N.A., a national banking association, having its principal office at One Burnett Plaza, 500 W. Seventh Street, Fort Worth, Tarrant County, Texas 76102, as the Mortgagee-Secured Party (the "Mortgagee").

MORTGAGE

Mortgagor has mortgaged and does hereby MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, MORTGAGE, ASSIGN and SET OVER to Mortgagee, its successors and assigns, and does further grant to Mortgagee, its successors and assigns, as a security interest in, the following described property:

(a) Oil and Gas Leases. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all of (i) the oil, gas and mineral lease(s) described or referred to on Exhibit "A" attached hereto and made a part hereof for all purposes, and any instrument executed in amendment, correction, modification, confirmation, renewal or extension of any of such leases; (ii) the oil, gas and other minerals in and under the lands and/or leases described or referred to on Exhibit "A", and all oil, gas and other mineral interests and estates in and under such lands and leases including, but not limited to, royalties, overriding royalties and production payments; (iii) any and all oil, gas and other mineral leases or units covering, in whole or in part, the lands described or referred to on Exhibit "A"; and (iv) all oil, gas and mineral leases in which Mortgagor now has or hereafter acquires an interest due to the pooling or unitization of the lands and/or oil, gas and mineral leases described or referred to on Exhibit "A" or portions of such lands or leases (all of the above-described oil, gas and mineral leases, interests and estates, including without limitation any unitized leases, are hereinafter collectively called the "Leases");

(b) Wells. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all oil wells, gas wells and other wells now or hereafter located upon the land covered by the Leases, whether or not such wells are specifically described or referred to on Exhibit "A";

(c) Contract Rights. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all contracts, operating agreements, mineral purchase agreements, rights of way, easements, surface leases, permits, licenses, pooling or unitization agreements, pooling designations and pooling orders and all other contracts or agreements pertaining to or affecting the Leases or which were executed in connection with the drilling for, producing, treating, handling, storing, transporting or marketing oil, gas or other minerals from the Leases or from any properties unitized or pooled therewith;

(d) Hydrocarbons. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to

219486

RECORDED Jan 12 19 88 9:00 AM
IN BOOK 48 Mtg PAGE 745
FEES $ 42.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Released
Bk. 15 Rel @ Pg. 374

all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom, and all other minerals (hereinafter referred to collectively as "Hydrocarbons") in and under, and that may be produced and saved from, or allocated to, the Leases and the lands covered thereby;

(e) Equipment. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all equipment, tanks, derricks, fixtures, houses, pumps, pumpjacks, casings, tubing, rods, cable lines, pipelines, flow lines, separators, buildings, machinery, tools, pipe and all other equipment, appurtenances, apparatus, appliances, and property of every kind and character, movable or immovable, now or at any time hereafter located on said lands described or referred to above, or which may now or hereafter be used or obtained in connection therewith;

(f) Accounts, General Intangibles. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in all (i) accounts and general intangibles arising in connection with the sale or other disposition of the property described in (a) through (e) above, and (ii) any and all contract rights and general intangibles arising from or in connection with the Leases and/or the lands described or Exhibit "A"; and

(g) Products, Proceeds. All of the products and proceeds of the property described in (a) through (f) above whether presently existing or hereafter created or arising.

The Mortgagor's interests in the Leases, wells, Hydrocarbons, fixtures and personal property and other properties described in (a) through (g) above, are all hereinafter sometimes collectively referred to as the "Mortgaged Properties". It is specifically stipulated and agreed that an undivided 7.5% interest in the entire or undivided interests in the properties and leases described or referred to on Exhibit "A" has been or shall be assigned by Mortgagor to Cross Timbers Partners and such undivided interest shall never be deemed a part of the Mortgaged Properties and shall not be affected or encumbered hereby.

TO HAVE AND TO HOLD the Mortgaged Properties, together with all of the rights, hereditaments and appurtenances in anyway appertaining or belonging thereto, unto the Mortgagee forever; provided, that if the Mortgagor shall pay or cause to be paid the indebtedness hereinafter mentioned, and all other sums of any kind secured hereby, then, but only in such event, this Mortgage shall be void; otherwise, it shall remain in full force and effect.

ARTICLE I
SECURED INDEBTEDNESS

Section 1.1. This Mortgage is given to secure the payment of the following indebtedness, to-wit:

(a) (i) Term Promissory Note dated December 30, 1987, in the original principal sum of $50,000,000.00 executed by Mortgagor payable to Mortgagee and having a final maturity date of September 30, 1995, and (ii) Revolving Promissory Note dated December 30, 1987 in the original principal sum of $2,380,000.00 executed by Mortgagor payable to Mortgagee and having a final maturity date of March 31, 1989 (the "Notes");

b) Any and all indebtedness and obligations of Mortgagor to Mortgagee arising pursuant to the terms of the Notes, this Mortgage, that certain Revolving Credit and Term Loan Agreement dated of even date herewith 1987 by and between Mortgagor and Mortgagee (the "Loan Agreement"), and the other loan documents delivered in connection therewith or herewith, including legal expenses and other expenses incurred in preparation, execution and/or enforcement of said Notes, this Mortgage and any of the other loan documents;

(c) Any and all other promissory notes given by Mortgagor as maker to Mortgagee as payee, evidencing indebtedness of Mortgagor to Mortgagee; provided, however, that nothing contained herein shall be construed to obligate Mortgagee to make any additional loans to Mortgagor;

(d) All other and additional debts, obligations and liabilities of every kind and character of Mortgagor now or hereafter existing in favor of Mortgagee, regardless of whether such debts, obligations and liabilities be direct or indirect, primary or secondary, joint, several, or joint and several, fixed or contingent, and regardless of whether such present or future debts, obligations and liabilities may, prior to their acquisition by Mortgagee, be or have been payable to, or be or have been in favor of, some other person or have been acquired by Mortgagee in a transaction with one other than Mortgagor, together with any and all renewals and extensions of such debts, obligations and liabilities, or any part thereof. It is presently contemplated by Mortgagor and Mortgagee that Mortgagee may, but shall not be required to extend additional credit to Mortgagor and any such indebtedness shall be deemed to be secured hereby; and

(e) Any and all renewals and extensions of the indebtedness and obligations described in (a) through (d) above.

The words "Secured Indebtedness", as used herein, shall mean all the indebtedness, obligations and liabilities described or referred to immediately above in sub-paragraphs (a) through (e), inclusive, of this Section 1.1. The word "holder," as used herein, shall mean the holder of the Secured Indebtedness or any part thereof.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Mortgagor represents, warrants and covenants to Mortgagee that:

(a) Mortgagor is a Texas limited partnership duly organized and existing in good standing under the laws of the State of Texas;

(b) Mortgagor has the requisite authority to execute, deliver and perform this Mortgage and is and will continue to be duly authorized to perform this Mortgage;

(c) Neither execution and delivery of this Mortgage nor consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof or with the terms and provisions hereof, will in any material respect contravene or conflict with any provision of law, statute or regulation to which Mortgagor is subject, or any judgment, license, order or permit applicable to Mortgagor, or any indenture, mortgage, deed

or trust, agreement or other instrument to which Mortgagor is a party or by which Mortgagor may be bound, or to which Mortgagor may be subject, or violate any provision of the Articles of Limited Partnership of Mortgagor.

(d) This Mortgage is the legal and binding obligation of Mortgagor, enforceable in accordance with its terms, except as limited by (i) bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights and (ii) the availability of equitable remedies such as specific performance;

(e) No event has occurred and is continuing which constitutes an Event of Default (hereinafter defined) or would, with the lapse of time or the giving of notice or both, constitute an Event of Default;

(f) There is no fact known to Mortgagor that Mortgagor has not disclosed to Mortgagee in writing which could materially adversely affect the properties, business, prospects or condition (financial or otherwise) of Mortgagor;

(g) To Mortgagor's knowledge, the Leases are in full force and effect; and Mortgagor's interests in the Leases are valid and subsisting and are superior and paramount to all other oil and gas leases which may cover or purport to cover all or part of the land described in the Leases;

(h) Subject to the Permitted Liens (as defined in the Loan Agreement), Mortgagor's "Net Revenue Interest" (referred to as "NRI" in some cases in Exhibit "A") for each well or unit comprised of the Leases is as set forth on Exhibit "A" under the heading "Mortgagor's Interest." For the purposes hereof, "Net Revenue Interest" shall mean Mortgagor's share of Hydrocarbons produced from such well or unit after deduction of Mortgagor's share of all royalties, overriding royalties and other interests payable from or measured by production;

(i) Subject to the Permitted Liens (as defined in the Loan Agreement), Mortgagor's "Working Interest" (referred to as "WI" in some cases in Exhibit "A") for each well or unit comprised of the Leases is as set forth on Exhibit "A" under the heading "Mortgagor's Interest." For the purposes hereof, "Working Interest" shall mean the leasehold interest owned or held by Mortgagor which bears the cost of operations conducted on such wells or units.

(i) Except for such additional costs that Mortgagor may be obligated to bear under the terms of the limited partnership agreement of Mortgagor, the interest of Mortgagor in each of the Leases obligates Mortgagor to bear not more than that 92.5% of the cost of all operations conducted on the land covered by such Lease equal to the working interest ("WI") therein as set out in the description of such Lease on Exhibit "A";

(j) Mortgagor has good record title to the Leases and to its interest in the personal property and fixtures on the Mortgaged Properties and has good and legal right to mortgage the Leases and such personal property and fixtures to Mortgagee;

(k) Except as otherwise disclosed in writing to Mortgagee by Mortgagor on this date, all proceeds from the sale of production attributable to the interest of Mortgagor in each of the Mortgaged Properties are currently being paid in full directly to Mortgagor's predecessor in title, and no portion of such proceeds is currently being held in suspense by any purchaser thereof;

[redacted] [redacted] [redacted]

(l) To Mortgagor's knowledge, no contract for the sale of gas produced from any of the Mortgaged Properties contains any obligation to deliver in the future to the purchaser thereunder gas previously paid or under any "take-or-pay" provision and there has not been delivered under any such gas purchase contract during any applicable "balance period" more gas than the purchaser thereunder was obligated to purchase;

(m) To Mortgagor's knowledge, No gas balancing agreement or similar agreement covering any of the Mortgaged Properties contains any provision that will prevent Mortgagor at any time in the future from marketing the production attributable to the its interest and retaining the proceeds therefrom;

(n) To Mortgagor's knowledge, all lease and well equipment necessary to the operation of the Mortgaged Properties is in satisfactory condition and repair and is fit for the purpose of conducting such operations;

(o) To Mortgagor's knowledge, the Mortgaged Properties are free and clear of all claims, liens and encumbrances, except the liens granted hereby and the Permitted Liens;

(p) To Mortgagor's knowledge, all payments due to mechanics, materialmen or other contractors for equipments, services or labor provided in connection with or regarding the Mortgaged Properties have been paid;

(q) To Mortgagor's knowledge, all taxes, assessments and other charges levied against the Mortgaged Properties or the production of oil, gas and other minerals therefrom have been paid in full;

(r) To Mortgagor's knowledge, all covenants, express or implied, binding upon Mortgagor with respect to the Leases or otherwise relating to the validity of the Leases or their operation have been performed in all material respects;

(s) To Mortgagor's knowledge, all rentals, royalties and other amounts due and payable under the Leases have been duly paid and all obligations to be performed by Mortgagor under the Leases have been duly performed;

(t) The holder hereunder shall, to the extent of Mortgagor's interests therein, quietly enjoy and possess the Mortgaged Properties; and

(u) Mortgagor's principal offices and principal place of business are in Fort Worth, Texas.

Section 2.2. The foregoing warranties and representatives shall at all times be construed to be for the benefit of Mortgagee, and they shall remain in full force and effect, notwithstanding the assignment hereof, or the partial release of the lien hereof, or any foreclosure thereof.

ARTICLE III
COVENANTS

Section 3.1. On behalf of Mortgagor and its successors and assigns, Mortgagor further covenants and hereby agrees as follows:

(a) That by agreement with the maker or makers of any instrument evidencing any indebtedness at any time secured hereby, Mortgagee, without notice to or consent of

any other party to this Mortgage, may from time to time extend the time of payment of the whole or any part of such indebtedness, or may accept from said maker or makers one or more new instruments in the same or different form, in renewal of or by way of substitution for any instrument of indebtedness, without in any manner impairing or affecting the liens of this mortgage, or any of the Mortgagee's rights hereunder;

(b) To operate or cause to be operated in a good and workmanlike manner in accordance with the usage of the field and in accordance with the state and federal laws, and to keep, or cause to be kept, in full force and effect, the Leases, insofar as they cover the properties mortgaged hereby, and to perform, or cause to be performed, each and all of the covenants, terms and conditions imposed upon Mortgagor or its predecessors in interest and expressly contained in such Leases (including without limitation the payment of all delay rentals and other amounts necessary to keep the Leases in full force and effect), or expressly contained in any assignments, under or through which such Leases or undivided interests therein are now held, and to perform or cause to be performed all implied covenants and obligations imposed upon Mortgagor or its predecessors' in interest in connection with such Leases, insofar as such Leases cover the properties mortgaged hereby, and continuously to operate or cause to be operated in a good and workmanlike manner the wells now or hereafter drilled on the Mortgaged Properties;

(c) To comply with, or cause to be complied with, all applicable and valid laws, rules and regulations of the United States or any other governmental body exercising jurisdiction, with respect to the operation and development of the Mortgaged Properties and the production and sale of oil, gas or other minerals therefrom;

(d) To carry, or cause to be carried, with responsible insurance companies, with respect to all activities with respect to which Mortgagor might incur personal liability for the death or injury of an employee or third person, or damage to or destruction of another's property, insurance against such risks and insurance in such amounts as Mortgagor deems prudent;

(e) To pay, or cause to be paid, all taxes, assessments, governmental charges, levies and all lawful claims which, if unpaid, might become a lien or charge upon the Mortgaged Properties; provided, Mortgagor shall not be in default if any such taxes, assessments, governmental charges, levies or claims are being contested in good faith;

(f) To maintain, preserve and keep, or cause to be maintained, preserved and kept, Mortgagor's interests in the Mortgaged Properties and all appurtenances thereto, including all buildings, improvements, machinery, equipment, pipelines, fixtures and other personal property of every kind and character, in respect of the Leases, in thorough repair, working order and condition, and from time to time make or cause to be made, all necessary and proper repairs, renewals, replacements and substitutions in order to properly maintain such property; provided, Mortgagor shall never be deemed obligated to rework, recomplete, redrill or otherwise maintain any well or production facility when, in Mortgagor's judgment, it would be imprudent or uneconomic to do so.

(g) To pay, or cause to be paid, promptly all bills for labor and material, relating to the Mortgaged Properties, and never to permit to be fixed thereon any lien, other than Permitted Liens, even though inferior to the lien hereof, for any such bills which may be legally due and payable, and never to permit to be created or to exist, relating to any part of the Mortgaged Properties, any other or additional lien other than Permitted Liens;

(h) To pay promptly Mortgagor's share of all costs and expenses incurred under any joint operating agreement affecting the Mortgaged Properties, or any portion thereof, and to furnish Mortgagee, as and when requested, full information as to the status of any joint account maintained with others under any such operating agreement, not to take any action to incur any liability or lien thereunder, and not to enter into any new operating agreement or amendment of existing operating agreement affecting the Mortgaged Properties without prior written consent of Mortgagee;

(i) To permit the holder hereunder, its agents and representatives, at their own risk and expense, to go upon, examine, inspect and remain on the Mortgaged Properties, and to go upon the derrick floor of any well or wells at any time drilled or being drilled thereon, and to strap, gauge, measure and inspect any and all tanks at any time on the Mortgaged Properties or holding oil, gasoline or casinghead gasoline therefrom; and Mortgagor shall do all things necessary or proper to enable the Mortgagee hereunder to exercise said rights whenever it so desires;

(j) Not to enter into, become bound by, or subject the Mortgaged Properties to, any contract or agreement which is burdensome on Mortgagor or materially adversely affects the operation of the Leases;

(k) To do all things necessary or proper to defend title to the Mortgaged Properties, but Mortgagee shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise; and upon demand Mortgagor agrees to pay to Mortgagee all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property or affecting Mortgagee's lien or rights hereunder, including reasonable fees to Mortgagee's attorneys, and Mortgagor will indemnify and hold Mortgagee harmless from and against any and all costs and expenses, including, but not limited to, any and all cost, loss, damage or liability which Mortgagee may suffer or incur by reason of the failure of the title to any material part of the Mortgaged Properties, or by reason of the failure or inability of Mortgagor, for any reason, to a material extent, to convey the rights, titles and interests which this Mortgage purports to mortgage or assign, and all amounts at any time so payable by Mortgagor hereunder shall be secured by the lien hereof and by the said assignment;

(l) At any time and from time to time, upon request by Mortgagee and at Mortgagor's expense, forthwith to execute and deliver to Mortgagee and to record, file or register, any and all additional instruments or further assurances as may be necessary or proper, in Mortgagee's opinion, to effect the intent of these presents;

(m) To protect, warrant and defend title to the Mortgaged Properties unto Mortgagee, it successors and assigns, at Mortgagor's expense against all persons whomsoever lawfully having or claiming an interest therein or a lien thereon;

(n) To pay all Secured Indebtedness in accordance with the terms thereof or hereof, or when the maturity thereof be accelerated in accordance with the terms thereof or hereof;

(o) To furnish to Mortgagee, when requested by the holder, copies of all operating agreements relating to the Leases; and

(p) Except for Permitted Liens, not to transfer, sell, assign, hypothecate, pledge or encumber any of the Mortgaged Properties except as permitted under the terms of the Loan Agreement.

Section 3.2. Any and all covenants contained in this instrument may from time to time, by instrument in writing signed by Mortgagee and delivered to Mortgagor, be waived to such extent and in such manner as Mortgagee may consider appropriate; but no such waiver shall at any time affect or impair the holder's rights or liens hereunder, except to the extent so specifically stated in such written instrument.

ARTICLE IV
DEFAULTS AND REMEDIES

Section 4.1. The term "Event of Default", as used herein, shall mean the occurrence of any one or more of the following events:

(a) Any default or event of default specified in the Notes or the Loan Agreement; or

(b) Any default or event of default specified in any of those certain mortgages and deeds of trust executed by Mortgagor, covering certain oil and gas interests of Mortgagor and securing payment of the Secured Indebtedness; or

(c)The failure of Mortgagor to pay when due the Secured Indebtedness or any part thereof; or

(d) The failure or refusal of Mortgagor punctually and properly to observe, keep and perform any covenant, agreement or undertaking contained in this instrument or the failure or refusal of Mortgagor punctually and properly, to observe, keep and perform any covenant, agreement or undertaking contained in any other mortgage, deed of trust, collateral pledge agreement, assignment, or contract of any kind, securing or assuring the payment of the Secured Indebtedness; or

(e) Any representation made by Mortgagor herein proves untrue in any material respect.

Section 4.2. Upon the occurrence of an Event of Default and after giving Mortgagor the notices and right to cure described in Section 10.02 of the Loan Agreement:

(a) Mortgagee may declare the entire balance of principal of the Secured Indebtedness or any portion thereof, along with all accrued interest thereon, immediately due and payable, whereupon the same shall forthwith become due and payable, without notice or demand, and

(b) Mortgagee may, at its election, proceed by suit or suits, at law or in equity, to enforce the payment of the Secured Indebtedness, and of the notes evidencing it. On or at any time after the filing of judicial proceedings to protect or enforce the rights of Mortgagee, Mortgagee, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud or mismanagement on the part of Mortgagor, shall be entitled to the appointment of a receiver or receivers of all or any portion of the Mortgaged Properties, and of the income, rents, issues and profits thereof and Mortgagor does hereby consent to the appointment of such receiver or receivers and agrees not to oppose any application therefor. It is agreed that Mortgagee may be the purchaser of the Mortgaged Properties, or any part thereof, at any sale thereof, or upon any other foreclosure of the lien hereof or otherwise, and Mortgagee so purchasing shall, upon any such purchase, acquire title to the Mortgaged Properties so purchased, free of the lien of these presents, and

(c) Mortgagee may institute suit to foreclose the lien of this Mortgage in any court having jurisdiction. In any such suit Mortgagee may, at its option, apply for and shall be entitled, as a matter of right, to the appointment of a receiver to take possession and control of, operate, maintain and preserve the Mortgaged Properties or any part thereof, including the production and sale of all oil, gas and other minerals therefrom and to disburse the proceeds from the sale of such products for application upon the Secured Indebtedness and other sums then due Mortgagee hereunder until the same and all costs are fully paid. Mortgagor hereby waives all notice of the filing and hearing of any such application for the appointment of a receiver and irrevocably consents to every appointment made pursuant thereto.

Section 4.3. Mortgagor further agrees that in the event of any foreclosure sale, the Mortgaged Properties or any part thereof may be sold with or without appraisement as Mortgagee may elect, and such election may be exercised at any time prior to the entry of the decree of foreclosure; that should Mortgagee elect to have the property sold without appraisement, then Mortgagor hereby expressly waives appraisement; that Mortgagee may further elect to have said property sold together, or in separate parcels; that the proceeds from such sale, after paying therefrom the costs advanced or incurred by Mortgagee in the foreclosure suit, including the costs of sale and any costs and expenses incurred in the operation of said property by a receiver appointed upon the application of Mortgagee, shall be applied FIRST, to the payment of all costs and expenses incurred by Mortgagee in its operation of said property, if the same be so operated, and any and all sums advanced by Mortgagee for the purpose of enforcing its rights hereunder or protecting the security, with interest on such amounts at the highest legal rate, and SECOND, to the payment of all other Secured Indebtedness and other sums then secured hereby, including interest and attorneys' fees, in such order of application as Mortgagee may elect.

Section 4.4. In the event of any default upon the part of Mortgagor, Mortgagee is authorized to cause to be made whatever abstracts of title and/or title opinions are deemed necessary by Mortgagee's attorneys. The cost of said abstracts shall be added to the Secured Indebtedness.

Section 4.5. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement,

valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's successors and assigns, and for any and all persons or entities ever claiming any interest in the Mortgaged Properties, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the Secured Indebtedness and all rights to a marshalling of the assets of Mortgagor, including the Mortgaged Properties, or to a sale in inverse order of alienation in the event of foreclosure of the liens hereby created. Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets, sale in inverse order of alienation, the exemption of homestead, or other matters whatever to defeat, reduce or affect the right of Mortgagee under the terms of this Mortgage to a sale of the Mortgaged Properties for the collection of the Secured Indebtedness without any prior or different resort for collection, or the right of Mortgagee under the terms of this Mortgage to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Properties in preference to every other claimant whatever. If any law referred to in this paragraph and now in force, of which Mortgagor or Mortgagor's successors and assigns might take advantage despite this paragraph, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this paragraph.

Section 4.6. The rights and remedies hereinabove expressly conferred are cumulative of all other rights and remedies herein, or by law or in equity provided, and shall not be deemed to deprive Mortgagee of any other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants and terms of this Mortgage and of the Secured Indebtedness and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 4.7. If Mortgagor should fail, refuse or be unable to pay any sum of money herein covenanted to be paid by, or fail, refuse or be unable to keep or perform any additional covenant or covenants whatsoever contained in this instrument, Mortgagee may, but shall not be obligated to, pay said sums of money, or perform or attempt to perform any such covenant, and such payment so made or expense reasonably incurred in the performance or attempted performance of any such covenant shall be, and is hereby declared by Mortgagor to be, a part of the indebtedness secured hereby, and Mortgagor promises, upon demand, to pay to Mortgagee, at the banking office of Mortgagee in Tarrant County, Texas, all sums so advanced or paid by Mortgagee, with interest at the Default Rate (as defined in the Loan Agreement) from the date paid or incurred by Mortgagee. No such payment by Mortgagee shall in any way be considered or constitute a waiver of any such default or of Mortgagee's right to declare the indebtedness secured hereby at once due and payable. In addition to the lien hereof, Mortgagee shall be subrogated to all rights and liens securing the payment of any debt, claim, tax or assessment for the payment of which it shall have made such advance.

ARTICLE V
ASSIGNMENT OF PRODUCTION

Section 5.1. In order further to secure the payment of the Secured Indebtedness, Mortgagor does hereby TRANSFER, ASSIGN and CONVEY unto and in favor of Mortgagee all of the interest of the Mortgagor in the Hydrocarbons, in and under, or which may be produced from, the Mortgaged Properties, or allocated thereto pursuant to pooling or unitization of the Leases or otherwise, together with all proceeds derived on and after the date of the execution of this Mortgage from the sale of such Hydrocarbons.

[redacted] [redacted] [redacted]

Section 5.2. The foregoing assignment is made upon, and subject to, the following terms and conditions:

(a) Mortgagee shall have the right, exercisable at any time after the occurrence of an Event of Default, at its sole option, to give written or telegraphic notice to all of the parties producing, purchasing, taking, possessing or receiving any Hydrocarbons produced or to be produced from or allocated to the Mortgaged Properties, or having in their possession any such Hydrocarbons belonging to Mortgagor or such proceeds for which they or others are accountable to Mortgagee by virtue of the provisions hereof, to hold and dispose of such Hydrocarbons for the account of Mortgagee and to make payment of such proceeds direct to Mortgagee at its principal office, and Mortgagee shall thereafter receive, collect and retain, as part of the Mortgaged Properties, all such Hydrocarbons, all for the benefit and further security of the Secured Indebtedness.

(b) All parties producing, purchasing, taking, possessing, processing or receiving any such Hydrocarbons, or having in their possession any such Hydrocarbons or such proceeds for which they or others are accountable to Mortgagee by virtue of the provisions hereof, are authorized and directed by Mortgagor, upon receipt of notice by Mortgagee given pursuant to the above Section 5.2(a) to treat and regard Mortgagee as the assignee and transferee of Mortgagor and entitled in its place and stead to receive such Hydrocarbons and proceeds; and such parties and each of them shall be fully protected in so treating and regarding Mortgagee and shall be under no obligation to see to the application by Mortgagee of any such proceeds received by it. Without in any way limiting the effectiveness of the authorization and direction in the next preceding sentence, if Mortgagor shall receive any such proceeds which under this Section 5.2(b) are receivable by Mortgagee, Mortgagor will hold the same in trust and will remit such proceeds, or cause such proceeds to be remitted, immediately, to Mortgagee.

(c) Without limiting the foregoing provisions of this Article V, Mortgagor stipulates that this Article V is intended to grant to Mortgagee a security interest in Mortgagor's interest in the Hydrocarbons to be extracted from or attributable to the Mortgaged Properties, and in and to the proceeds resulting from the sale thereof at the wellhead.

Section 5.3. Mortgagor covenants and agrees and undertakes hereby, after the Mortgagee shall have so requested, to cause all pipeline companies or other purchasers of the Hydrocarbons produced from the Mortgaged Properties to pay promptly to Mortgagee at its principal office, Mortgagor's interest in the proceeds derived from the sale thereof, in accordance with the terms of this assignment, and forthwith to execute, acknowledge and deliver to said pipeline companies and other purchasers such further and proper division orders, transfer orders, certificates and other documents as may be necessary or proper to effect the intent of these presents; and Mortgagee shall not be required at any time, as a condition to its right to obtain the proceeds of such Hydrocarbons, to warrant its title thereto or to make any guaranty whatsoever. In addition, and without limitation, Mortgagor covenants and agrees, and undertakes hereby, to provide to Mortgagee the name and address of every pipeline company or other purchaser of the oil, gas and other minerals produced from the Mortgaged Properties when determined, together with a copy of the applicable sales contracts. All expenses incurred by Mortgagee

in the collection of said proceeds shall be repaid promptly by Mortgagor; and prior to such repayment, such expenses shall be a part of the Secured Indebtedness.

Section 5.4. Without limitation upon any of the foregoing, Mortgagor hereby designates and appoints Mortgagee as Mortgagor's true and lawful agent and attorney-in-fact (with full power of substitution, either generally or for such periods or purposes as Mortgagee may from time to time prescribe), with full power and authority, for and on behalf of and in the name of Mortgagor, to execute, acknowledge and deliver all such division orders, transfer orders, certificates and other documents of every nature, with such provisions as may from time to time, in the opinion of Mortgagee, be necessary or proper to effect the intent and purpose of this Article V; and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing certificates or documents. The powers and authorities herein conferred on Mortgagee may be exercised by Mortgagee through any person who, at the time of exercise, is the president or a vice president of Mortgagee, or who holds a similar position with Mortgagee's authorized representative. The power of attorney conferred by this Section 5.4 is granted for valuable consideration and coupled with an interest and is irrevocable so long as the Secured Indebtedness, or any portion thereof, shall remain unpaid. All persons dealing with Mortgagee, or any substitute, shall be fully protected in treating the powers and authorities conferred herein as continuing in full force and effect until advised by Mortgagee that the Secured Indebtedness is fully and finally paid.

Section 5.5. Mortgagee shall never be under any obligation to enforce the collection of the funds assigned to it hereunder, nor shall it ever be liable for failure to exercise diligence in the collection of such funds, but it shall only be accountable for the sums that it shall actually receive.

Section 5.6. Should any pipeline company or other purchaser now or hereafter purchasing said production fail to make payment promptly to Mortgagee of the proceeds derived from the sale thereof, Mortgagee shall have the right to change the connection of any such pipeline company, or other purchaser, and designate some other pipeline company, or other purchaser, to purchase and take such production, without liability on Mortgagee in making such selection, so long as ordinary care is used in respect thereof; and should Mortgagor, its heirs, personal representatives, and assigns fail to consent to such connection, Mortgagee may accelerate the maturity of the indebtedness hereby secured.

Section 5.7. The proceeds accruing to the Mortgaged Properties, received by Mortgagee, shall be applied by it when so received toward payment of the Secured Indebtedness, as Mortgagee in its sole discretion deems appropriate.

Section 5.8. Notwithstanding such provision for application of proceeds, it is agreed that Mortgagee shall have the right, at its election, from time to time, to apply any portion or all of said proceeds to the payment of any of the taxes levied and assessed against the Mortgaged Properties, insurance premiums, liens, bills for labor and material furnished for use upon the Mortgaged Properties, costs, and expenses, including attorney fees incurred by Mortgagee in the defense of any action affecting the title to the Mortgaged Properties, or the production therefrom, or any judgment rendered against Mortgagee upon any claim arising out of the receipt, or application in accordance herewith, of any such proceeds in the event Mortgagor should fail to make such

payments, or any of them, promptly after demand made by Mortgagee upon Mortgagor so to do. Mortgagee shall have the right, at its election, to release or deliver to Mortgagor all or any portion of such proceeds, received by it, to the end that Mortgagor may receive funds with which to pay for the operating, equipping and developing of the Mortgaged Properties, or any well or wells thereon. No funds so released or paid to Mortgagor shall, in any event, be considered to have been applied upon the Secured Indebtedness.

ARTICLE VI
SECURITY AGREEMENT AND FINANCING STATEMENT

Section 6.1. With respect to all personal property and fixtures constituting a part of the Mortgaged Properties, this Mortgage shall also be a security agreement and financing statement, and for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of further securing payment and performance of the Secured Indebtedness, Mortgagor hereby grants to Mortgagee a security interest in all such personal property and fixtures. Mortgagor represents and warrants that, except for any financing statement now in force filed by Mortgagee, no financing statement covering the said collateral, or any part thereof, has been filed with any filing officer, and no other security interest now in force has attached or been perfected in the said collateral, or in any part thereof.

The above goods which are to become fixtures will be located on the real estate covered by the Leases. The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead(s) or minehead(s) of the well(s) or mine(s) located on the real estate covered by the Leases.

Mortgagor shall execute and deliver to Mortgagee such security agreements, financing statements and other documents and instruments and do such other things as Mortgagee may reasonably request or deem necessary in order to perfect and maintain the security interest created hereunder.

Section 6.2. This instrument may be presented to a filing officer under the Uniform Commercial Code to be filed as a nonstandard financing statement covering all personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code, including oil, gas and other minerals and fixtures. Whether or not this instrument is separately presented as a financing statement, this instrument shall constitute a financing statement when filed of record in the real estate records.

ARTICLE VII
MISCELLANEOUS

Section 7.1. Upon the full and final payment of the Secured Indebtedness and the termination of all of Mortgagee's commitments (if any) to Mortgagee, and the satisfaction of all of Mortgagor's obligations and liabilities to Mortgagee, the lien of this Mortgage shall be extinguished and be of no further force and effect; and the Mortgaged Properties shall become wholly free and clear hereof and all of the property as assigned hereby shall be automatically reassigned to Mortgagor without any further act being required; and the holder, upon the request and at the expense of Mortgagor, shall promptly deliver to Mortgagor such instruments evidencing the Secured Indebtedness, marked "PAID", and execute and deliver to Mortgagor and others a release of this instrument and such other instruments of satisfaction as may be appropriate.

Section 7.2. The rights, titles, interests, liens and powers hereunder are cumulative of each other and of all other rights, titles, interests, liens and powers which may now or hereafter exist to secure the payment of the Secured Indebtedness to the holder, or any part thereof. The security herein and hereby provided shall not affect or be affected by any other or further security heretofore or hereafter taken for the indebtedness of Mortgagor to the holder, or any part thereof. Mortgagor, for Mortgagor and Mortgagor's successors, and for any and all persons ever claiming any interest in the Mortgaged Properties, hereby waives all rights of marshalling in event of foreclosure of the lien hereby created. No failure to exercise and no delay in exercising on the part of the holder any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The holder shall, at all times, have the right to release any part of the property now or hereafter subject to the lien hereof or any part of the proceeds of production or other income herein or hereafter assigned or pledged or any other security it now has or may hereafter have securing the Secured Indebtedness, without releasing any other part of said property, proceeds or income, and without affecting the lien hereof as to the part or parts of the Mortgaged Property not so released, or the right to receive future proceeds and income.

Section 7.3. No provision herein or in any promissory note, instrument, or any other loan document executed by Mortgagor evidencing the Secured Indebtedness shall require the payment or permit the collection of interest in excess of the highest non-usurious rate permitted by applicable law. If any excess of interest in such respect is provided for herein or in any such promissory note, instrument, or any other loan document, the provisions of this paragraph shall govern, and Mortgagor shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law. The intention of the parties being to conform strictly to the usury laws now in force, all promissory notes, instruments and other loan documents executed by Mortgagor evidencing the Secured Indebtedness shall be held subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

Section 7.4. For all purposes of this instrument, the post office or mailing addresses of Mortgagor and Mortgagee shall be:

MORTGAGOR: North Timbers Limited Partnership
810 Houston Street, Suite 2000
Fort Worth, Texas 76102
Attention: Bob R. Simpson

MORTGAGEE: First RepublicBank Fort Worth, N.A.
One Burnett Plaza
500 W. Seventh Street
Fort Worth, Texas 76102
Attention: John N. Hobart

Section 7.5. These presents shall be binding upon Mortgagee and Mortgagor's successors, and shall inure to the benefit of the holder, and the holder's successors and assigns, and shall be covenants running with the land.

Section 7.6. In the event that any one or more of the provisions contained in this instrument shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 7.7. This instrument shall be governed by and construed in accordance with the laws of the State where the Mortgaged Properties are located.

Section 7.8. This Mortgage has simultaneously been executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original. If the Mortgagor is a corporation, this instrument is executed by Mortgagor's officers hereunto duly authorized.

Section 7.9. Personal, corporate and partnership liability hereunder and under the Notes shall be limited in accordance with Section 2.08 and 3.10 of the Loan Agreement.

Section 7.10. To the extent of any conflict or inconsistency between this Mortgage and the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

Section 7.11. The effective date of the assignment contained in Article V is the date of execution of this Mortgage at 7:00 o'clock a.m.

EXECUTED this 30th day of December, 1987.

MORTGAGOR:

NORTH TIMBERS LIMITED PARTNERSHIP,
a Texas limited partnership

By: CROSS TIMBERS PARTNERS,
a Texas limited partnership
its General Partner

By: CROSS TIMBERS PRODUCTION COMPANY,
a Texas corporation,
its General Partner

By: _____
Louis G. Baldwin
Vice President

MORTGAGEE:

FIRST REPUBLICBANK FORT WORTH, N.A.

By: _____
John N. Hobart,
Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Louis G. Baldwin, Vice President of Cross Timbers Production Company, a Texas corporation, as General Partner of Cross Timbers Partners, a Texas limited partnership, as General Partner of NORTH TIMBERS LIMITED PARTNERSHIP, a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation and partnerships and that he executed the same as the act of such corporation and partnerships for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of December, 1987.

Notary Public, State of Texas
Commission Expires:_____
Printed Name:_____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John N. Hobart, Vice President of First RepublicBank Fort Worth, N.A., a national banking association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said bank and that he executed the same as the act of such bank for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of December, 1987.

Notary Public, State of Texas
Commission Expires:_____
Printed Name:_____

f55701

PREFACE
TO
EXHIBIT "A"
(North Timbers Limited Partnership)

Subject to the following proviso, the Mortgaged Properties are stipulated to comprise only Mortgagor's/Grantor's undivided interest in and to the oil and gas leasehold interests, fee mineral interests, royalty interests and overriding royalty interests described or referred to in the following pages of this Exhibit "A", said undivided interest being specified in an Assignment, Bill of Sale and Conveyance of even date herewith to Mortgagor/Grantor (and others) from Crown Central Petroleum Corporation, to which reference is hereby made for a description of the undivided interest of Mortgagor/Grantor, provided, however, that the Mortgaged Properties shall not include an undivided 7.5% interest of Mortgagor's/Grantor's undivided interest in and to the hereinafter described properties and interest which 7.5% interest shall be assigned to Cross Timbers Partners pursuant to the agreement of limited partnership of Mortgagor/Grantor.

Mortgagor's/Grantor's Interest

Mortgagor's/Grantor's interest in and to each Mortgaged Property or Lease described in the following pages of this Exhibit "A" is 66.67% of the interest set forth under the headings "Crown Net Revenue Interest", "Crown Working Interest", "Crown Overriding Royalty Interest" for each Mortgaged Property or Lease described in this Exhibit "A".

f55801/3

EXHIBIT A

SUBLETTE COUNTY, WYOMING

SUBLETTE COUNTY, WYOMING
EXHIBIT A

1116-0001 BIG PINEY PROSPECT

LEASE (NUMBER W-92217) FROM UNITED STATES OF AMERICA,
BUREAU OF LAND MANAGEMENT, AS LESSOR,
TO GORDON S. WISE, AS LESSEE,
DATED DECEMBER 1, 1948,
SUBLETTE COUNTY, WYOMING
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED 1.0000000 MINERAL INTEREST IN
160.00 ACRES, MORE OR LESS, BEING NE/4 OF
SECTION 18, TOWNSHIP 28 NORTH, RANGE 112 WEST
FROM THE SURFACE DOWN TO 3359 FEET

CROWN'S NET REVENUE INTEREST	.4225000
CROWN'S WORKING INTEREST	.5000000

DEVELOPED LEASE NUMBER 325080

1116-0002 BIG PINEY PROSPECT

LEASE (NUMBER W-92216) FROM UNITED STATES OF AMERICA,
BUREAU OF LAND MANAGEMENT, AS LESSOR,
TO E. CECIL McGARVIN, AS LESSEE,
DATED JULY 1, 1948,
SUBLETTE COUNTY, WYOMING
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED 1.0000000 MINERAL INTEREST IN
240.00 ACRES, MORE OR LESS, BEING SW/4 NE/4,
SE/4 NW/4, NE/4 SW/4, NW/4 SE/4 AND S/2 SE/4
OF SECTION 7, TOWNSHIP 28 NORTH, RANGE 112 WEST
FROM THE SURFACE DOWN TO 3359 FEET

CROWN'S NET REVENUE INTEREST	.4225000
CROWN'S WORKING INTEREST	.5000000

DEVELOPED LEASE NUMBER 325080

1116-0003 BIG PINEY PROSPECT

LEASE FROM WILLIAM J. McGINNIS AND MAMIE McGINNIS,
HUSBAND AND WIFE, AS LESSOR,

TO BELCO PETROLEUM CORPORATION, AS LESSEE,
DATED MARCH 12, 1963, RECORDED IN BOOK 36, PAGE 119,
IN THE OFFICE OF THE COUNTY CLERK OF SUBLETTE COUNTY, WYOMING
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED 1.0000000 MINERAL INTEREST IN
40.00 ACRES, MORE OR LESS, BEING NE/4 SE/4,
OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 112 WEST
FROM THE SURFACE DOWN TO 3359 FEET

CROWN'S NET REVENUE INTEREST	.4225000
CROWN'S WORKING INTEREST	.5000000

DEVELOPED LEASE NUMBER 325080

****

STATE OF Wyoming §
§
COUNTY OF Sublette §

MORTGAGE OF OIL AND GAS PROPERTY, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE is executed by and between EAST TIMBERS LIMITED PARTNERSHIP, a Texas limited partnership having its principal office at 810 Houston Street, Suite 2000, Fort Worth, Tarrant County, Texas 76102 (the "Mortgagor"), and FIRST REPUBLICBANK FORT WORTH, N.A., a national banking association, having its principal office at One Burnett Plaza, 500 W. Seventh Street, Fort Worth, Tarrant County, Texas 76102, as the Mortgagee-Secured Party (the "Mortgagee").

MORTGAGE

Mortgagor has mortgaged and does hereby MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, MORTGAGE, ASSIGN and SET OVER to Mortgagee, its successors and assigns, and does further grant to Mortgagee, its successors and assigns, as a security interest in, the following described property:

(a) Oil and Gas Leases. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all of (i) the oil, gas and mineral lease(s) described or referred to on Exhibit "A" attached hereto and made a part hereof for all purposes, and any instrument executed in amendment, correction, modification, confirmation, renewal or extension of any of such leases; (ii) the oil, gas and other minerals in and under the lands and/or leases described or referred to on Exhibit "A", and all oil, gas and other mineral interests and estates in and under such lands and leases including, but not limited to, royalties, overriding royalties and production payments; (iii) any and all oil, gas and other mineral leases or units covering, in whole or in part, the lands described or referred to on Exhibit "A"; and (iv) all oil, gas and mineral leases in which Mortgagor now has or hereafter acquires an interest due to the pooling or unitization of the lands and/or oil, gas and mineral leases described or referred to on Exhibit "A" or portions of such lands or leases (all of the above-described oil, gas and mineral leases, interests and estates, including without limitation any unitized leases, are hereinafter collectively called the "Leases");

(b) Wells. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all oil wells, gas wells and other wells now or hereafter located upon the land covered by the Leases, whether or not such wells are specifically described or referred to on Exhibit "A";

(c) Contract Rights. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all contracts, operating agreements, mineral purchase agreements, rights of way, easements, surface leases, permits, licenses, pooling or unitization agreements, pooling designations and pooling orders and all other contracts or agreements pertaining to or affecting the Leases or which were executed in connection with the drilling for, producing, treating, handling, storing, transporting or marketing oil, gas or other minerals from the Leases or from any properties unitized or pooled therewith;

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(d) Hydrocarbons. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to

RECORDED Jan. 12 1988 9:00 AM
IN BOOK 48 mtg PAGE 765
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, WYOMING
Ann Riley

Released
BK 15 Rel Pg 405

765

all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom, and all other minerals (hereinafter referred to collectively as "Hydrocarbons") in and under, and that may be produced and saved from, or allocated to, the Leases and the lands covered thereby;

(e) Equipment. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all equipment, tanks, derricks, fixtures, houses, pumps, pumpjacks, casings, tubing, rods, cable lines, pipelines, flow lines, separators, buildings, machinery, tools, pipe and all other equipment, appurtenances, apparatus, appliances, and property of every kind and character, movable or immovable, now or at any time hereafter located on said lands described or referred to above, or which may now or hereafter be used or obtained in connection therewith;

(f) Accounts, General Intangibles. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in all (i) accounts and general intangibles arising in connection with the sale or other disposition of the property described in (a) through (e) above, and (ii) any and all contract rights and general intangibles arising from or in connection with the Leases and/or the lands described or Exhibit "A"; and

(g) Products, Proceeds. All of the products and proceeds of the property described in (a) through (f) above whether presently existing or hereafter created or arising.

The Mortgagor's interests in the Leases, wells, Hydrocarbons, fixtures and personal property and other properties described in (a) through (g) above, are all hereinafter sometimes collectively referred to as the "Mortgaged Properties". It is specifically stipulated and agreed that an undivided 7.5% interest in the entire or undivided interests in the properties and leases described or referred to on Exhibit "A" has been or shall be assigned by Mortgagor to Cross Timbers Partners and such undivided interest shall never be deemed a part of the Mortgaged Properties and shall not be affected or encumbered hereby.

TO HAVE AND TO HOLD the Mortgaged Properties, together with all of the rights, hereditaments and appurtenances in anyway appertaining or belonging thereto, unto the Mortgagee forever; provided, that if the Mortgagor shall pay or cause to be paid the indebtedness hereinafter mentioned, and all other sums of any kind secured hereby, then, but only in such event, this Mortgage shall be void; otherwise, it shall remain in full force and effect.

ARTICLE I
SECURED INDEBTEDNESS

Section 1.1. This Mortgage is given to secure the payment of the following indebtedness, to-wit:

(a) (i) Term Promissory Note dated December 30, 1987, in the original principal sum of $17,000,000.00 executed by Mortgagor payable to Mortgagee and having a final maturity date of December 31, 1995, and (ii) Revolving Promissory Note dated December 30, 1987 in the original principal sum of $810,000.00 executed by Mortgagor payable to Mortgagee and having final maturity date of March 31, 1989, (the "Notes");

(b) Any and all indebtedness and obligations of Mortgagor to Mortgagee arising pursuant to the terms of the Notes, this Mortgage, that certain Revolving Credit and Term Loan Agreement dated of even date herewith by and between Mortgagor and Mortgagee (the "Loan Agreement"), and the other loan documents delivered in connection therewith or herewith, including legal expenses and other expenses incurred in preparation, execution and/or enforcement of said Notes, this Mortgage and any of the other loan documents;

(c) Any and all other promissory notes given by Mortgagor as maker to Mortgagee as payee, evidencing indebtedness of Mortgagor to Mortgagee; provided, however, that nothing contained herein shall be construed to obligate Mortgagee to make any additional loans to Mortgagor;

(d) All other and additional debts, obligations and liabilities of every kind and character of Mortgagor now or hereafter existing in favor of Mortgagee, regardless of whether such debts, obligations and liabilities be direct or indirect, primary or secondary, joint, several, or joint and several, fixed or contingent, and regardless of whether such present or future debts, obligations and liabilities may, prior to their acquisition by Mortgagee, be or have been payable to, or be or have been in favor of, some other person or have been acquired by Mortgagee in a transaction with one other than Mortgagor, together with any and all renewals and extensions of such debts, obligations and liabilities, or any part thereof. It is presently contemplated by Mortgagor and Mortgagee that Mortgagee may, but shall not be required to extend additional credit to Mortgagor and any such indebtedness shall be deemed to be secured hereby; and

(e) Any and all renewals and extensions of the indebtedness and obligations described in (a) through (d) above.

The words "Secured Indebtedness", as used herein, shall mean all the indebtedness, obligations and liabilities described or referred to immediately above in sub-paragraphs (a) through (e), inclusive, of this Section 1.1. The word "holder," as used herein, shall mean the holder of the Secured Indebtedness or any part thereof.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Mortgagor represents, warrants and covenants to Mortgagee that:

(a) Mortgagor is a Texas limited partnership duly organized and existing in good standing under the laws of the State of Texas;

(b) Mortgagor has the requisite authority to execute, deliver and perform this Mortgage and is and will continue to be duly authorized to perform this Mortgage;

(c) Neither execution and delivery of this Mortgage nor consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof or with the terms and provisions hereof, will in any material respect contravene or conflict with any provision of law, statute or regulation to which Mortgagor is subject, or any judgment, license, order or permit applicable to Mortgagor, or any indenture, mortgage, deed

or trust, agreement or other instrument to which Mortgagor is a party or by which Mortgagor may be bound, or to which Mortgagor may be subject, or violate any provision of the Articles of Limited Partnership of Mortgagor.

(d) This Mortgage is the legal and binding obligation of Mortgagor, enforceable in accordance with its terms, except as limited by (i) bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights and (ii) the availability of equitable remedies such as specific performance;

(e) No event has occurred and is continuing which constitutes an Event of Default (hereinafter defined) or would, with the lapse of time or the giving of notice or both, constitute an Event of Default;

(f) There is no fact known to Mortgagor that Mortgagor has not disclosed to Mortgagee in writing which could materially adversely affect the properties, business, prospects or condition (financial or otherwise) of Mortgagor;

(g) To Mortgagor's knowledge, the Leases are in full force and effect; and Mortgagor's interests in the Leases are valid and subsisting and are superior and paramount to all other oil and gas leases which may cover or purport to cover all or part of the land described in the Leases;

(h) Subject to the Permitted Liens (as defined in the Loan Agreement), Mortgagor's "Net Revenue Interest" (referred to as "NRI" in some cases in Exhibit "A") for each well or unit comprised of the Leases is as set forth on Exhibit "A" under the heading "Mortgagor's Interest." For the purposes hereof, "Net Revenue Interest" shall mean Mortgagor's share of Hydrocarbons produced from such well or unit after deduction of Mortgagor's share of all royalties, overriding royalties and other interests payable from or measured by production;

(i) Subject to the Permitted Liens (as defined in the Loan Agreement), Mortgagor's "Working Interest" (referred to as "WI" in some cases in Exhibit "A") for each well or unit comprised of the Leases is as set forth on Exhibit "A" under the heading "Mortgagor's Interest." For the purposes hereof, "Working Interest" shall mean the leasehold interest owned or held by Mortgagor which bears the cost of operations conducted on such wells or units.

(i) Except for such additional costs that Mortgagor may be obligated to bear under the terms of the limited partnership agreement of Mortgagor, the interest of Mortgagor in each of the Leases obligates Mortgagor to bear not more than that 92.5% of the cost of all operations conducted on the land covered by such Lease equal to the working interest ("WI") therein as set out in the description of such Lease on Exhibit "A";

(j) Mortgagor has good record title to the Leases and to its interest in the personal property and fixtures on the Mortgaged Properties and has good and legal right to mortgage the Leases and such personal property and fixtures to Mortgagee;

(k) Except as otherwise disclosed in writing to Mortgagee by Mortgagor on this date, all proceeds from the sale of production attributable to the interest of Mortgagor in each of the Mortgaged Properties are currently being paid in full directly to Mortgagor's predecessor in title, and no portion of such proceeds is currently being held in suspense by any purchaser thereof;

(l) To Mortgagor's knowledge, no contract for the sale of gas produced from any of the Mortgaged Properties contains any obligation to deliver in the future to the purchaser thereunder gas previously paid or under any "take-or-pay" provision and there has not been delivered under any such gas purchase contract during any applicable "balance period" more gas than the purchaser thereunder was obligated to purchase;

(m) To Mortgagor's knowledge, No gas balancing agreement or similar agreement covering any of the Mortgaged Properties contains any provision that will prevent Mortgagor at any time in the future from marketing the production attributable to the its interest and retaining the proceeds therefrom;

(n) To Mortgagor's knowledge, all lease and well equipment necessary to the operation of the Mortgaged Properties is in satisfactory condition and repair and is fit for the purpose of conducting such operations;

(o) To Mortgagor's knowledge, the Mortgaged Properties are free and clear of all claims, liens and encumbrances, except the liens granted hereby and the Permitted Liens;

(p) To Mortgagor's knowledge, all payments due to mechanics, materialmen or other contractors for equipments, services or labor provided in connection with or regarding the Mortgaged Properties have been paid;

(q) To Mortgagor's knowledge, all taxes, assessments and other charges levied against the Mortgaged Properties or the production of oil, gas and other minerals therefrom have been paid in full;

(r) To Mortgagor's knowledge, all covenants, express or implied, binding upon Mortgagor with respect to the Leases or otherwise relating to the validity of the Leases or their operation have been performed in all material respects;

(s) To Mortgagor's knowledge, all rentals, royalties and other amounts due and payable under the Leases have been duly paid and all obligations to be performed by Mortgagor under the Leases have been duly performed;

(t) The holder hereunder shall, to the extent of Mortgagor's interests therein, quietly enjoy and possess the Mortgaged Properties; and

(u) Mortgagor's principal offices and principal place of business are in Fort Worth, Texas.

Section 2.2. The foregoing warranties and representatives shall at all times be construed to be for the benefit of Mortgagee, and they shall remain in full force and effect, notwithstanding the assignment hereof, or the partial release of the lien hereof, or any foreclosure thereof.

ARTICLE III
COVENANTS

Section 3.1. On behalf of Mortgagor and its successors and assigns, Mortgagor further covenants and hereby agrees as follows:

(a) That by agreement with the maker or makers of any instrument evidencing any indebtedness at any time secured hereby, Mortgagee, without notice to or consent of

any other party to this Mortgage, may from time to time extend the time of payment of the whole or any part of such indebtedness, or may accept from said maker or makers one or more new instruments in the same or different form, in renewal of or by way of substitution for any instrument of indebtedness, without in any manner impairing or affecting the liens of this mortgage, or any of the Mortgagee's rights hereunder;

(b) To operate or cause to be operated in a good and workmanlike manner in accordance with the usage of the field and in accordance with the state and federal laws, and to keep, or cause to be kept, in full force and effect, the Leases, insofar as they cover the properties mortgaged hereby, and to perform, or cause to be performed, each and all of the covenants, terms and conditions imposed upon Mortgagor or its predecessors in interest and expressly contained in such Leases (including without limitation the payment of all delay rentals and other amounts necessary to keep the Leases in full force and effect), or expressly contained in any assignments, under or through which such Leases or undivided interests therein are now held, and to perform or cause to be performed all implied covenants and obligations imposed upon Mortgagor or its predecessors in interest in connection with such Leases, insofar as such Leases cover the properties mortgaged hereby, and continuously to operate or cause to be operated in a good and workmanlike manner the wells now or hereafter drilled on the Mortgaged Properties;

(c) To comply with, or cause to be complied with, all applicable and valid laws, rules and regulations of the United States or any other governmental body exercising jurisdiction, with respect to the operation and development of the Mortgaged Properties and the production and sale of oil, gas or other minerals therefrom;

(d) To carry, or cause to be carried, with responsible insurance companies, with respect to all activities with respect to which Mortgagor might incur personal liability for the death or injury of an employee or third person, or damage to or destruction of another's property, insurance against such risks and insurance in such amounts as Mortgagor deems prudent;

(e) To pay, or cause to be paid, all taxes, assessments, governmental charges, levies and all lawful claims which, if unpaid, might become a lien or charge upon the Mortgaged Properties; provided, Mortgagor shall not be in default if any such taxes, assessments, governmental charges, levies or claims are being contested in good faith;

(f) To maintain, preserve and keep, or cause to be maintained, preserved and kept, Mortgagor's interests in the Mortgaged Properties and all appurtenances thereto, including all buildings, improvements, machinery, equipment, pipelines, fixtures and other personal property of every kind and character, in respect of the Leases, in thorough repair, working order and condition, and from time to time make or cause to be made, all necessary and proper repairs, renewals, replacements and substitutions in order to properly maintain such property; provided, Mortgagor shall never be deemed obligated to rework, recomplete, redrill or otherwise maintain any well or production facility when, in Mortgagor's judgment, it would be imprudent or uneconomic to do so.

(g) To pay, or cause to be paid, promptly all bills for labor and material, relating to the Mortgaged Properties, and never to permit to be fixed thereon any lien, other than Permitted Liens, even though inferior to the lien hereof, for any such bills which may be legally due and payable, and never to permit to be created or to exist, relating to any part of the Mortgaged Properties, any other or additional lien other than Permitted Liens;

(h) To pay promptly Mortgagor's share of all costs and expenses incurred under any joint operating agreement affecting the Mortgaged Properties, or any portion thereof, and to furnish Mortgagee, as and when requested, full information as to the status of any joint account maintained with others under any such operating agreement, not to take any action to incur any liability or lien thereunder, and not to enter into any new operating agreement or amendment of existing operating agreement affecting the Mortgaged Properties without prior written consent of Mortgagee;

(i) To permit the holder hereunder, its agents and representatives, at their own risk and expense, to go upon, examine, inspect and remain on the Mortgaged Properties, and to go upon the derrick floor of any well or wells at any time drilled or being drilled thereon, and to strap, gauge, measure and inspect any and all tanks at any time on the Mortgaged Properties or holding oil, gasoline or casinghead gasoline therefrom; and Mortgagor shall do all things necessary or proper to enable the Mortgagee hereunder to exercise said rights whenever it so desires;

(j) Not to enter into, become bound by, or subject the Mortgaged Properties to, any contract or agreement which is burdensome on Mortgagor or materially adversely affects the operation of the Leases;

(k) To do all things necessary or proper to defend title to the Mortgaged Properties, but Mortgagee shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise; and upon demand Mortgagor agrees to pay to Mortgagee all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property or affecting Mortgagee's lien or rights hereunder, including reasonable fees to Mortgagee's attorneys, and Mortgagor will indemnify and hold Mortgagee harmless from and against any and all costs and expenses, including, but not limited to, any and all cost, loss, damage or liability which Mortgagee may suffer or incur by reason of the failure of the title to any material part of the Mortgaged Properties, or by reason of the failure or inability of Mortgagor, for any reason, to a material extent, to convey the rights, titles and interests which this Mortgage purports to mortgage or assign, and all amounts at any time so payable by Mortgagor hereunder shall be secured by the lien hereof and by the said assignment;

(l) At any time and from time to time, upon request by Mortgagee and at Mortgagor's expense, forthwith to execute and deliver to Mortgagee and to record, file or register, any and all additional instruments or further assurances as may be necessary or proper, in Mortgagee's opinion, to effect the intent of these presents;

(m) To protect, warrant and defend title to the Mortgaged Properties unto Mortgagee, it successors and assigns, at Mortgagor's expense against all persons whomsoever lawfully having or claiming an interest therein or a lien thereon;

(n) To pay all Secured Indebtedness in accordance with the terms thereof or hereof, or when the maturity thereof be accelerated in accordance with the terms thereof or hereof;

(o) To furnish to Mortgagee, when requested by the holder, copies of all operating agreements relating to the Leases; and

(p) Except for Permitted Liens, not to transfer, sell, assign, hypothecate, pledge or encumber any of the Mortgaged Properties except as permitted under the terms of the Loan Agreement.

Section 3.2. Any and all covenants contained in this instrument may from time to time, by instrument in writing signed by Mortgagee and delivered to Mortgagor, be waived to such extent and in such manner as Mortgagee may consider appropriate; but no such waiver shall at any time affect or impair the holder's rights or liens hereunder, except to the extent so specifically stated in such written instrument.

ARTICLE IV
DEFAULTS AND REMEDIES

Section 4.1. The term "Event of Default", as used herein, shall mean the occurrence of any one or more of the following events:

(a) Any default or event of default specified in the Notes or the Loan Agreement; or

(b) Any default or event of default specified in any of those certain mortgages and deeds of trust executed by Mortgagor, covering certain oil and gas interests of Mortgagor and securing payment of the Secured Indebtedness; or

(c)The failure of Mortgagor to pay when due the Secured Indebtedness or any part thereof; or

(d) The failure or refusal of Mortgagor punctually and properly to observe, keep and perform any covenant, agreement or undertaking contained in this instrument or the failure or refusal of Mortgagor punctually and properly, to observe, keep and perform any covenant, agreement or undertaking contained in any other mortgage, deed of trust, collateral pledge agreement, assignment, or contract of any kind, securing or assuring the payment of the Secured Indebtedness; or

(e) Any representation made by Mortgagor herein proves untrue in any material respect.

Section 4.2. Upon the occurrence of an Event of Default and after giving Mortgagor the notices and right to cure described in Section 10.02 of the Loan Agreement:

(a) Mortgagee may declare the entire balance of principal of the Secured Indebtedness or any portion thereof, along with all accrued interest thereon, immediately due and payable, whereupon the same shall forthwith become due and payable, without notice or demand, and

(b) Mortgagee may, at its election, proceed by suit or suits, at law or in equity, to enforce the payment of the Secured Indebtedness, and of the notes evidencing it. On or at any time after the filing of judicial proceedings to protect or enforce the rights of Mortgagee, Mortgagee, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud or mismanagement on the part of Mortgagor, shall be entitled to the appointment of a receiver or receivers of all or any portion of the Mortgaged Properties, and of the income, rents, issues and profits thereof and Mortgagor does hereby consent to the appointment of such receiver or receivers and agrees not to oppose any application therefor. It is agreed that Mortgagee may be the purchaser of the Mortgaged Properties, or any part thereof, at any sale thereof, or upon any other foreclosure of the lien hereof or otherwise, and Mortgagee so purchasing shall, upon any such purchase, acquire title to the Mortgaged Properties so purchased, free of the lien of these presents, and

(c) Mortgagee may institute suit to foreclose the lien of this Mortgage in any court having jurisdiction. In any such suit Mortgagee may, at its option, apply for and shall be entitled, as a matter of right, to the appointment of a receiver to take possession and control of, operate, maintain and preserve the Mortgaged Properties or any part thereof, including the production and sale of all oil, gas and other minerals therefrom and to disburse the proceeds from the sale of such products for application upon the Secured Indebtedness and other sums then due Mortgagee hereunder until the same and all costs are fully paid. Mortgagor hereby waives all notice of the filing and hearing of any such application for the appointment of a receiver and irrevocably consents to every appointment made pursuant thereto.

Section 4.3. Mortgagor further agrees that in the event of any foreclosure sale, the Mortgaged Properties or any part thereof may be sold with or without appraisement as Mortgagee may elect, and such election may be exercised at any time prior to the entry of the decree of foreclosure; that should Mortgagee elect to have the property sold without appraisement, then Mortgagor hereby expressly waives appraisement; that Mortgagee may further elect to have said property sold together, or in separate parcels; that the proceeds from such sale, after paying therefrom the costs advanced or incurred by Mortgagee in the foreclosure suit, including the costs of sale and any costs and expenses incurred in the operation of said property by a receiver appointed upon the application of Mortgagee, shall be applied FIRST, to the payment of all costs and expenses incurred by Mortgagee in its operation of said property, if the same be so operated, and any and all sums advanced by Mortgagee for the purpose of enforcing its rights hereunder or protecting the security, with interest on such amounts at the highest legal rate, and SECOND, to the payment of all other Secured Indebtedness and other sums then secured hereby, including interest and attorneys' fees, in such order of application as Mortgagee may elect.

Section 4.4. In the event of any default upon the part of Mortgagor, Mortgagee is authorized to cause to be made whatever abstracts of title and/or title opinions are deemed necessary by Mortgagee's attorneys. The cost of said abstracts shall be added to the Secured Indebtedness.

Section 4.5. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement,

valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's successors and assigns, and for any and all persons or entities ever claiming any interest in the Mortgaged Properties, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the Secured Indebtedness and all rights to a marshalling of the assets of Mortgagor, including the Mortgaged Properties, or to a sale in inverse order of alienation in the event of foreclosure of the liens hereby created. Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets, sale in inverse order of alienation, the exemption of homestead, or other matters whatever to defeat, reduce or affect the right of Mortgagee under the terms of this Mortgage to a sale of the Mortgaged Properties for the collection of the Secured Indebtedness without any prior or different resort for collection, or the right of Mortgagee under the terms of this Mortgage to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Properties in preference to every other claimant whatever. If any law referred to in this paragraph and now in force, of which Mortgagor or Mortgagor's successors and assigns might take advantage despite this paragraph, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this paragraph.

Section 4.6. The rights and remedies hereinabove expressly conferred are cumulative of all other rights and remedies herein, or by law or in equity provided, and shall not be deemed to deprive Mortgagee of any other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants and terms of this Mortgage and of the Secured Indebtedness and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 4.7. If Mortgagor should fail, refuse or be unable to pay any sum of money herein covenanted to be paid by, or fail, refuse or be unable to keep or perform any additional covenant or covenants whatsoever contained in this instrument, Mortgagee may, but shall not be obligated to, pay said sums of money, or perform or attempt to perform any such covenant, and such payment so made or expense reasonably incurred in the performance or attempted performance of any such covenant shall be, and is hereby declared by Mortgagor to be, a part of the indebtedness secured hereby, and Mortgagor promises, upon demand, to pay to Mortgagee, at the banking office of Mortgagee in Tarrant County, Texas, all sums so advanced or paid by Mortgagee, with interest at the Default Rate (as defined in the Loan Agreement) from the date paid or incurred by Mortgagee. No such payment by Mortgagee shall in any way be considered or constitute a waiver of any such default or of Mortgagee's right to declare the indebtedness secured hereby at once due and payable. In addition to the lien hereof, Mortgagee shall be subrogated to all rights and liens securing the payment of any debt, claim, tax or assessment for the payment of which it shall have made such advance.

ARTICLE V
ASSIGNMENT OF PRODUCTION

Section 5.1. In order further to secure the payment of the Secured Indebtedness, Mortgagor does hereby TRANSFER, ASSIGN and CONVEY unto and in favor of Mortgagee all of the interest of the Mortgagor in the Hydrocarbons, in and under, or which may be produced from, the Mortgaged Properties, or allocated thereto pursuant to pooling or unitization of the Leases or otherwise, together with all proceeds derived on and after the date of the execution of this Mortgage from the sale of such Hydrocarbons.

Section 5.2. The foregoing assignment is made upon, and subject to, the following terms and conditions:

(a) Mortgagee shall have the right, exercisable at any time after the occurrence of an Event of Default, at its sole option, to give written or telegraphic notice to all of the parties producing, purchasing, taking, possessing or receiving any Hydrocarbons produced or to be produced from or allocated to the Mortgaged Properties, or having in their possession any such Hydrocarbons belonging to Mortgagor or such proceeds for which they or others are accountable to Mortgagee by virtue of the provisions hereof, to hold and dispose of such Hydrocarbons for the account of Mortgagee and to make payment of such proceeds direct to Mortgagee at its principal office, and Mortgagee shall thereafter receive, collect and retain, as part of the Mortgaged Properties, all such Hydrocarbons, all for the benefit and further security of the Secured Indebtedness.

(b) All parties producing, purchasing, taking, possessing, processing or receiving any such Hydrocarbons, or having in their possession any such Hydrocarbons or such proceeds for which they or others are accountable to Mortgagee by virtue of the provisions hereof, are authorized and directed by Mortgagor, upon receipt of notice by Mortgagee given pursuant to the above Section 5.2(a) to treat and regard Mortgagee as the assignee and transferee of Mortgagor and entitled in its place and stead to receive such Hydrocarbons and proceeds; and such parties and each of them shall be fully protected in so treating and regarding Mortgagee and shall be under no obligation to see to the application by Mortgagee of any such proceeds received by it. Without in any way limiting the effectiveness of the authorization and direction in the next preceding sentence, if Mortgagor shall receive any such proceeds which under this Section 5.2(b) are receivable by Mortgagee, Mortgagor will hold the same in trust and will remit such proceeds, or cause such proceeds to be remitted, immediately, to Mortgagee.

(c) Without limiting the foregoing provisions of this Article V, Mortgagor stipulates that this Article V is intended to grant to Mortgagee a security interest in Mortgagor's interest in the Hydrocarbons to be extracted from or attributable to the Mortgaged Properties, and in and to the proceeds resulting from the sale thereof at the wellhead.

Section 5.3. Mortgagor covenants and agrees and undertakes hereby, after the Mortgagee shall have so requested, to cause all pipeline companies or other purchasers of the Hydrocarbons produced from the Mortgaged Properties to pay promptly to Mortgagee at its principal office, Mortgagor's interest in the proceeds derived from the sale thereof, in accordance with the terms of this assignment, and forthwith to execute, acknowledge and deliver to said pipeline companies and other purchasers such further and proper division orders, transfer orders, certificates and other documents as may be necessary or proper to effect the intent of these presents; and Mortgagee shall not be required at any time, as a condition to its right to obtain the proceeds of such Hydrocarbons, to warrant its title thereto or to make any guaranty whatsoever. In addition, and without limitation, Mortgagor covenants and agrees, and undertakes hereby, to provide to Mortgagee the name and address of every pipeline company or other purchaser of the oil, gas and other minerals produced from the Mortgaged Properties when determined, together with a copy of the applicable sales contracts. All expenses incurred by Mortgagee

in the collection of said proceeds shall be repaid promptly by Mortgagor; and prior to such repayment, such expenses shall be a part of the Secured Indebtedness.

Section 5.4. Without limitation upon any of the foregoing, Mortgagor hereby designates and appoints Mortgagee as Mortgagor's true and lawful agent and attorney-in-fact (with full power of substitution, either generally or for such periods or purposes as Mortgagee may from time to time prescribe), with full power and authority, for and on behalf of and in the name of Mortgagor, to execute, acknowledge and deliver all such division orders, transfer orders, certificates and other documents of every nature, with such provisions as may from time to time, in the opinion of Mortgagee, be necessary or proper to effect the intent and purpose of this Article V; and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing certificates or documents. The powers and authorities herein conferred on Mortgagee may be exercised by Mortgagee through any person who, at the time of exercise, is the president or a vice president of Mortgagee, or who holds a similar position with Mortgagee's authorized representative. The power of attorney conferred by this Section 5.4 is granted for valuable consideration and coupled with an interest and is irrevocable so long as the Secured Indebtedness, or any portion thereof, shall remain unpaid. All persons dealing with Mortgagee, or any substitute, shall be fully protected in treating the powers and authorities conferred herein as continuing in full force and effect until advised by Mortgagee that the Secured Indebtedness is fully and finally paid.

Section 5.5. Mortgagee shall never be under any obligation to enforce the collection of the funds assigned to it hereunder, nor shall it ever be liable for failure to exercise diligence in the collection of such funds, but it shall only be accountable for the sums that it shall actually receive.

Section 5.6. Should any pipeline company or other purchaser now or hereafter purchasing said production fail to make payment promptly to Mortgagee of the proceeds derived from the sale thereof, Mortgagee shall have the right to change the connection of any such pipeline company, or other purchaser, and designate some other pipeline company, or other purchaser, to purchase and take such production, without liability on Mortgagee in making such selection, so long as ordinary care is used in respect thereof; and should Mortgagor, its heirs, personal representatives, and assigns fail to consent to such connection, Mortgagee may accelerate the maturity of the indebtedness hereby secured.

Section 5.7. The proceeds accruing to the Mortgaged Properties, received by Mortgagee, shall be applied by it when so received toward payment of the Secured Indebtedness, as Mortgagee in its sole discretion deems appropriate.

Section 5.8. Notwithstanding such provision for application of proceeds, it is agreed that Mortgagee shall have the right, at its election, from time to time, to apply any portion or all of said proceeds to the payment of any of the taxes levied and assessed against the Mortgaged Properties, insurance premiums, liens, bills for labor and material furnished for use upon the Mortgaged Properties, costs, and expenses, including attorney fees incurred by Mortgagee in the defense of any action affecting the title to the Mortgaged Properties, or the production therefrom, or any judgment rendered against Mortgagee upon any claim arising out of the receipt, or application in accordance herewith, of any such proceeds in the event Mortgagor should fail to make such

payments, or any of them, promptly after demand made by Mortgagee upon Mortgagor so to do. Mortgagee shall have the right, at its election, to release or deliver to Mortgagor all or any portion of such proceeds, received by it, to the end that Mortgagor may receive funds with which to pay for the operating, equipping and developing of the Mortgaged Properties, or any well or wells thereon. No funds so released or paid to Mortgagor shall, in any event, be considered to have been applied upon the Secured Indebtedness.

ARTICLE VI
SECURITY AGREEMENT AND FINANCING STATEMENT

Section 6.1. With respect to all personal property and fixtures constituting a part of the Mortgaged Properties, this Mortgage shall also be a security agreement and financing statement, and for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of further securing payment and performance of the Secured Indebtedness, Mortgagor hereby grants to Mortgagee a security interest in all such personal property and fixtures. Mortgagor represents and warrants that, except for any financing statement now in force filed by Mortgagee, no financing statement covering the said collateral, or any part thereof, has been filed with any filing officer, and no other security interest now in force has attached or been perfected in the said collateral, or in any part thereof.

The above goods which are to become fixtures will be located on the real estate covered by the Leases. The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead(s) or minehead(s) of the well(s) or mine(s) located on the real estate covered by the Leases.

Mortgagor shall execute and deliver to Mortgagee such security agreements, financing statements and other documents and instruments and do such other things as Mortgagee may reasonably request or deem necessary in order to perfect and maintain the security interest created hereunder.

Section 6.2. This instrument may be presented to a filing officer under the Uniform Commercial Code to be filed as a nonstandard financing statement covering all personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code, including oil, gas and other minerals and fixtures. Whether or not this instrument is separately presented as a financing statement, this instrument shall constitute a financing statement when filed of record in the real estate records.

ARTICLE VII
MISCELLANEOUS

Section 7.1. Upon the full and final payment of the Secured Indebtedness and the termination of all of Mortgagee's commitments (if any) to Mortgagee, and the satisfaction of all of Mortgagor's obligations and liabilities to Mortgagee, the lien of this Mortgage shall be extinguished and be of no further force and effect; and the Mortgaged Properties shall become wholly free and clear hereof and all of the property as assigned hereby shall be automatically reassigned to Mortgagor without any further act being required; and the holder, upon the request and at the expense of Mortgagor, shall promptly deliver to Mortgagor such instruments evidencing the Secured Indebtedness, marked "PAID", and execute and deliver to Mortgagor and others a release of this instrument and such other instruments of satisfaction as may be appropriate.

Section 7.2. The rights, titles, interests, liens and powers hereunder are cumulative of each other and of all other rights, titles, interests, liens and powers which may now or hereafter exist to secure the payment of the Secured Indebtedness to the holder, or any part thereof. The security herein and hereby provided shall not affect or be affected by any other or further security heretofore or hereafter taken for the indebtedness of Mortgagor to the holder, or any part thereof. Mortgagor, for Mortgagor and Mortgagor's successors, and for any and all persons ever claiming any interest in the Mortgaged Properties, hereby waives all rights of marshalling in event of foreclosure of the lien hereby created. No failure to exercise and no delay in exercising on the part of the holder any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The holder shall, at all times, have the right to release any part of the property now or hereafter subject to the lien hereof or any part of the proceeds of production or other income herein or hereafter assigned or pledged or any other security it now has or may hereafter have securing the Secured Indebtedness, without releasing any other part of said property, proceeds or income, and without affecting the lien hereof as to the part or parts of the Mortgaged Property not so released, or the right to receive future proceeds and income.

Section 7.3. No provision herein or in any promissory note, instrument, or any other loan document executed by Mortgagor evidencing the Secured Indebtedness shall require the payment or permit the collection of interest in excess of the highest non-usurious rate permitted by applicable law. If any excess of interest in such respect is provided for herein or in any such promissory note, instrument, or any other loan document, the provisions of this paragraph shall govern, and Mortgagor shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law. The intention of the parties being to conform strictly to the usury laws now in force, all promissory notes, instruments and other loan documents executed by Mortgagor evidencing the Secured Indebtedness shall be held subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

Section 7.4. For all purposes of this instrument, the post office or mailing addresses of Mortgagor and Mortgagee shall be:

MORTGAGOR: East Timbers Limited Partnership
810 Houston Street, Suite 2000
Fort Worth, Texas 76102
Attention: Bob R. Simpson

MORTGAGEE: First RepublicBank Fort Worth, N.A.
One Burnett Plaza
500 W. Seventh Street
Fort Worth, Texas 76102
Attention: John N. Hobart

Section 7.5. These presents shall be binding upon Mortgagee and Mortgagor's successors, and shall inure to the benefit of the holder, and the holder's successors and assigns, and shall be covenants running with the land.

Section 7.6. In the event that any one or more of the provisions contained in this instrument shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 7.7. This instrument shall be governed by and construed in accordance with the laws of the State where the Mortgaged Properties are located.

Section 7.8. This Mortgage has simultaneously been executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original. If the Mortgagor is a corporation, this instrument is executed by Mortgagor's officers hereunto duly authorized.

Section 7.9. Personal, corporate and partnership liability hereunder and under the Notes shall be limited in accordance with Section 2.08 and 3.10 of the Loan Agreement.

Section 7.10. To the extent of any conflict or inconsistency between this Mortgage and the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

Section 7.11. The effective date of the assignment contained in Article V is the date of execution of this Mortgage at 7:00 o'clock a.m.

EXECUTED this 30th day of December, 1987.

MORTGAGOR:

EAST TIMBERS LIMITED PARTNERSHIP,
a Texas limited partnership

By: CROSS TIMBERS PARTNERS,
a Texas limited partnership
its General Partner

By: CROSS TIMBERS PRODUCTION COMPANY,
a Texas corporation,
its General Partner

By: _____
Louis G. Baldwin
Vice President

MORTGAGEE

FIRST REPUBLICBANK FORT WORTH, N.A.

By: _____
John N. Hobart,
Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Louis G. Baldwin, Vice President of Cross Timbers Production Company, a Texas corporation, as General Partner of Cross Timbers Partners, a Texas limited partnership, as General Partner of EAST TIMBERS LIMITED PARTNERSHIP, a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation and partnerships and that he executed the same as the act of such corporation and partnerships for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of December, 1987.

Notary Public, State of Texas
Commission Expires: _____
Printed Name: _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John N. Hobart, Vice President of First RepublicBank Fort Worth, N.A., a national banking association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said bank and that he executed the same as the act of such bank for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of December, 1987.

Notary Public, State of Texas
Commission Expires: _____
Printed Name: _____

f55681

PREFACE
TO
EXHIBIT "A"
(East Timbers Limited Partnership)

Subject to the following proviso, the Mortgaged Properties are stipulated to comprise only Mortgagor's/Grantor's undivided interest in and to the oil and gas leasehold interests, fee mineral interests, royalty interests and overriding royalty interests described or referred to in the following pages of this Exhibit "A", said undivided interest being specified in an Assignment, Bill of Sale and Conveyance of even date herewith to Mortgagor/Grantor (and others) from Crown Central Petroleum Corporation, to which reference is hereby made for a description of the undivided interest of Mortgagor's/Grantor's, provided, however, that the Mortgaged Properties shall not include an undivided 7.5% interest of Mortgagor's/Grantor's undivided interest in and to the hereinafter described properties and interest which 7.5% interest shall be assigned to Cross Timbers Partners pursuant to the agreement of limited partnership of Mortgagor's/Grantor's.

Mortgagor's/Grantor's Interest

Mortgagor's/Grantor's interest in and to each Mortgaged Property or Lease described in the following pages of this Exhibit "A" is 22.67% of the interest set forth under the headings "Crown Net Revenue Interest", "Crown Working Interest", "Crown Overriding Royalty Interest" for each Mortgaged Property or Lease described in this Exhibit "A".

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EXHIBIT A

SUBLETTE COUNTY, WYOMING

SUBLETTE COUNTY, WYOMING
EXHIBIT A

1116-0001 BIG PINEY PROSPECT

LEASE (NUMBER W-92217) FROM UNITED STATES OF AMERICA,
BUREAU OF LAND MANAGEMENT, AS LESSOR,
TO GORDON S. WISE, AS LESSEE,
DATED DECEMBER 1, 1948,
SUBLETTE COUNTY, WYOMING
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED 1.0000000 MINERAL INTEREST IN
160.00 ACRES, MORE OR LESS, BEING NE/4 OF
SECTION 18, TOWNSHIP 28 NORTH, RANGE 112 WEST
FROM THE SURFACE DOWN TO 3359 FEET

CROWN'S NET REVENUE INTEREST	.4225000
CROWN'S WORKING INTEREST	.5000000

DEVELOPED LEASE NUMBER 325080

1116-0002 BIG PINEY PROSPECT

LEASE (NUMBER W-92216) FROM UNITED STATES OF AMERICA,
BUREAU OF LAND MANAGEMENT, AS LESSOR,
TO E. CECIL McGARVIN, AS LESSEE,
DATED JULY 1, 1948,
SUBLETTE COUNTY, WYOMING
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED 1.0000000 MINERAL INTEREST IN
240.00 ACRES, MORE OR LESS, BEING SW/4 NE/4,
SE/4 NW/4, NE/4 SW/4, NW/4 SE/4 AND S/2 SE/4
OF SECTION 7, TOWNSHIP 28 NORTH, RANGE 112 WEST
FROM THE SURFACE DOWN TO 3359 FEET

CROWN'S NET REVENUE INTEREST	.4225000
CROWN'S WORKING INTEREST	.5000000

DEVELOPED LEASE NUMBER 325080

1116-0003 BIG PINEY PROSPECT

LEASE FROM WILLIAM J. McGINNIS AND MAMIE McGINNIS,
HUSBAND AND WIFE, AS LESSOR,

DATED 11-20-87 PAGE 2

TO BELCO PETROLEUM CORPORATION, AS LESSEE,
DATED MARCH 12, 1963, RECORDED IN BOOK 36, PAGE 119,
IN THE OFFICE OF THE COUNTY CLERK OF SUBLETTE COUNTY, WYOMING
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED 1.0000000 MINERAL INTEREST IN
40.00 ACRES, MORE OR LESS, BEING NE/4 SE/4,
OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 112 WEST
FROM THE SURFACE DOWN TO 3359 FEET

CROWN'S NET REVENUE INTEREST	.4225000
CROWN'S WORKING INTEREST	.5000000

DEVELOPED LEASE NUMBER 325080

****

STATE OF Wyoming §
§
COUNTY OF Sublette §

MORTGAGE OF OIL AND GAS PROPERTY, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE is executed by and between WEST TIMBERS LIMITED PARTNERSHIP, a Delaware limited partnership having its principal office at 810 Houston Street, Suite 2000, Fort Worth, Tarrant County, Texas 76102 (the "Mortgagor"), and FIRST REPUBLICBANK FORT WORTH, N.A., a national banking association, having its principal office at One Burnett Plaza, 500 W. Seventh Street, Fort Worth, Tarrant County, Texas 76102, as the Mortgagee-Secured Party (the "Mortgagee").

MORTGAGE

Mortgagor has mortgaged and does hereby MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, MORTGAGE, ASSIGN and SET OVER to Mortgagee, its successors and assigns, and does further grant to Mortgagee, its successors and assigns, as a security interest in, the following described property:

(a) Oil and Gas Leases. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all of (i) the oil, gas and mineral lease(s) described or referred to on Exhibit "A" attached hereto and made a part hereof for all purposes, and any instrument executed in amendment, correction, modification, confirmation, renewal or extension of any of such leases; (ii) the oil, gas and other minerals in and under the lands and/or leases described or referred to on Exhibit "A", and all oil, gas and other mineral interests and estates in and under such lands and leases including, but not limited to, royalties, overriding royalties and production payments; (iii) any and all oil, gas and other mineral leases or units covering, in whole or in part, the lands described or referred to on Exhibit "A"; and (iv) all oil, gas and mineral leases in which Mortgagor now has or hereafter acquires an interest due to the pooling or unitization of the lands and/or oil, gas and mineral leases described or referred to on Exhibit "A" or portions of such lands or leases (all of the above-described oil, gas and mineral leases, interests and estates, including without limitation any unitized leases, are hereinafter collectively called the "Leases");

(b) Wells. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all oil wells, gas wells and other wells now or hereafter located upon the land covered by the Leases, whether or not such wells are specifically described or referred to on Exhibit "A";

(c) Contract Rights. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all contracts, operating agreements, mineral purchase agreements, rights of way, easements, surface leases, permits, licenses, pooling or unitization agreements, pooling designations and pooling orders and all other contracts or agreements pertaining to or affecting the Leases or which were executed in connection with the drilling for, producing, treating, handling, storing, transporting or marketing oil, gas or other minerals from the Leases or from any properties unitized or pooled therewith;

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(d) Hydrocarbons. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to

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all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom, and all other minerals (hereinafter referred to collectively as "Hydrocarbons") in and under, and that may be produced and saved from, or allocated to, the Leases and the lands covered thereby;

(e) Equipment. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to all equipment, tanks, derricks, fixtures, houses, pumps, pumpjacks, casings, tubing, rods, cable lines, pipelines, flow lines, separators, buildings, machinery, tools, pipe and all other equipment, appurtenances, apparatus, appliances, and property of every kind and character, movable or immovable, now or at any time hereafter located on said lands described or referred to above, or which may now or hereafter be used or obtained in connection therewith;

(f) Accounts, General Intangibles. All of Mortgagor's right, title and interest, now owned or hereafter acquired, in all (i) accounts and general intangibles arising in connection with the sale or other disposition of the property described in (a) through (e) above, and (ii) any and all contract rights and general intangibles arising from or in connection with the Leases and/or the lands described or Exhibit "A"; and

(g) Products, Proceeds. All of the products and proceeds of the property described in (a) through (f) above whether presently existing or hereafter created or arising.

The Mortgagor's interests in the Leases, wells, Hydrocarbons, fixtures and personal property and other properties described in (a) through (g) above, are all hereinafter sometimes collectively referred to as the "Mortgaged Properties". It is specifically stipulated and agreed that an undivided 6.5% interest in the entire or undivided interests in the properties and leases described or referred to on Exhibit "A" has been or shall be assigned by Mortgagor to Cross Timbers Partners and such undivided interest shall never be deemed a part of the Mortgaged Properties and shall not be affected or encumbered hereby.

TO HAVE AND TO HOLD the Mortgaged Properties, together with all of the rights, hereditaments and appurtenances in anyway appertaining or belonging thereto, unto the Mortgagee forever; provided, that if the Mortgagor shall pay or cause to be paid the indebtedness hereinafter mentioned, and all other sums of any kind secured hereby, then, but only in such event, this Mortgage shall be void; otherwise, it shall remain in full force and effect.

ARTICLE I
SECURED INDEBTEDNESS

Section 1.1. This Mortgage is given to secure the payment of the following indebtedness, to-wit:

(a) (i) Term Promissory Note dated December 30, 1987, in the original principal sum of $38,000,000.00 executed by Mortgagor payable to Mortgagee and having a final maturity date of August 31, 1993, and (ii) Revolving Promissory Note dated December 30, 1987 in the original principal sum of $1,810,000.00 executed by Mortgagor payable to Mortgagee and having a final maturity date of March 31, 1989 (the "Notes");

b) Any and all indebtedness and obligations of Mortgagor to Mortgagee arising pursuant to the terms of the Note, this Mortgage, that certain Amended and Restated Loan Agreement dated of even date herewith by and between Mortgagor and Mortgagee (the "Loan Agreement"), and the other loan documents delivered in connection therewith or herewith, including legal expenses and other expenses incurred in preparation, execution and/or enforcement of said Notes, this Mortgage and any of the other loan documents;

(c) Any and all other promissory notes given by Mortgagor as maker to Mortgagee as payee, evidencing indebtedness of Mortgagor to Mortgagee; provided, however, that nothing contained herein shall be construed to obligate Mortgagee to make any additional loans to Mortgagor;

(d) All other and additional debts, obligations and liabilities of every kind and character of Mortgagor now or hereafter existing in favor of Mortgagee, regardless of whether such debts, obligations and liabilities be direct or indirect, primary or secondary, joint, several, or joint and several, fixed or contingent, and regardless of whether such present or future debts, obligations and liabilities may, prior to their acquisition by Mortgagee, be or have been payable to, or be or have been in favor of, some other person or have been acquired by Mortgagee in a transaction with one other than Mortgagor, together with any and all renewals and extensions of such debts, obligations and liabilities, or any part thereof. It is presently contemplated by Mortgagor and Mortgagee that Mortgagee may, but shall not be required to extend additional credit to Mortgagor and any such indebtedness shall be deemed to be secured hereby; and

(e) Any and all renewals and extensions of the indebtedness and obligations described in (a) through (d) above.

The words "Secured Indebtedness", as used herein, shall mean all the indebtedness, obligations and liabilities described or referred to immediately above in sub-paragraphs (a) through (e), inclusive, of this Section 1.1. The word "holder," as used herein, shall mean the holder of the Secured Indebtedness or any part thereof.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Mortgagor represents, warrants and covenants to Mortgagee that:

(a) Mortgagor is a Delaware limited partnership duly organized and existing in good standing under the laws of the State of Texas;

(b) Mortgagor has the requisite authority to execute, deliver and perform this Mortgage and is and will continue to be duly authorized to perform this Mortgage;

(c) Neither execution and delivery of this Mortgage nor consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof or with the terms and provisions hereof, will in any material respect contravene or conflict with any provision of law, statute or regulation to which Mortgagor is subject, or any judgment, license, order or permit applicable to Mortgagor, or any indenture, mortgage, deed or trust, agreement or other instrument to which Mortgagor

is a party or by which Mortgagor may be bound, or to which Mortgagor may be subject, or violate any provision of the Articles of Limited Partnership of Mortgagor.

(d) This Mortgage is the legal and binding obligation of Mortgagor, enforceable in accordance with its terms, except as limited by (i) bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights and (ii) the availability of equitable remedies such as specific performance;

(e) No event has occurred and is continuing which constitutes an Event of Default (hereinafter defined) or would, with the lapse of time or the giving of notice or both, constitute an Event of Default;

(f) There is no fact known to Mortgagor that Mortgagor has not disclosed to Mortgagee in writing which could materially adversely affect the properties, business, prospects or condition (financial or otherwise) of Mortgagor;

(g) To Mortgagor's knowledge, the Leases are in full force and effect; and Mortgagor's interests in the Leases are valid and subsisting and are superior and paramount to all other oil and gas leases which may cover or purport to cover all or part of the land described in the Leases;

(h) Subject to the Permitted Liens (as defined in the Loan Agreement), Mortgagor's "Net Revenue Interest" (referred to as "NRI" in some cases in Exhibit "A") for each well or unit comprised of the Leases is as set forth on Exhibit "A" under the heading "Mortgagor's Interest." For the purposes hereof, "Net Revenue Interest" shall mean Mortgagor's share of Hydrocarbons produced from such well or unit after deduction of Mortgagor's share of all royalties, overriding royalties and other interests payable from or measured by production;

(i) Subject to the Permitted Liens (as defined in the Loan Agreement), Mortgagor's "Working Interest" (referred to as "WI" in some cases in Exhibit "A") for each well or unit comprised of the Leases is as set forth on Exhibit "A" under the heading "Mortgagor's Interest." For the purposes hereof, "Working Interest" shall mean the leasehold interest owned or held by Mortgagor which bears the cost of operations conducted on such wells or units.

(i) Except for such additional costs that Mortgagor may be obligated to bear under the terms of the limited partnership agreement of Mortgagor, the interest of Mortgagor in each of the Leases obligates Mortgagor to bear not more than that 93.5% of the cost of all operations conducted on the land covered by such Lease equal to the working interest ("WI") therein as set out in the description of such Lease on Exhibit "A";

(j) Mortgagor has good record title to the Leases and to its interest in the personal property and fixtures on the Mortgaged Properties and has good and legal right to mortgage the Leases and such personal property and fixtures to Mortgagee;

(k) Except as otherwise disclosed in writing to Mortgagee by Mortgagor on this date, all proceeds from the sale of production attributable to the interest of Mortgagor in each of the Mortgaged Properties are currently being paid in full directly to Mortgagor's predecessor in title, and no portion of such proceeds is currently being held in suspense by any purchaser thereof;

(l) To Mortgagor's knowledge, no contract for the sale of gas produced from any of the Mortgaged Properties contains any obligation to deliver in the future to the purchaser thereunder gas previously paid or under any "take-or-pay" provision and there has not been delivered under any such gas purchase contract during any applicable "balance period" more gas than the purchaser thereunder was obligated to purchase;

(m) To Mortgagor's knowledge, No gas balancing agreement or similar agreement covering any of the Mortgaged Properties contains any provision that will prevent Mortgagor at any time in the future from marketing the production attributable to the its interest and retaining the proceeds therefrom;

(n) To Mortgagor's knowledge, all lease and well equipment necessary to the operation of the Mortgaged Properties is in satisfactory condition and repair and is fit for the purpose of conducting such operations;

(o) To Mortgagor's knowledge, the Mortgaged Properties are free and clear of all claims, liens and encumbrances, except the liens granted hereby and the Permitted Liens;

(p) To Mortgagor's knowledge, all payments due to mechanics, materialmen or other contractors for equipments, services or labor provided in connection with or regarding the Mortgaged Properties have been paid;

(q) To Mortgagor's knowledge, all taxes, assessments and other charges levied against the Mortgaged Properties or the production of oil, gas and other minerals therefrom have been paid in full;

(r) To Mortgagor's knowledge, all covenants, express or implied, binding upon Mortgagor with respect to the Leases or otherwise relating to the validity of the Leases or their operation have been performed in all material respects;

(s) To Mortgagor's knowledge, all rentals, royalties and other amounts due and payable under the Leases have been duly paid and all obligations to be performed by Mortgagor under the Leases have been duly performed;

(t) The holder hereunder shall, to the extent of Mortgagor's interests therein, quietly enjoy and possess the Mortgaged Properties; and

(u) Mortgagor's principal offices and principal place of business are in Fort Worth, Texas.

Section 2.2. The foregoing warranties and representatives shall at all times be construed to be for the benefit of Mortgagee, and they shall remain in full force and effect, notwithstanding the assignment hereof, or the partial release of the lien hereof, or any foreclosure thereof.

ARTICLE III
COVENANTS

Section 3.1. On behalf of Mortgagor and its successors and assigns, Mortgagor further covenants and hereby agrees as follows:

(a) That by agreement with the maker or makers of any instrument evidencing any indebtedness at any time secured hereby, Mortgagee, without notice to or consent of

any other party to this Mortgage, may from time to time extend the time of payment of the whole or any part of such indebtedness, or may accept from said maker or makers one or more new instruments in the same or different form, in renewal of or by way of substitution for any instrument of indebtedness, without in any manner impairing or affecting the liens of this mortgage, or any of the Mortgagee's rights hereunder;

(b) To operate or cause to be operated in a good and workmanlike manner in accordance with the usage of the field and in accordance with the state and federal laws, and to keep, or cause to be kept, in full force and effect, the Leases, insofar as they cover the properties mortgaged hereby, and to perform, or cause to be performed, each and all of the covenants, terms and conditions imposed upon Mortgagor or its predecessors in interest and expressly contained in such Leases (including without limitation the payment of all delay rentals and other amounts necessary to keep the Leases in full force and effect), or expressly contained in any assignments, under or through which such Leases or undivided interests therein are now held, and to perform or cause to be performed all implied covenants and obligations imposed upon Mortgagor or its predecessors in interest in connection with such Leases, insofar as such Leases cover the properties mortgaged hereby, and continuously to operate or cause to be operated in a good and workmanlike manner the wells now or hereafter drilled on the Mortgaged Properties;

(c) To comply with, or cause to be complied with, all applicable and valid laws, rules and regulations of the United States or any other governmental body exercising jurisdiction, with respect to the operation and development of the Mortgaged Properties and the production and sale of oil, gas or other minerals therefrom;

(d) To carry, or cause to be carried, with responsible insurance companies, with respect to all activities with respect to which Mortgagor might incur personal liability for the death or injury of an employee or third person, or damage to or destruction of another's property, insurance against such risks and insurance in such amounts as Mortgagor deems prudent;

(e) To pay, or cause to be paid, all taxes, assessments, governmental charges, levies and all lawful claims which, if unpaid, might become a lien or charge upon the Mortgaged Properties; provided, Mortgagor shall not be in default if any such taxes, assessments, governmental charges, levies or claims are being contested in good faith;

(f) To maintain, preserve and keep, or cause to be maintained, preserved and kept, Mortgagor's interests in the Mortgaged Properties and all appurtenances thereto, including all buildings, improvements, machinery, equipment, pipelines, fixtures and other personal property of every kind and character, in respect of the Leases, in thorough repair, working order and condition, and from time to time make or cause to be made, all necessary and proper repairs, renewals, replacements and substitutions in order to properly maintain such property; provided, Mortgagor shall never be deemed obligated to rework, recomplete, redrill or otherwise maintain any well or production facility when, in Mortgagor's judgment, it would be imprudent or uneconomic to do so.

(g) To pay, or cause to be paid, promptly all bills for labor and material, relating to the Mortgaged Properties, and never to permit to be fixed thereon any lien, other than Permitted Liens, even though inferior to the lien hereof, for any such bills which may be legally due and payable, and never to permit to be created or to exist, relating to any part of the Mortgaged Properties, any other or additional lien other than Permitted Liens;

(h) To pay promptly Mortgagor's share of all costs and expenses incurred under any joint operating agreement affecting the Mortgaged Properties, or any portion thereof, and to furnish Mortgagee, as and when requested, full information as to the status of any joint account maintained with others under any such operating agreement, not to take any action to incur any liability or lien thereunder, and not to enter into any new operating agreement or amendment of existing operating agreement affecting the Mortgaged Properties without prior written consent of Mortgagee;

(i) To permit the holder hereunder, its agents and representatives, at their own risk and expense, to go upon, examine, inspect and remain on the Mortgaged Properties, and to go upon the derrick floor of any well or wells at any time drilled or being drilled thereon, and to strap, gauge, measure and inspect any and all tanks at any time on the Mortgaged Properties or holding oil, gasoline or casinghead gasoline therefrom; and Mortgagor shall do all things necessary or proper to enable the Mortgagee hereunder to exercise said rights whenever it so desires;

(j) Not to enter into, become bound by, or subject the Mortgaged Properties to, any contract or agreement which is burdensome on Mortgagor or materially adversely affects the operation of the Leases;

(k) To do all things necessary or proper to defend title to the Mortgaged Properties, but Mortgagee shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise; and upon demand Mortgagor agrees to pay to Mortgagee all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property or affecting Mortgagee's lien or rights hereunder, including reasonable fees to Mortgagee's attorneys, and Mortgagor will indemnify and hold Mortgagee harmless from and against any and all costs and expenses, including, but not limited to, any and all cost, loss, damage or liability which Mortgagee may suffer or incur by reason of the failure of the title to any material part of the Mortgaged Properties, or by reason of the failure or inability of Mortgagor, for any reason, to a material extent, to convey the rights, titles and interests which this Mortgage purports to mortgage or assign, and all amounts at any time so payable by Mortgagor hereunder shall be secured by the lien hereof and by the said assignment;

(l) At any time and from time to time, upon request by Mortgagee and at Mortgagor's expense, forthwith to execute and deliver to Mortgagee and to record, file or register, any and all additional instruments or further assurances as may be necessary or proper, in Mortgagee's opinion, to effect the intent of these presents;

(m) To protect, warrant and defend title to the Mortgaged Properties unto Mortgagee, it successors and assigns, at Mortgagor's expense against all persons whomsoever lawfully having or claiming an interest therein or a lien thereon;

(n) To pay all Secured Indebtedness in accordance with the terms thereof or hereof, or when the maturity thereof be accelerated in accordance with the terms thereof or hereof;

(o) To furnish to Mortgagee, when requested by the holder, copies of all operating agreements relating to the Leases; and

(p) Except for Permitted Liens, not to transfer, sell, assign, hypothecate, pledge or encumber any of the Mortgaged Properties except as permitted under the terms of the Loan Agreement.

Section 3.2. Any and all covenants contained in this instrument may from time to time, by instrument in writing signed by Mortgagee and delivered to Mortgagor, be waived to such extent and in such manner as Mortgagee may consider appropriate; but no such waiver shall at any time affect or impair the holder's rights or liens hereunder, except to the extent so specifically stated in such written instrument.

ARTICLE IV
DEFAULTS AND REMEDIES

Section 4.1. The term "Event of Default", as used herein, shall mean the occurrence of any one or more of the following events:

(a) Any default or event of default specified in the Notes or the Loan Agreement; or

(b) Any default or event of default specified in any of those certain mortgages and deeds of trust executed by Mortgagor, covering certain oil and gas interests of Mortgagor and securing payment of the Secured Indebtedness; or

(c)The failure of Mortgagor to pay when due the Secured Indebtedness or any part thereof; or

(d) The failure or refusal of Mortgagor punctually and properly to observe, keep and perform any covenant, agreement or undertaking contained in this instrument or the failure or refusal of Mortgagor punctually and properly, to observe, keep and perform any covenant, agreement or undertaking contained in any other mortgage, deed of trust, collateral pledge agreement, assignment, or contract of any kind, securing or assuring the payment of the Secured Indebtedness; or

(e) Any representation made by Mortgagor herein proves untrue in any material respect.

Section 4.2. Upon the occurrence of an Event of Default and after giving Mortgagor the notices and right to cure described in Section 10.02 of the Loan Agreement:

(a) Mortgagee may declare the entire balance of principal of the Secured Indebtedness or any portion thereof, along with all accrued interest thereon, immediately due and payable, whereupon the same shall forthwith become due and payable, without notice or demand, and

(b) Mortgagee may, at its election, proceed by suit or suits, at law or in equity, to enforce the payment of the Secured Indebtedness, and of the notes evidencing it. On or at any time after the filing of judicial proceedings to protect or enforce the rights of Mortgagee, Mortgagee, as a matter of right and without regard to the sufficiency of the security, and without any showing of insolvency, fraud or mismanagement on the part of Mortgagor, shall be entitled to the appointment of a receiver or receivers of all or any portion of the Mortgaged Properties, and of the income, rents, issues and profits thereof and Mortgagor does hereby consent to the appointment of such receiver or receivers and agrees not to oppose any application therefor. It is agreed that Mortgagee may be the purchaser of the Mortgaged Properties, or any part thereof, at any sale thereof, or upon any other foreclosure of the lien hereof or otherwise, and Mortgagee so purchasing shall, upon any such purchase, acquire title to the Mortgaged Properties so purchased, free of the lien of these presents, and

(c) Mortgagee may institute suit to foreclose the lien of this Mortgage in any court having jurisdiction. In any such suit Mortgagee may, at its option, apply for and shall be entitled, as a matter of right, to the appointment of a receiver to take possession and control of, operate, maintain and preserve the Mortgaged Properties or any part thereof, including the production and sale of all oil, gas and other minerals therefrom and to disburse the proceeds from the sale of such products for application upon the Secured Indebtedness and other sums then due Mortgagee hereunder until the same and all costs are fully paid. Mortgagor hereby waives all notice of the filing and hearing of any such application for the appointment of a receiver and irrevocably consents to every appointment made pursuant thereto.

Section 4.3. Mortgagor further agrees that in the event of any foreclosure sale, the Mortgaged Properties or any part thereof may be sold with or without appraisement as Mortgagee may elect, and such election may be exercised at any time prior to the entry of the decree of foreclosure; that should Mortgagee elect to have the property sold without appraisement, then Mortgagor hereby expressly waives appraisement; that Mortgagee may further elect to have said property sold together, or in separate parcels; that the proceeds from such sale, after paying therefrom the costs advanced or incurred by Mortgagee in the foreclosure suit, including the costs of sale and any costs and expenses incurred in the operation of said property by a receiver appointed upon the application of Mortgagee, shall be applied FIRST, to the payment of all costs and expenses incurred by Mortgagee in its operation of said property, if the same be so operated, and any and all sums advanced by Mortgagee for the purpose of enforcing its rights hereunder or protecting the security, with interest on such amounts at the highest legal rate, and SECOND, to the payment of all other Secured Indebtedness and other sums then secured hereby, including interest and attorneys' fees, in such order of application as Mortgagee may elect.

Section 4.4. In the event of any default upon the part of Mortgagor, Mortgagee is authorized to cause to be made whatever abstracts of title and/or title opinions are deemed necessary by Mortgagee's attorneys. The cost of said abstracts shall be added to the Secured Indebtedness.

Section 4.5. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement,

valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's successors and assigns, and for any and all persons or entities ever claiming any interest in the Mortgaged Properties, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the Secured Indebtedness and all rights to a marshalling of the assets of Mortgagor, including the Mortgaged Properties, or to a sale in inverse order of alienation in the event of foreclosure of the liens hereby created. Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets, sale in inverse order of alienation, the exemption of homestead, or other matters whatever to defeat, reduce or affect the right of Mortgagee under the terms of this Mortgage to a sale of the Mortgaged Properties for the collection of the Secured Indebtedness without any prior or different resort for collection, or the right of Mortgagee under the terms of this Mortgage to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Properties in preference to every other claimant whatever. If any law referred to in this paragraph and now in force, of which Mortgagor or Mortgagor's successors and assigns might take advantage despite this paragraph, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this paragraph.

Section 4.6. The rights and remedies hereinabove expressly conferred are cumulative of all other rights and remedies herein, or by law or in equity provided, and shall not be deemed to deprive Mortgagee of any other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants and terms of this Mortgage and of the Secured Indebtedness and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 4.7. If Mortgagor should fail, refuse or be unable to pay any sum of money herein covenanted to be paid by, or fail, refuse or be unable to keep or perform any additional covenant or covenants whatsoever contained in this instrument, Mortgagee may, but shall not be obligated to, pay said sums of money, or perform or attempt to perform any such covenant, and such payment so made or expense reasonably incurred in the performance or attempted performance of any such covenant shall be, and is hereby declared by Mortgagor to be, a part of the indebtedness secured hereby, and Mortgagor promises, upon demand, to pay to Mortgagee, at the banking office of Mortgagee in Tarrant County, Texas, all sums so advanced or paid by Mortgagee, with interest at the Default Rate (as defined in the Loan Agreement) from the date paid or incurred by Mortgagee. No such payment by Mortgagee shall in any way be considered or constitute a waiver of any such default or of Mortgagee's right to declare the indebtedness secured hereby at once due and payable. In addition to the lien hereof, Mortgagee shall be subrogated to all rights and liens securing the payment of any debt, claim, tax or assessment for the payment of which it shall have made such advance.

ARTICLE V
ASSIGNMENT OF PRODUCTION

Section 5.1. In order further to secure the payment of the Secured Indebtedness, Mortgagor does hereby TRANSFER, ASSIGN and CONVEY unto and in favor of Mortgagee all of the interest of the Mortgagor in the Hydrocarbons, in and under, or which may be produced from, the Mortgaged Properties, or allocated thereto pursuant to pooling or unitization of the Leases or otherwise, together with all proceeds derived on and after the date of the execution of this Mortgage from the sale of such Hydrocarbons.

Section 5.2. The foregoing assignment is made upon, and subject to, the following terms and conditions:

(a) Mortgagee shall have the right, exercisable at any time after the occurrence of an Event of Default, at its sole option, to give written or telegraphic notice to all of the parties producing, purchasing, taking, possessing or receiving any Hydrocarbons produced or to be produced from or allocated to the Mortgaged Properties, or having in their possession any such Hydrocarbons belonging to Mortgagor or such proceeds for which they or others are accountable to Mortgagee by virtue of the provisions hereof, to hold and dispose of such Hydrocarbons for the account of Mortgagee and to make payment of such proceeds direct to Mortgagee at its principal office, and Mortgagee shall thereafter receive, collect and retain, as part of the Mortgaged Properties, all such Hydrocarbons, all for the benefit and further security of the Secured Indebtedness.

(b) All parties producing, purchasing, taking, possessing, processing or receiving any such Hydrocarbons, or having in their possession any such Hydrocarbons or such proceeds for which they or others are accountable to Mortgagee by virtue of the provisions hereof, are authorized and directed by Mortgagor, upon receipt of notice by Mortgagee given pursuant to the above Section 5.2(a) to treat and regard Mortgagee as the assignee and transferee of Mortgagor and entitled in its place and stead to receive such Hydrocarbons and proceeds; and such parties and each of them shall be fully protected in so treating and regarding Mortgagee and shall be under no obligation to see to the application by Mortgagee of any such proceeds received by it. Without in any way limiting the effectiveness of the authorization and direction in the next preceding sentence, if Mortgagor shall receive any such proceeds which under this Section 5.2(b) are receivable by Mortgagee, Mortgagor will hold the same in trust and will remit such proceeds, or cause such proceeds to be remitted, immediately, to Mortgagee.

(c) Without limiting the foregoing provisions of this Article V, Mortgagor stipulates that this Article V is intended to grant to Mortgagee a security interest in Mortgagor's interest in the Hydrocarbons to be extracted from or attributable to the Mortgaged Properties, and in and to the proceeds resulting from the sale thereof at the wellhead.

Section 5.3. Mortgagor covenants and agrees and undertakes hereby, after the Mortgagee shall have so requested, to cause all pipeline companies or other purchasers of the Hydrocarbons produced from the Mortgaged Properties to pay promptly to Mortgagee at its principal office, Mortgagor's interest in the proceeds derived from the sale thereof, in accordance with the terms of this assignment, and forthwith to execute, acknowledge and deliver to said pipeline companies and other purchasers such further and proper division orders, transfer orders, certificates and other documents as may be necessary or proper to effect the intent of these presents; and Mortgagee shall not be required at any time, as a condition to its right to obtain the proceeds of such Hydrocarbons, to warrant its title thereto or to make any guaranty whatsoever. In addition, and without limitation, Mortgagor covenants and agrees, and undertakes hereby, to provide to Mortgagee the name and address of every pipeline company or other purchaser of the oil, gas and other minerals produced from the Mortgaged Properties when determined, together with a copy of the applicable sales contracts. All expenses incurred by Mortgagee

in the collection of said proceeds shall be repaid promptly by Mortgagor; and prior to such repayment, such expenses shall be a part of the Secured Indebtedness.

Section 5.4. Without limitation upon any of the foregoing, Mortgagor hereby designates and appoints Mortgagee as Mortgagor's true and lawful agent and attorney-in-fact (with full power of substitution, either generally or for such periods or purposes as Mortgagee may from time to time prescribe), with full power and authority, for and on behalf of and in the name of Mortgagor, to execute, acknowledge and deliver all such division orders, transfer orders, certificates and other documents of every nature, with such provisions as may from time to time, in the opinion of Mortgagee, be necessary or proper to effect the intent and purpose of this Article V; and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing certificates or documents. The powers and authorities herein conferred on Mortgagee may be exercised by Mortgagee through any person who, at the time of exercise, is the president or a vice president of Mortgagee, or who holds a similar position with Mortgagee's authorized representative. The power of attorney conferred by this Section 5.4 is granted for valuable consideration and coupled with an interest and is irrevocable so long as the Secured Indebtedness, or any portion thereof, shall remain unpaid. All persons dealing with Mortgagee, or any substitute, shall be fully protected in treating the powers and authorities conferred herein as continuing in full force and effect until advised by Mortgagee that the Secured Indebtedness is fully and finally paid.

Section 5.5. Mortgagee shall never be under any obligation to enforce the collection of the funds assigned to it hereunder, nor shall it ever be liable for failure to exercise diligence in the collection of such funds, but it shall only be accountable for the sums that it shall actually receive.

Section 5.6. Should any pipeline company or other purchaser now or hereafter purchasing said production fail to make payment promptly to Mortgagee of the proceeds derived from the sale thereof, Mortgagee shall have the right to change the connection of any such pipeline company, or other purchaser, and designate some other pipeline company, or other purchaser, to purchase and take such production, without liability on Mortgagee in making such selection, so long as ordinary care is used in respect thereof; and should Mortgagor, its heirs, personal representatives, and assigns fail to consent to such connection, Mortgagee may accelerate the maturity of the indebtedness hereby secured.

Section 5.7. The proceeds accruing to the Mortgaged Properties, received by Mortgagee, shall be applied by it when so received toward payment of the Secured Indebtedness, as Mortgagee in its sole discretion deems appropriate.

Section 5.8. Notwithstanding such provision for application of proceeds, it is agreed that Mortgagee shall have the right, at its election, from time to time, to apply any portion or all of said proceeds to the payment of any of the taxes levied and assessed against the Mortgaged Properties, insurance premiums, liens, bills for labor and material furnished for use upon the Mortgaged Properties, costs, and expenses, including attorney fees incurred by Mortgagee in the defense of any action affecting the title to the Mortgaged Properties, or the production therefrom, or any judgment rendered against Mortgagee upon any claim arising out of the receipt, or application in accordance herewith, of any such proceeds in the event Mortgagor should fail to make such

payments, or any of them, promptly after demand made by Mortgagee upon Mortgagor so to do. Mortgagee shall have the right, at its election, to release or deliver to Mortgagor all or any portion of such proceeds, received by it, to the end that Mortgagor may receive funds with which to pay for the operating, equipping and developing of the Mortgaged Properties, or any well or wells thereon. No funds so released or paid to Mortgagor shall, in any event, be considered to have been applied upon the Secured Indebtedness.

ARTICLE VI
SECURITY AGREEMENT AND FINANCING STATEMENT

Section 6.1. With respect to all personal property and fixtures constituting a part of the Mortgaged Properties, this Mortgage shall also be a security agreement and financing statement, and for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of further securing payment and performance of the Secured Indebtedness, Mortgagor hereby grants to Mortgagee a security interest in all such personal property and fixtures. Mortgagor represents and warrants that, except for any financing statement now in force filed by Mortgagee, no financing statement covering the said collateral, or any part thereof, has been filed with any filing officer, and no other security interest now in force has attached or been perfected in the said collateral, or in any part thereof.

The above goods which are to become fixtures will be located on the real estate covered by the Leases. The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead(s) or minehead(s) of the well(s) or mine(s) located on the real estate covered by the Leases.

Mortgagor shall execute and deliver to Mortgagee such security agreements, financing statements and other documents and instruments and do such other things as Mortgagee may reasonably request or deem necessary in order to perfect and maintain the security interest created hereunder.

Section 6.2. This instrument may be presented to a filing officer under the Uniform Commercial Code to be filed as a nonstandard financing statement covering all personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code, including oil, gas and other minerals and fixtures. Whether or not this instrument is separately presented as a financing statement, this instrument shall constitute a financing statement when filed of record in the real estate records.

ARTICLE VII
MISCELLANEOUS

Section 7.1. Upon the full and final payment of the Secured Indebtedness and the termination of all of Mortgagee's commitments (if any) to Mortgagee, and the satisfaction of all of Mortgagor's obligations and liabilities to Mortgagee, the lien of this Mortgage shall be extinguished and be of no further force and effect; and the Mortgaged Properties shall become wholly free and clear hereof and all of the property as assigned hereby shall be automatically reassigned to Mortgagor without any further act being required; and the holder, upon the request and at the expense of Mortgagor, shall promptly deliver to Mortgagor such instruments evidencing the Secured Indebtedness, marked "PAID", and execute and deliver to Mortgagor and others a release of this instrument and such other instruments of satisfaction as may be appropriate.

Section 7.2. The rights, titles, interests, liens and powers hereunder are cumulative of each other and of all other rights, titles, interests, liens and powers which may now or hereafter exist to secure the payment of the Secured Indebtedness to the holder, or any part thereof. The security herein and hereby provided shall not affect or be affected by any other or further security heretofore or hereafter taken for the indebtedness of Mortgagor to the holder, or any part thereof. Mortgagor, for Mortgagor and Mortgagor's successors, and for any and all persons ever claiming any interest in the Mortgaged Properties, hereby waives all rights of marshalling in event of foreclosure of the lien hereby created. No failure to exercise and no delay in exercising on the part of the holder any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The holder shall, at all times, have the right to release any part of the property now or hereafter subject to the lien hereof or any part of the proceeds of production or other income herein or hereafter assigned or pledged or any other security it now has or may hereafter have securing the Secured Indebtedness, without releasing any other part of said property, proceeds or income, and without affecting the lien hereof as to the part or parts of the Mortgaged Property not so released, or the right to receive future proceeds and income.

Section 7.3. No provision herein or in any promissory note, instrument, or any other loan document executed by Mortgagor evidencing the Secured Indebtedness shall require the payment or permit the collection of interest in excess of the highest non-usurious rate permitted by applicable law. If any excess of interest in such respect is provided for herein or in any such promissory note, instrument, or any other loan document, the provisions of this paragraph shall govern, and Mortgagor shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law. The intention of the parties being to conform strictly to the usury laws now in force, all promissory notes, instruments and other loan documents executed by Mortgagor evidencing the Secured Indebtedness shall be held subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

Section 7.4. For all purposes of this instrument, the post office or mailing addresses of Mortgagor and Mortgagee shall be:

MORTGAGOR:
West Timbers Limited Partnership
810 Houston Street, Suite 2000
Fort Worth, Texas 76102
Attention: Bob R. Simpson

MORTGAGEE:
First RepublicBank Fort Worth, N.A.
One Burnett Plaza
500 W. Seventh Street
Fort Worth, Texas 76102
Attention: John N. Hobart

Section 7.5. These presents shall be binding upon Mortgagee and Mortgagor's successors, and shall inure to the benefit of the holder, and the holder's successors and assigns, and shall be covenants running with the land.

Section 7.6. In the event that any one or more of the provisions contained in this instrument shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 7.7. This instrument shall be governed by and construed in accordance with the laws of the State where the Mortgaged Properties are located.

Section 7.8. This Mortgage has simultaneously been executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original. If the Mortgagor is a corporation, this instrument is executed by Mortgagor's officers hereunto duly authorized.

Section 7.9. Personal, corporate and partnership liability hereunder and under the Notes shall be limited in accordance with Section 2.08 and 3.10 of the Loan Agreement.

Section 7.10. To the extent of any conflict or inconsistency between this Mortgage and the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

Section 7.11. The effective date of the assignment contained in Article V is the date of execution of this Mortgage at 7:00 o'clock a.m.

EXECUTED this 30th day of December, 1987.

MORTGAGOR:

WEST TIMBERS LIMITED PARTNERSHIP,
a Delaware limited partnership

By: CROSS TIMBERS PARTNERS,
a Texas limited partnership
its General Partner

By: CROSS TIMBERS PRODUCTION COMPANY,
a Texas corporation,
its General Partner

By: _____
Louis G. Baldwin
Vice President

FIRST REPUBLICBANK FORT WORTH, N.A.

By: _____
John N. Hobart,
Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Louis G. Baldwin, Vice President of Cross Timbers Production Company, a Texas corporation, as General Partner of Cross Timbers Partners, a Texas limited partnership, as General Partner of WEST TIMBERS LIMITED PARTNERSHIP, a Delaware limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation and partnerships and that he executed the same as the act of such corporation and partnerships for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of December, 1987.

Notary Public, State of Texas
Commission Expires:
Printed Name:

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John N. Hobart, Vice President of First RepublicBank Fort Worth, N.A., a national banking association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said bank and that he executed the same as the act of such bank for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of December, 1987.

Notary Public, State of Texas
Commission Expires:
Printed Name:

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PREFACE
TO
EXHIBIT "A"
(West Timbers Limited Partnership)

Subject to the following proviso, the Mortgaged Properties are stipulated to comprise only Mortgagor's/Grantor's undivided interest in and to the oil and gas leasehold interests, fee mineral interests, royalty interests and overriding royalty interests described or referred to in the following pages of this Exhibit "A", said undivided interest being specified in an Assignment, Bill of Sale and Conveyance of even date herewith to Mortgagor/Grantor (and others) from Crown Central Petroleum Corporation, to which reference is hereby made for a description of the undivided interest of Mortgagor's/Grantor's, provided, however, that the Mortgaged Properties shall not include an undivided 6.5% interest of Mortgagor's/Grantor's undivided interest in and to the hereinafter described properties and interest which 6.5% interest shall be assigned to Cross Timbers Partners pursuant to the agreement of limited partnership of Mortgagor's/Grantor's.

Mortgagor's/Grantor's Interest

Mortgagor's/Grantor's interest in and to each Mortgaged Property or Lease described in the following pages of this Exhibit "A" is 10.66% of the interest set forth under the headings "Crown Net Revenue Interest", "Crown Working Interest", "Crown Overriding Royalty Interest" for each Mortgaged Property or Lease described in this Exhibit "A".

EXHIBIT A

SUBLETTE COUNTY, WYOMING

SUBLETTE COUNTY, WYOMING
EXHIBIT A

1116-0001 BIG PINEY PROSPECT

LEASE (NUMBER W-92217) FROM UNITED STATES OF AMERICA,
BUREAU OF LAND MANAGEMENT, AS LESSOR,
TO GORDON S. WISE, AS LESSEE,
DATED DECEMBER 1, 1948,
SUBLETTE COUNTY, WYOMING
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED 1.0000000 MINERAL INTEREST IN
160.00 ACRES, MORE OR LESS, BEING NE/4 OF
SECTION 18, TOWNSHIP 28 NORTH, RANGE 112 WEST
FROM THE SURFACE DOWN TO 3359 FEET

CROWN'S NET REVENUE INTEREST	.4225000
CROWN'S WORKING INTEREST	.5000000

DEVELOPED LEASE NUMBER 325080

1116-0002 BIG PINEY PROSPECT

LEASE (NUMBER W-92216) FROM UNITED STATES OF AMERICA,
BUREAU OF LAND MANAGEMENT, AS LESSOR,
TO E. CECIL McGARVIN, AS LESSEE,
DATED JULY 1, 1948,
SUBLETTE COUNTY, WYOMING
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED 1.0000000 MINERAL INTEREST IN
240.00 ACRES, MORE OR LESS, BEING SW/4 NE/4,
SE/4 NW/4, NE/4 SW/4, NW/4 SE/4 AND S/2 SE/4
OF SECTION 7, TOWNSHIP 28 NORTH, RANGE 112 WEST
FROM THE SURFACE DOWN TO 3359 FEET

CROWN'S NET REVENUE INTEREST	.4225000
CROWN'S WORKING INTEREST	.5000000

DEVELOPED LEASE NUMBER 325080

1116-0003 BIG PINEY PROSPECT

LEASE FROM WILLIAM J. McGINNIS AND MAMIE McGINNIS,
HUSBAND AND WIFE, AS LESSOR,

DATED 11-20-87 PAGE 2

TO BELCO PETROLEUM CORPORATION, AS LESSEE,
DATED MARCH 12, 1963, RECORDED IN BOOK 36, PAGE 119,
IN THE OFFICE OF THE COUNTY CLERK OF SUBLETTE COUNTY, WYOMING
INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

AN UNDIVIDED 1.0000000 MINERAL INTEREST IN
40.00 ACRES, MORE OR LESS, BEING NE/4 SE/4,
OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 112 WEST
FROM THE SURFACE DOWN TO 3359 FEET

CROWN'S NET REVENUE INTEREST	.4225000
CROWN'S WORKING INTEREST	.5000000

DEVELOPED LEASE NUMBER 325080

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